

Law Enforcement Agreement

**Mendocino County Sheriff-Coroner Office
and
The Salmon Restoration Association of California**

Whereas, Government Code § 53069.8 provides that the Mendocino County Board of Supervisors may permit the Sheriff-Coroner Office to contract and provide supplemental law enforcement services to private individuals or private entities to preserve the peace at special events or occurrences that occur occasionally in Mendocino County. This agreement is dated Oct 19, 2021.

Whereas, The Salmon Restoration Association of California is planning an event known as The World's Largest Salmon Barbecue (hereinafter "Event") see Attachment 1 for Event Information; and

Whereas, the provision of supplemental law enforcements services at the Event will not reduce or interfere with normal and regular ongoing law enforcement services in the County;

Now therefore, the Mendocino County Sheriff-Coroner Office hereinafter known as "COUNTY" and The Salmon Restoration Association of California hereinafter known as "PROPRIETOR" agree to the following conditions:

1. The COUNTY shall provide Deputy Sheriffs for the above stated Event occurring at South Noyo Harbor in or near the town/city of Fort Bragg, Ca.
2. The hourly rate for law enforcement services provided pursuant to this agreement is stated in Attachment 2 of this agreement. The estimated cost for this event is \$1,600, plus actual mileage for staff. Depending on the outcome of the event, the final amount billed may be greater.
3. The term of this Agreement shall be from July 2, 2021 through July 4, 2021.
4. The date of the service will be from July 3, 2021.
5. The time of the service will be from 11:00 a.m. to 6:00 p.m.
6. Billable services provided by the COUNTY for the Event include all law enforcement services including but not limited to:

- a. Patrol of the Event premises.
- b. Arrests and detentions.

The Sheriff's Office expects to provide two (2) Deputy Sheriff's for the Event. However the actual number of Sheriff's Office personnel present at the Event may be greater or fewer depending on the security needs of the event as determined by COUNTY. To the extent that it is practicable, COUNTY will forewarn PROPRIETOR if it determines that an increase or decrease in deputy personnel staffing is needed. See Attachment 2 for Billing Fee Schedule.

- 7. Arrest and Detention Costs. PROPRIETOR agrees to pay COUNTY for all costs associated with the arrest or detention of individuals attending the Event, only if the said costs are related to a crime or suspected crime committed at the event. PROPRIETOR will not be responsible for any of the arrest and detention costs (listed below), that are not related to the event, which would include arrests for any pre-existing or non-related charges, outstanding warrants, or non-related additional incarceration days, etc. Costs associated with arrest or detention may include but are not limited to:

- a. Costs associated with transportation of arrestee/detainee.
- b. Daily rate for incarceration.
- c. Booking fee.
- d. Costs associated with any medical clearance required prior to incarceration.

- 8. Services provided will be by regular appointed, full-time peace officers as defined in Penal Code Section 830.1 or by a Level I Reserve Peace Officer as described in 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.

- 9. COUNTY personnel will provide basic law enforcement services for the expressed purpose of keeping the peace at the Event during the dates and times listed in 3 through 5 of this Agreement. All services will be performed as outlined in 6 of this Agreement and in accordance with all applicable Federal, State, County, Municipal Laws, Ordinances, Regulations and Departmental procedures. The assigned deputy(ies) will act when violations of State law are observed or reported. No other services will be provided during the term of this contract. The rendition of the

services, 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 Mendocino 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 Mendocino or his authorized representatives shall be final and conclusive as between the parties hereto. The Sheriff agrees to make such determination in good faith.

10. PROPRIETOR may have private security guard services also employed for the Event. This information is to be provided by the PROPRIETOR in this space:

Name: n/a

Address: n/a

City: n/a

Staff for Event: n/a

Date, Time, Location: n/a

Specific Duties: n/a

11. PROPRIETOR will provide COUNTY with a copy of their Mendocino County Event Permit and Security Statement of Adequacy (if applicable); or any other documents the COUNTY deems necessary. In addition, sixty (60) days prior to the Event, PROPRIETOR will provide to COUNTY an initial safety plan for the Event. PROPRIETOR will work with COUNTY to achieve the best security plan for said Event to assure the public has a safe and secure experience while attending said Event. *Note here if this does not apply.*

12. PROPRIETOR shall ensure that Sheriff's Office personnel have access to all areas of the Event for the duration of services provided pursuant to this agreement.

13. PROPRIETOR agrees that the Mendocino County Sheriff's Office sector commander 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 disbursal of all patrons from the Event grounds and surrounding area.

14. In addition to the law enforcement services provided pursuant to Government Code § 53069.8, in the event that additionally dispatch services are needed as a result of

the Event, COUNTY may bill for said additional dispatch services as set out in "Exhibit B".

15. COUNTY will invoice PROPRIETOR within 30 days after the effective date of this Agreement. The PROPRIETOR will pay COUNTY within 30 days of receipt of the invoice, in full.

Payments are to be made to:

Mendocino County Sheriff-Coroner Office
951 Low Gap Rd.
Ukiah, Ca. 95482
Attn. Fiscal Unit – My Lan Do Nguyen

16. Indemnification: PROPRIETOR shall hold harmless, defend, and indemnify the County of Mendocino 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 PROPRIETOR or by any person employed by PROPRIETOR 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. 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 PROPRIETOR (including, but not limited to, the Event grounds), PROPRIETOR 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 PROPRIETOR property and any negligent or wrongful act or omission of PROPRIETOR officers, agents and employees, in any way connected with such condition of the PROPRIETOR property. PROPRIETOR shall compensate COUNTY for and damage to COUNTY owned property sustained in relation to the provision of services by COUNTY pursuant to this Agreement.

17. Termination. Notwithstanding any other provision of this Agreement, COUNTY may forthwith cancel the providing of services under this Agreement if the Sheriff 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 (10) 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. PROPRIETOR may terminate this agreement for any reason by giving written notice to the other party at least two (2) days in advance of the effective date of such termination. If PROPRIETOR cancels the Event and without providing two (2) days advance notice to COUNTY, PROPRIETOR will pay to COUNTY three (3) hours of hourly pay at \$96.65 per hour for a total of \$290.

18. Modification of the Agreement must be made in writing and agreed upon by both parties, signified by signatures and dates of the modifications. The Sheriff is authorized to approve any modification of this agreement on behalf of the County. All notices or communications regarding this Agreement will be given in writing to both parties.
19. 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). Venue for any action arising from this agreement shall be in Mendocino County, California.
20. Insurance. PROPRIETOR 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. Such insurance shall include Mendocino 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 COUNTY. PROPRIETOR shall provide 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 PROPRIETOR has employees, he/she shall obtain and maintain continuously workers' compensation insurance to cover PROPRIETOR and PROPRIETOR'S employees and partners.
21. Survival. The obligation of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding indemnification (Paragraph 16), shall survive termination or expiration for two (2) years.

22. Attachments:

Attachment 1: Event flyer or web posting.

Attachment 2: 50th Annual World's Largest Salmon Barbecue Billing Fee Schedule

[END OF TERMS]

IN WITNESS WHEREOF

MCSO FISCAL REVIEW:

Sep 16, 2021

SHERIFF DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2310

Line Item: SO - 826250

Grant: ☐ Yes ☒ No

Grant No.: n/a

CONTRACTOR/COMPANY NAME

Michael Miller

By: Michael Miller (Sep 22, 2021 15:46 PDT)

Date: Sep 22, 2021

Event name: 50th Annual World's Largest Salmon Barbecue

County Permit #: not applicable ☒
(attach copy)

Proprietor Address: P.O. Box 1448
Fort Bragg, Ca. 95437

Phone Number: 707-962-9141 / 707-318-9763

Email: mendocoho@gmail.com

Web: <https://salmonrestoration.com/>

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: OCT 20 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap
Deputy OCT 20 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Amap
Deputy OCT 20 2021

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 09/14/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Christopher
Deputy CEO

Date: 09/14/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ n/a

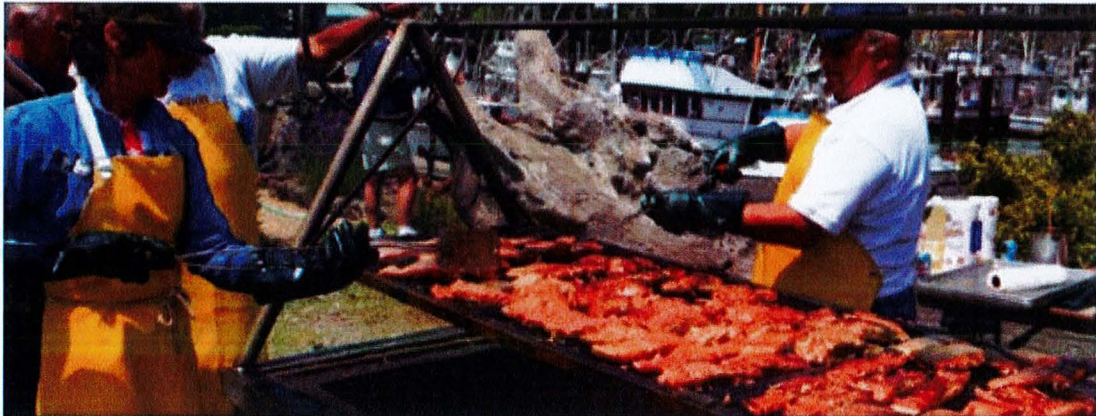
Mendocino County Business License: Valid ☒ Exempt

Exempt Pursuant to MCC Section: March 21, 2017, Approval of Exemption, Item No. 4(p)

Attachment 1
(Event Flyer or Website Screen Print)

DON'T MISS THE 50TH ANNUAL WORLD'S LARGEST SALMON BBQ

POSTED ON MAY 17, 2021 IN EVENT, FEATURED, NEWS



The 50th Annual World's Largest Salmon Barbecue is scheduled for **Saturday, July 3, 2021.**

This event is the main fundraiser for the Salmon Restoration Association. You won't want to miss it!!

For details about our this event, please check out our page to learn more: **The World's Largest Salmon BBQ.**

[Buy Your Tickets Now](#)

Tickets are also available at Harvest Market in the Boatyard Shopping Center in Fort Bragg, and at the door on the day of the event.

Attachment 2

50th Annual World's Largest Salmon Barbecue Billing Fee Schedule		
Item	Rate	Unit
Jail Booking Fee	\$116.00	each
Jail Daily Rate	\$140.31	daily
Deputy Sheriff Coroner	\$99.80	hourly
Mileage is charged at the current approved IRS rate.		