Agreement for Supplemental Law Enforcement Services

This Agreement for Supplemental Law Enforcement Services is entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter called “County”), and Bohemian Grove, a non-profit organization authorized to operate in the State of California (hereinafter called “Service Recipient”).

WHEREAS, Government Code section 53069.8 authorizes County, through the Sonoma County Sheriff’s Office, to provide supplemental law enforcement services to private individuals or entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, Service Recipient has requested supplemental law enforcement services to be provided at the Encampment event from Monday, July 11, 2016 through Sunday, July 31, 2016, as described herein, and such services are considered to be beyond the normal and regular law enforcement services that County would otherwise have provided to Service Recipient but for this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. SUPPLEMENTAL LAW ENFORCEMENT SERVICES

County agrees to provide law enforcement services in the manner set forth herein. Such services shall be rendered by regularly-appointed peace officers who are employed by the County Sheriff’s Office and shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the Sheriff under State statutes and local ordinances. Services may include traffic control and enforcement at the event location to the extent specified in this Agreement or as determined necessary by Sheriff’s Office employees performing services.

Exhibit A, which is incorporated into this Agreement by this reference, sets forth the specific level of services to be provided, as well as the date(s) and time(s) that services are scheduled. The specified hours of services include travel time to and from the event location.

Supplemental security services can only be provided based on the availability of qualified personnel. In addition, the requirements of the Sheriff, whether normal or extraordinary, shall be deemed paramount to this contract. In the event of an unanticipated emergency that in the Sheriff’s sound discretion requires the use of any employees, vehicles, and/or equipment contemplated by this Agreement, the Sheriff may withdraw personnel, vehicles, and/or equipment without consent of Service Recipient and with no liability therefore.
2. **EVENT LOCATION**

Sheriff’s deputies will initially report to work at the Sonoma County Sheriff’s Office substation in Guerneville and shall then drive to the specified event at 20601 Bohemian Avenue in Monte Rio, California.

3. **SUPERVISION**

The responsibility for assignment of personnel, supervision of law enforcement services, establishing standards of performance, determining and effecting discipline, determining equipment required, and other matters relating to the performance of services and control of personnel under this Agreement, shall remain with County. County is also bound to abide by bargaining agreements covering County employees performing services hereunder.

In recognition of the Sheriff’s professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff, or his on-site representative, shall be final and conclusive.

4. **JOB ACTIONS BY COUNTY EMPLOYEES**

In the event of a work slow-down, strike, “blue flu,” or any other form of job action by County employees assigned to perform duties specified under this Agreement, County may provide a reduced level of service and Service Recipient will be responsible for payment for only those services actually provided.

5. **COMPENSATION FOR SERVICES**

The total cost of providing the level of services required under this Agreement shall be based on the rates set forth in Exhibit B. These rates are established by the Board of Supervisors for special security services and include allowable direct and indirect costs estimated to be incurred by County for provision of the requested services. County estimates that the cost to Service Recipient of providing the level of services set forth in Exhibit B is $134,631.35, including mileage costs. The actual and final amount Service Recipient is required to pay County for provision of services pursuant to this Agreement shall be based on the actual services rendered and costs incurred, pursuant to the rates set forth in Exhibit B.

County shall provide an invoice for the costs Service Recipient incurs under this Agreement upon completion of the required security services. Service Recipient is required to pay the full cost of such invoice within 30 days after receipt.

6. **BOOKING AND PROCESSING PRISONERS**
Service Recipient will not be required to reimburse County for the cost of booking and processing individuals arrested and booked into the Sonoma County Jail by personnel performing services hereunder.

7. **SERVICES AND MATERIALS TO BE PROVIDED BY SERVICE RECIPIENT**

None.

8. **TERM OF AGREEMENT**

This Agreement shall be effective immediately upon execution by both parties and shall terminate upon performance of all obligations hereunder, unless terminated earlier in accordance with Article 10.

9. **AUTHORIZATION FOR ENFORCEMENT OF TRESPASS LAWS**

Service Recipient authorizes the County to act as follows during the period from Monday, July 11, 2016 from 5:00 PM through Sunday, July 31, 2016 at 1:00 PM:

(a) Sonoma County Deputy Sheriffs are authorized to act as agents for Service Recipient when enforcing Service Recipient’s rules and policies, and when enforcing California Penal Code Section 602 (which makes it a misdemeanor to enter upon certain types of lands and then refusing or failing to leave the lands immediately upon being requested by the owner or the owner’s agent); and

(b) Sonoma County Deputy Sheriffs shall act at the request of Service Recipient in enforcing Penal Code Section 602.1(a), which provides in part that any person who intentionally interferes with any lawful business or its customers, and who refuses to leave the premises after being requested by a peace officer acting at the request of the owner, is guilty of a misdemeanor.

10. **TERMINATION**

Either party may terminate this Agreement by giving seven (7) days written notice to the other party. Service Recipient shall pay County for all costs of services rendered through and until the final date of termination.

11. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

COUNTY: Lynnae Mann, Department Analyst
         Sonoma County Sheriff’s Office
12. INDEMNIFICATION

(a) Service Recipient agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including Service Recipient, arising out of or in connection with the performance of this Agreement, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Recipient or its agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

(b) Service Recipient shall be liable to County for any loss of or damage to County property arising from or in connection with Service Recipient’s performance hereunder.

13. INSURANCE

(a) Insurance Required. With respect to performance of services provided by County under this Agreement, Service Recipient shall be required to maintain insurance as described below:

(1) Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars ($1,000,000) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.
(i) The County of Sonoma, including its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.

(iii) The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.

(iv) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Risk Management Division.

(b) Insurance Documentation Required. The following insurance documentation shall be submitted to the County of Sonoma, Sheriff’s Office:

(1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon County’s written request, certified copies of insurance policies must be provided. Said policy copies shall be submitted within thirty (30) days of the County’s request.

(c) Policy Obligations. Service Recipient’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(d) Material Breach. If Service Recipient, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Service Recipient resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Service Recipient, County may deduct from sums due to Service Recipient any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

14. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.
15. **ASSIGNMENT/DELEGATION**

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.

16. **NONDISCRIMINATION**

Service Recipient shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

Service Recipient has reviewed Sonoma County Ordinance No. 4291 prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection. Service Recipient agrees to comply with the provisions of that Ordinance during the term of this Agreement and any extensions of the term.

17. **NO THIRD PARTY BENEFICIARIES**

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

18. **NO WAIVER OF BREACH**

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

19. **MERGER**

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

20. **CONSTRUCTION OF AGREEMENT AND VENUE**

This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND PROVISIONS OF THIS AGREEMENT AND AGREE THERETO.

BOHEMIAN GROVE

By: ________________________________
Jim Daniel, Facility Manager and Authorized Agent of Bohemian Grove

Date: ______________________________

COUNTRY OF SONOMA

By: ________________________________
Sheriff-Coroner

Date: ______________________________

APPROVED AS TO FORM FOR COUNTY:

By: ________________________________
Deputy County Counsel

Date: ______________________________

CERTIFICATES OF INSURANCE ON FILE WITH SHERIFF’S OFFICE:

By: ________________________________
Department Analyst

Date: ______________________________
EXHIBIT A
Scope of Work

During the term of this Agreement, County shall provide Supplemental Law Enforcement Services as follows:

EVENT DATES & TIMES

Employee Orientation on Monday, July 11, 2016, 5:00 PM to 8:00 PM.
Event beginning Wednesday, July 13, 2016 through 1:00 PM on Sunday, July 31, 2016.

EVENT LOCATION
Bohemian Grove
20601 Bohemian Ave.
Monte Rio, CA 95462

SERVICE

(a) County will provide one Community Services Officer and one Sheriff’s Deputy to attend the employee orientation on July 11, 2016, during the hours of 5:00 PM to 8:00 PM.

(b) County will provide two Sheriff Deputies on patrol within the Encampment event perimeter 24 hours per day for the duration of the event.

(c) On July 15, 2016, County will provide an additional two Sheriff Deputies on patrol within the Encampment event perimeter during the hours of 4:00 PM to 12:00 AM.

(d) County will provide one Sheriff’s Deputy, who will be stationed at the Bohemian Grove front gate 24 hours per day for the duration of the event, and one patrol car.