

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 Sonoma Raceway, a corporation 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 NASCAR races from Thursday, June 9, 2022, through Sunday, June 12, 2022, 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, parking enforcement, and general law enforcement at the event location to the extent specified in this Agreement or as determined necessary by Sheriff's Office employees performing services.

Law Enforcement services rendered to include bomb sweeps at various locations. Exact locations to be identified and agreed upon by Service Recipient and the Sonoma County Sheriff's Office prior to the event start date.

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 or his designee will immediately notify Service Recipient and may withdraw personnel, vehicles, and/or equipment without consent of Service Recipient and with no contractual liability under this Agreement.

2. EVENT LOCATION

Sheriff's deputies will initially report to work at the Sonoma County Sheriff's Main Office in Santa Rosa and shall then respond to the identified event at Sonoma Raceway at Highways 37 and 121 in Sonoma County, 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 A. 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 A is \$174,988, including costs for mileage. 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 A.

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**

Sonoma Raceway will provide the following:

- (a) Meals for all Sheriff's Office personnel.
- (b) Parking area for Sheriff's Mobile Command Post with power supply on site and four (4) phone lines.
- (c) Detention facility.
- (d) 15 Golf carts for use by Sheriff's Office personnel.
- (e) Fuel for golf carts and Sheriff's motorcycles.
- (f) 3 motor homes.

(g) Power supply for Bomb Unit and SWAT Team travel trailers (2).

8. AUTHORIZATION FOR ENFORCEMENT OF TRESPASS LAWS

Sonoma Raceway authorizes the Sonoma County Sheriff's Office to act as follows during the period of Thursday, June 9, 2022, at 8:00 am through Sunday June 12, 2022, at 9:00 pm:

(a) Sonoma County Deputy Sheriffs are authorized to act as agents for Sonoma Raceway when enforcing Sonoma Raceway'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, *inter alia*); and

(b) Sonoma County Deputy Sheriff's shall act at the request of Sonoma Raceway 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).

9. 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 provision 10, Termination.

10. TERMINATION

Either party may terminate this Agreement by giving written notice to the other of not less than 7 days. 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: Sheriff's Administration
Sonoma County Sheriff's Office
2796 Ventura Avenue
Santa Rosa, CA 95403
Tel: (707) 565-2872
Fax: (707) 565-6018

SERVICE RECIPIENT:
Sonoma Raceway
Attn: Bobby O'Gorman
29355 Arnold Drive

Sonoma, CA 95476
(707) 933-3906
EMAIL: bogorman@sonomaraceway.com

12. INSURANCE

(a) Insurance Required: With respect to the 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. 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.

13. 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.

14. 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.

15. 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, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

Service Recipient agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

16. 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.

17. 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.

18. 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.

19. 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 have executed this Agreement on the dates indicated.

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

SERVICE RECIPIENT

By: _____
Bobby O’Gorman, Events and Operations, as
Authorized Agent of SERVICE RECIPIENT

Dated: _____

County of Sonoma

By: _____
Sheriff-Coroner

Dated: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

Dated: _____

CERTIFICATES OF INSURANCE:

By: _____

Dated: _____