

Tehama County Sheriff's Office
Special Event Supplemental Law Enforcement Services Agreement

Name of Contractor/Organization: **Red Bluff Round-Up Association**

Name of Event: **2024 Red Bluff Round-Up**

Date(s) of Event: **April 19th - April 21st, 2024**

WHEREAS, Government Code §53069.8 provides that the Tehama County Board of Supervisors may contract on behalf of the Sheriff to provide supplemental law enforcement services to private individuals or private entities to preserve the peace at special events or occurrences that happen on an occasional basis.

WHEREAS, **2024 Red Bluff Round-Up** is such a special event; and

WHEREAS, the provision of supplemental law enforcement services shall not reduce the normal and regular ongoing service that the Sheriff's Office provides to the citizens of Tehama County;

NOW, THEREFORE, the parties hereto agree as follows:

THIS AGREEMENT, made between the County of Tehama, on behalf of the Tehama County Sheriff's Office, and **Red Bluff Round-Up ("Contractor")**, is intended to provide for the protection of the public and their property at the **2024 Red Bluff Round-Up**, to be held on **April 19th - April 21st, 2024**, Subject to the terms and conditions of this Agreement, the Sheriff agrees to provide law enforcement personnel staffing for the above-described event.

THIS AGREEMENT is for the purpose of providing supplemental law enforcement services to preserve the peace at the above-described special or private entity event or occurrence, which happens on an occasional basis. Said services shall be rendered by regularly appointed full-time peace officers as defined in Section 830.1 of the Penal Code, or by Level I reserve peace officers if authorized by Government Code section 53069.8, subdivision (c)(2). Such services shall encompass only law enforcement duties and shall not encompass services authorized to be provided by private patrol operators, as defined in Section 7521 of the Business and Professions Code. The services provided pursuant to this Agreement shall not reduce the normal and regular ongoing service that the County would otherwise provide if the County did not enter into this Agreement for supplemental law enforcement services.

NOTWITHSTANDING any other provision of this Agreement, the Sheriff may forthwith cancel the providing of services under this Agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law. In the event of such a circumstance, the Sheriff will provide at least ten days notice of his inability unless circumstances preclude him, as a practical matter, from giving at least ten days notice, in which event the Sheriff shall provide such notice of less than ten days as is feasible and practical under the circumstances.

THE SERVICES provided under this Agreement shall only encompass duties and functions customarily rendered by the Sheriff of the County of Tehama under the Charter and ordinances of the County, the statutes and laws of the State of California, and the policies and procedures of the Sheriff of the County of Tehama.

THE RENDITION of the services, the specific times the Sheriff's Office will provide law enforcement personnel, the number and rank of personnel provided, the selection and discipline of the Sheriff's deputies provided, the supervision, equipment, communications, supplies, and other matters incident to the performance of such services and the control of such personnel shall remain with the Sheriff of the County of Tehama or his authorized representatives. In the event of any dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or extent of service, or manner of performance of such services, the determination thereof made by the Sheriff of the County of Tehama or his authorized representatives shall be final and conclusive as between the parties hereto. The Sheriff agrees to make such determination in good faith.

IN CONSIDERATION of the rendition of the services to be performed by the County for the Contractor under this Agreement, the Contractor shall pay the County for said services, which may include pre-event briefings, according to the appropriate and prevailing billing rates as determined by the Sheriff's Office and the Auditor-Controller for the current fiscal year. The applicable hourly rates include workers' compensation costs and administrative overhead costs that are directly related to the provision of said services. The aforementioned rates, as determined by the County's Auditor-Controller, shall be adjusted to reflect changes in salary, workers' compensation and administrative overhead costs, as adopted by the Board of Supervisors. Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the Board of Supervisors concerning the determination of said hourly rates. The **estimated cost** of providing services hereunder is **\$10,867.00**. This estimate is stated herein for purposes of administrative convenience, and is **not a limitation upon Contractor's obligation to pay the County for full actual costs of the services, even if those costs exceed the estimate.**

AT THE SHERIFF'S DISCRETION, the Contractor shall pay the County a deposit for the estimated cost of providing the service, as set forth above. If a deposit is required, the Contractor shall make payment by check or money order to the County no later than two calendar days (48 hours) prior to commencement of services. The County shall render to the Contractor a summarized invoice which details all personnel, equipment, supplies, transportation and other costs for services performed under this Agreement, and the Contractor shall pay County within thirty (30) days after date of said invoice. If a deposit was required and there were costs above and beyond estimated costs, the Contractor shall pay County the difference therefore within (30) days after dated of said invoice. If a deposit was required and the total cost of services rendered is less than the deposit paid by the Contractor, the County shall reimburse the Contractor for the difference.

BOTH PARTIES hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint ventures, or associates of one another. All persons employed by the Sheriff's Department in the performance of the services provided under this Agreement shall be County employees. The Contractor shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County personnel performing services hereunder or any liability other than provided for in this Agreement.

NO THIRD-PARTY BENEFICIARIES. Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the parties agree that this Agreement does not, and is not intended to create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to Tehama County Sheriff's Office Deputy protection services or governmental law enforcement protection in favor of, and for the benefit of any particular person(s) and/or any other person, who, for any reason or

for no reason, is at the Special Event, beyond the Tehama County Sheriff's office's and/or any Deputy's governmental law enforcement officer duty, as established under existing law, to the general public. Furthermore, Contractor agrees that at all times, and for any and all purposes under this Agreement, the Tehama County Sheriff's Office and/or any Deputy present at any Special Event under the terms of this Agreement, shall be present strictly and solely to perform Deputy Services and governmental law enforcement functions as authorized by law to and for the benefit of the general public, and under no circumstances shall the Tehama County Sheriff's office and/or any Deputy be obligated in any manner to undertake any activity or duty on behalf of Contractor or provide any particular, direct, or specific service or benefit to or for Contractor or Contractor's agent(s), or any patron or other person attending any Special Event. In conclusion, there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either party based upon this Agreement.

CONTRACTOR shall hold harmless, defend, and indemnify Tehama County, its elected officials, officers, and employees, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees arising by reason of any person's or persons' bodily injury, including death, or property being damaged by Contractor or by any person employed by Contractor in any capacity during the progress of the work, whether by negligence or otherwise, except to the extent that such claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees arise from the sole negligence or willful misconduct of the County. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding. Without limiting the generality of the foregoing, if liability is imposed or sought to be imposed pursuant to Section 830 et seq. of the Government Code by reason of a dangerous conditions of property of the Contractor (including, but not limited to, the event grounds), the Contractor shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any condition of the Contractor's property and any negligent or wrongful act or omission of the Contractor's officers, agents and employees, in any way connected with such condition of the Contractor's property.

CONTRACTOR shall obtain and maintain continuously comprehensive general liability insurance and or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000.00 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor's protective, product/completed operations, auto and non-owned auto, host liquor, personal injury, and fire-legal liability here applicable. All such insurance coverage shall be provided on an "occurrence" form, rather than a "claims made" form. Such insurance shall include Tehama County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior-notice certain to the County. Contractor shall provide the County a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If contractor has employees, he/she shall obtain and maintain continuously workers' compensation insurance to cover Contractor and Contractors employees and partners.

THIS AGREEMENT shall become effective as of the date of execution by the authorized representative of the County and unless sooner terminated as provided for herein, shall continue in full force and effect until the completion of the services provided for herein and receipt of full payment by the County. Any party who is not in default hereunder may terminate this Agreement by giving thirty (30) days written notice to the other party. If any portion of the desired service is canceled by Contractor, the Contractor shall provide

notice of cancellation at least twenty-four hours prior to the scheduled commencement of services. If the Contractor fails to give at least twenty-four hours notice, the Contractor shall pay the County an amount equal to the charge that would apply for four-hours of labor for the personnel scheduled to work at the commencement of services. This amount shall be liquidated damages, and the parties expressly acknowledge and agree that this amount represents the result of a reasonable endeavor by the parties to estimate a fair average compensation for any loss that may be sustained by the County, and that this amount does not constitute a penalty.

THE CONTRACTOR AND THE COUNTY hereby designate the following addresses for giving all notices.

CONTRACTOR

**Red Bluff Round-Up Association
670 Antelope Blvd, Suite 1
Red Bluff, CA 96080**

COUNTY

**Tehama County Sheriff's Office
P.O. Box 729
Red Bluff, CA 96080**

Notice shall be deemed to be effective two days after mailing. The parties may change the name of such person or the address of notice by giving thirty (30) days' written notice.

CONTRACTOR agrees to contract uniformed security guards and/or event staff, in addition to the Sheriff's Office personnel assigned to **2024 Red Bluff Round-Up** in a number as determined by the Sheriff or his designee and the Contractor's representative in a pre-event staffing profile meeting. In the event of any dispute between the parties, the determination thereof made by the Sheriff of the County of Tehama or his authorized representatives shall be final and conclusive as between the parties hereto. The Sheriff agrees to make such determination in good faith.

CONTRACTOR agrees that the designated officer-in-charge of the Sheriff's Office personnel at the **2024 Red Bluff Round-Up** may, in the event of an unforeseen or emergency situation, order any portion of, or all of, the activities at the event to be discontinued; including but not limited to: the sale of alcoholic beverages, the playing of live or recorded music, and the disbursement of all patrons from the event grounds and surrounding area.

THIS AGREEMENT supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

THIS AGREEMENT shall be deemed to be made in and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). The venue for any action arising from this agreement shall be in Tehama County, California.

EACH PARTY executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

IN WITNESS WHEREOF, the County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____



Sheriff-Coroner

1-18-2024

Date: _____

Chairman, Board of Supervisors

RED BLUFF ROUND-UP ASSOCIATION

Date: _____



Signature, Authorized Agent

J. B. STACY, General Manager

Printed Name & Title of Authorized Agent