



MONTEREY COUNTY, CALIFORNIA
SHERIFF'S OFFICE
Proudly protecting the community since 1850.

1414 Natividad Road, Salinas CA 93906 ■ (831) 755-3700 ■ www.montereysheriff.org

**SUPPLEMENTAL LAW
ENFORCEMENT SERVICE
APPLICATION**

INSTRUCTIONS

This application must be completed and filed with the Sheriff's Office at least five (5) days prior to the need for supplemental law enforcement. For events with over 1000 total attendance, the application must be submitted to the Sheriff's Office at least 45 days prior to the event. The Sheriff will notify the applicant of the number of deputies to be assigned and of the required fee. The applicant shall pay the required fee to the Sheriff's Office at least twenty-four (24) hours prior to the time the supplemental law enforcement is to be provided. (*Monterey County Ordinance 2.76*)

APPLICANT AND EVENT INFORMATION

NAME OF EVENT OR APPLICANT		NAME OF CONTACT PERSON, IF DIFFERENT	
APPLICANT PHONE NUMBER	APPLICANT FAX NUMBER		APPLICANT E-MAIL ADDRESS
EVENT LOCATION ADDRESS			CITY
TYPE OF EVENT (e.g. Festival, Dance, Race)		EVENT DATE(S):	TIME(S):
WILL FOOD/BEVERAGE BE SERVED? <input type="checkbox"/> YES <input type="checkbox"/> NO	WILL ALCOHOL BE SERVED? <input type="checkbox"/> YES <input type="checkbox"/> NO	WILL THERE BE LIVE MUSIC? <input type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF BAND
# OF PEOPLE ATTENDING EVENT	TIMES DEPUTIES ARE REQUESTED	# OF DEPUTIES REQUESTED	ADDITIONAL REQUEST/REMARKS

BILLING INFORMATION (IF DIFFERENT FROM ABOVE)

NAME	PHONE NUMBER	FAX NUMBER		
ADDRESS		CITY	STATE	ZIP CODE

INDEMNIFICATION AND INSURANCE: Contractor agrees to indemnify, defend and save harmless the County, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the contractor's performance of this agreement.

Applicant Signature

Date

THIS BLOCK FOR OFFICIAL USE ONLY

APPROVING COMMANDER / SERGEANT	NUMBER OF DEPUTIES APPROVED	DATE
--------------------------------	-----------------------------	------

AGREEMENT FOR LAW ENFORCEMENT SERVICES

BETWEEN _____

AND THE COUNTY OF MONTEREY

THIS AGREEMENT is made and entered into by and between _____, hereinafter "Promoter," and the COUNTY OF MONTEREY, a political subdivision of the State of California, on behalf of the Monterey County Sheriff's Office, hereinafter "County."

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

1.1 Effective Dates. _____ through _____.

1.2 Termination. Either party may terminate this Agreement upon notice in writing to the other party of not less than ten (10) days prior to the start of the event. The agreement automatically terminates upon the completion of the event requesting law enforcement services.

2. SCOPE OF SERVICE

2.1 Services. The County agrees, through Sheriff thereof, to provide law enforcement protection and presence for the dates and times specified in the Request for Supplemental Law Enforcement form. The Sheriff's Office services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a Sheriff's Office under State statutes. Such services shall include the enforcement of State Criminal Codes and all pertinent County criminal codes and ordinances as well as:

- All administrative management and supervision of employees assigned to the Event.
- Any transportation and technology support required by the assigned staff.
- Management of any/all reporting requirements generated by the event including reports, field interview cards, records checks, etc.
- Prosecution of persons arrested/cited by assigned staff.
- Transportation of any persons taken into custody by assigned staff.

3. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

3.1 Supervision. Supervision over the rendition of law enforcement services provided by the Sheriff's Office; including the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed; shall remain with County. The Sheriff or a designated representative will meet and confer with the Event Manager or a designated representative on questions related to the provision of services.

3.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment, communication services, and supplies necessary to maintain the level of service to be rendered hereunder.

4. EMPLOYMENT STATUS OF PERSONNEL

4.1 Employment Status. Any person employed by County for the performance of services and functions pursuant to this Agreement shall remain employees of County on special assignment to event for the purposes of this Agreement, and shall not be considered employees of Promoter. No such County employee shall have any entitlement to workers' compensation coverage, pension, or civil service benefits from Promoter.

4.2 Labor Shortage. In the event of an extreme emergency, sick call, or any other form of unforeseen personnel shortfall of individuals assigned to event, County reserves the right to reduce the number and/or hours of personnel as agreed to. Every effort will be made to maintain the level of staffing herein agreed to. Promoter shall be billed only for the actual hours of service received.

5. COMPENSATION

5.1 Fees for supplemental law enforcement shall be determined and paid according to the following:

- A. All supplemental law enforcement services provided shall be reimbursed to the County at their actual cost, as determined by the County's Auditor-Controller.
- B. At least fifteen (15) working days before the time when the supplemental law enforcement services are to be provided, the Promoter shall pay to the County of Monterey through the Sheriff the estimated fee for such supplemental law enforcement services at the rate(s) set by resolution of the Board of Supervisors from time to time.
- C. At least fifteen (15) working days before the time when the supplemental law enforcement services are to be provided, the Promoter shall pay to the County of Monterey through the Sheriff the estimated fee for such use of Sheriff's vehicles as shall be set by resolution of the Board of Supervisors. Within ten (10) working days after the event, the Sheriff shall send an adjusted final bill for the supplemental law enforcement services actually provided to Promoter.

5.2 Compensation shall be provided as set out below in accordance with current resolution of the Board of Supervisors:

- A. The salary schedule for Sheriff's Office employees per hour will be:
 - a. Sheriff's Commander-\$181.36
 - b. Sheriff's Sergeant- \$150.81
 - c. Sheriff's Deputy- \$120.70
 - d. Tactical Communications/Logistical Assistant- \$65.21

- B. The fee schedule for use of Sheriff's Office patrol vehicles will be:
 - a. Patrol vehicle per hour- \$9.00
 - b. Patrol vehicle per mile- \$.58

6. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The parties hereto shall comply with all applicable federal, state and local laws, rules and regulations regarding the provision of law enforcement services, in addition to those laws in regard to nondiscrimination in employment and provision of services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis.

The parties hereto and their officers, employees, agents and subcontractors shall comply with any and all federal, state and local laws which provide for confidentiality of records and other information. Neither party shall disclose any confidential records or other confidential information received from the other party or prepared in connection with the performance of this contract, unless the other party specifically permits, in writing, such disclosure of records or information or such disclosure is specifically required by law.

7. INDEMNIFICATION AND HOLD HARMLESS

7.1 Indemnification by Promoter. Promoter shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Promoter, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Promoter shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Promoter, Promoter shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Promoter indemnification of County. Promoter's obligations hereunder shall be satisfied when Promoter has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe Promoter's obligations to indemnify and hold harmless the County.

8.2 Indemnification by County. County shall indemnify and hold harmless the Promoter, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives from any

liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Promoter, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Promoter; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of Promoter. County's obligations hereunder shall be satisfied when County has provided to Promoter the appropriate form of dismissal (or similar document) relieving the Promoter from any liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe County's obligations to indemnify and hold harmless the Promoter.

13. STANDARD OF CARE

In performing the police services required by this Agreement, County agrees to use that degree of care and skill ordinarily exercised under similar circumstances by law enforcement officers in performance of the duties required by this Agreement. All Sheriff's personnel who provide general and specialized law enforcement services pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

SIGNED:

By: _____ Dated: _____

Title: _____

By: _____ Dated: _____

Title: _____