Service Agreement

This Service Agreement (hereafter "Agreement") is effective from the date of approval by the Yuba County Board of Supervisors through June 30, 2024. The Agreement is between the County of Yuba (hereafter "County") on behalf of its Sheriffs Department (hereafter "Sheriffs Department") and Enterprise Development Authority, an unincorporated governmental instrumentality of the Estom Yumeka Tribe of the Enterprise Rancheria, dba Hard Rock Hotel & casino Sacramento at Fore Mountain (hereafter "Hard Rock").

Recitals

WHEREAS, Hard Rock requires the special services of the Sheriff's Department for special events held at the Hard Rock Hotel & Casino Sacramento at Fire Mountain (hereafter "Casino"); and

WHEREAS, Government Code section 53069.S(a) provides that the Yuba 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; and

WHEREAS, special events held at the Casino are 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 Department provides to the citizens of Yuba County;

NOW, THEREFORE, the parties hereto agree as follows:

(1) Term

The term of this Agreement, as stated above, is effective from the date of approval by the Yuba County Board of Supervisors through June 30, 2024. Either party may terminate this Agreement prior to that date by providing a written notice of termination to the other party no less than thirty (30) days in advance.

(2) Staffing

Hard Rock agrees to use law enforcement personnel from the Sheriffs Department at specified special events as mutually agreed upon between the Sheriffs Department and Hard Rock. If Hard Rock contracts with another entity to produce or sponsor a special event at the Casino, Hard Rock shall guarantee the full terms of this Agreement are met and complied with by that entity. Hard Rock agrees to specifically reference this Agreement in any and all contracts it makes with another entity or other entities and to fully incorporate this Agreement therein.

The number and type of staffing assigned by the Sheriffs Department at the Casino for a special event shall be mutually agreed upon by the Sheriffs Department and Hard Rock. All employees assigned to a special event shall be for a minimum of four (4) hours.

Supervisors from the Sheriffs Department are responsible for supervising Sheriff's Department personnel and will act as liaisons to Casino personnel. The Sheriffs Department will use Captains, Lieutenants and Sergeants (as determined in the Sheriffs sole discretion) to staff supervisory positions. Deputy Sheriffs and Reserve Deputy Sheriffs will be used to staff non-supervisory positions. Captains, Lieutenants and Sergeants may be used to staff non- supervisory positions with the mutual consent of both the Sheriffs Department and Hard Rock.

A Public Safety Dispatcher may be assigned to a special event as mutually agreed upon by the Sheriffs Department and Hard Rock. The Dispatcher may be assigned to the Sheriffs Department's Communications Center or on site at the special event as determined by the Sheriffs Department. Dispatchers assigned to the special event are responsible for processing calls for service and law enforcement radio traffic related to the event.

The Sheriffs Department and Hard Rock will continuously meet and confer on law enforcement staffing levels for each special event requiring supplemental law enforcement services. If a mutual agreement cannot be reached on staffing levels, the final decision will rest with the Sheriff.

(3) Other Services

A Public Safety Dispatcher may be assigned to a special event as mutually agreed upon by the Sheriffs Department and Hard Rock. The Dispatcher may be assigned to the Sheriff's Department's Communications Center or on site at a special event as determined by the Sheriffs Department. Dispatchers assigned to the special event are responsible for processing calls for service and law enforcement radio traffic related to the event.

Community Service Officers (CSO) may also be assigned to a special event as mutually agreed upon by the Sheriffs Department and Hard Rock. Assignment of Community Service Officers is specifically limited to providing traffic control, and not supplemental law enforcement services.

(4) Reimbursement for Services

Hard Rock agrees to compensate the Sheriffs Department for personnel costs incurred. The Sheriffs Department agrees to bill Hard Rock for the actual time assigned to the event. This may include pre-event briefings. These personnel costs are as follows:

Supplemental Law Enforcement Services:	
Supervisor (Captain, Lieutenant, Sergeant)	$115.00/hour
Deputy Sheriff	$89.00/hour
Reserve Deputy Sheriff	$55.00/hour

Other Services:	
Public Safety Dispatcher	$69.00/hour
Community Services Officer	$67.00/hour
Correctional Officer	$69.00/hour

The Sheriffs Department agrees to bill Hard Rock only for time assigned to the special event. This includes pre-event briefings.

The Sheriffs Department will not charge Hard Rock for the cost of booking prisoners into the Yuba County Jail.

The Sheriffs Department will not charge Hard Rock for the use of department-owned equipment.

The Sheriffs Department will not charge Hard Rock for costs associated with responses for mutual aid assistance from outside agencies. "Mutual Aid" is defined as the emergency response of on-duty law enforcement personnel from any agency other than the Yuba County Sheriffs Department.

If the Sheriffs Department and Hard Rock mutually agree to use law enforcement personnel from another law enforcement agency to supplement staffing levels, Hard Rock must make separate and direct payment to that other agency for services received. This does not apply to emergency mutual aid responses.

The Sheriffs Department will submit a detailed invoice to Hard Rock on a monthly basis for services provided pursuant to this Agreement. Hard Rock agrees to pay all bills in full no later than thirty (30) days after receiving the bill.

(5) Pedestrian and Traffic Devices

Hard Rock agrees to provide, at their cost, all control devices (i.e., signs, cones, barricades, fencing, lighting, etc.) designed for the use of crowd control and/or traffic control. The type of devices and their placement shall be mutually agreed upon by Hard Rock, the Yuba County Sheriff's Department and California Highway Patrol.

(6) Insurance and Indemnification

The County of Yuba is self-insured.

The Yuba County Sheriffs Department shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify, and hold Hard Rock, its parents, affiliated and related companies and their partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss (including attorney's fees, witness' fees, and all court costs), damages, expenses, and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property to the extent arising out of any negligent or willful misconduct act of the Yuba County Sheriffs Department or its agents,

employees, appointees, or designees which act was performed in the fulfillment of this Agreement.

Hard Rock shall, to the fullest extent permitted by law and at its own expense, defend, indemnify and hold the County of Yuba and the Yuba County Sheriff's Department, their agents, employees, appointees, and designees harmless from and against any and all claims, loss (including attorney's fees, witness' fees and all court costs), damages, expenses and liability resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or willful misconduct act by Hard Rock, its parents, affiliates and related companies and their partners, directors, officers, employees, servants, representatives and agents which act was performed in the fulfillment of this Agreement.

Hard Rock shall provide proof of general liability insurance in the face amount of at least two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall be twice the required occurrence limit or the County of Yuba shall be named as an additional insured and with a carrier acceptable to the County of Yuba. Hard Rock shall provide Worker's Compensation insurance as outlined in the Secretarial Procedures. Hard Rock shall also maintain Employer's Liability in the amount of one million dollars ($1,000,000) per each accident, one million dollars ($1,000,000) policy limit for bodily injury by disease, and one million dollars ($1,000,000) each employee for bodily injury by disease. Proof of insurance shall be provided to the County of Yuba.

(7) Authority

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates, or firms represented and purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been complied with fully.

(8) Amendments

This Agreement may be modified at any time only by written Amendment executed by all of the parties hereto.

(9) Construction

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

(10) Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties.

(11) Governing Law

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of their signatures.

Hard Rock Representative — **Date** 12/7/23

Wendell Anderson, Yuba County Sheriff-Coroner — **Date** 12/18/23

Chairman
Yuba County Board of Supervisors — **Date**

Approved as to Form

By: _____
Joseph F. Larmour, County Counsel

Insurance Provisions Approved

_____
Tiffany Manuel, Risk Manager