# AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES TO THE YUBA COMMUNITY COLLEGE DISTRICT FOR SPECIAL EVENTS

This Law Enforcement Services Agreement ("Agreement") is made and entered into on August 14, 2024, by and between the Yuba County Sheriff's Department ("Sheriff's Department") and Yuba Community College District ("District"). Sheriff's Department and District are at times referred to in this Agreement individually as "Party" and collectively as "Parties."

**Recitals**

WHEREAS, the District desires to contract with the Sheriff's Department for special law enforcement services related to special events on campuses within the District;

WHEREAS, the Sheriff's Department is specially trained, experienced, properly certified/licensed and competent to perform the services required by the District, and such services are needed on a limited basis;

WHEREAS, the provision of special 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

This Agreement is effective from the date of approval by the last Party to execute this Agreement through June 30, 2029. Either Party may terminate this Agreement for any reason prior to that date by providing a written notice of termination to the other Party no less than thirty (30) days in advance.

## 2) Services and Staffing

The District agrees to use law enforcement personnel from the Sheriff's Department at the following specified special events: Commencement, Other college events, Athletic Events, etc. ("Special Event(s).")

The Parties shall mutually agree on the number and type of staffing assigned by the Sheriff's Department at the District's campuses for the Special Event. All Sheriff's Department employees assigned to a Special Event shall provide services for a minimum of four (4) hours.

Supervisors from the Sheriff's Department are responsible for supervising Sheriff's Department personnel and will act as liaisons to District personnel related to the Special Event. The Sheriff's Department will use Captains, Lieutenants, Correctional Officers, and Sergeants (as determined in

the Sheriff's Department's sole discretion) to staff supervisory positions. Deputy Sheriff's and Reserve Deputy Sheriff's 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 Parties.

The Parties may enter into an amendment to this Agreement for the Sheriff's Department to provide law enforcement services for other special events not specifically listed in this Agreement. The Parties will mutually agree on law enforcement staffing levels for each special event requiring special law enforcement services.

**3) Other Services**

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

Community Service Officers (CSO) may also be assigned to the Special Event as mutually agreed upon by the Parties. Assignment of Community Service Officers is specifically limited to providing traffic control, and not supplemental law enforcement services.

The Sheriff's Department will perform other reasonable services requested by the District and agreed to by the Sheriff's Department related to the Special Event.

**4) Reimbursement for Services**

The District agrees to compensate the Sheriff's Department for personnel costs incurred as billed by the Sheriff. The Sheriff's Department agrees to bill the District 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) | $128.00/hour |
| Deputy Sheriff | $98.00/hour |
| Reserve Deputy Sheriff | $55.00/hour |
| Other Services: | |
| Public Safety Dispatcher | $75.00/hour |
| Community Services Officer | $73.00/hour |
| Correctional Officer | $69.00/hour |

The Sheriff's Department agrees to bill the District only for time assigned to the Special Event. This includes pre-event briefings.

The Sheriff's Department will not charge the District for the cost of booking prisoners into the Yuba County Jail.

The Sheriff's Department will not charge the District for the use of Sheriff's Department-owned equipment.

The Sheriff's Department will not charge the District 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 Sheriff's Department.

The Sheriff's Department and the District may mutually agree to use law enforcement personnel from another law enforcement agency to supplement staffing levels. If this occurs, the Sheriff's Department will invoice the District for these services as set forth in this Agreement. This does not apply to emergency mutual aid responses.

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

**5) Annual Rate Escalation**

The parties agree that the fees, rates, or charges specified in this agreement shall be subject to annual escalation in accordance with the terms set forth below.

The annual escalation of the fees, rates, or charges shall be calculated based on the County approved applied labor rate. The applied labor rate shall be determined by factors including but not limited to negotiated labor agreements, Cost of Living Adjustments (COLA), equity adjustments and overhead costs.

The Sheriff's Department shall provide written notice of pending escalated rates.

The adjusted rate will go into effect upon signed written agreement between the Sheriff's Department and District.

Any disputes arising from the application or interpretation of this escalation clause shall be resolved in accordance with the terms set forth in Section 1 of this agreement.

**6) Pedestrian and Traffic Devices**

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

In any event, the total payment for services of contractor shall not exceed $ 94,500.

**7) Insurance and Indemnification**

The County of Yuba is self-insured.

The Yuba County Sheriff's Department shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify, and hold the District, its Board of Trustees, agents, officers, officials, and employees harmless from and against any and all claims, losses (including attorneys' 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 Sheriff's Department or its agents, employees, appointees, or designees which act was performed in the fulfillment of this Agreement. This section shall survive the termination or expiration of this Agreement.

The District 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, losses (including attorneys' 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 by the District, or its Board of Trustees or its agents, employees, appointees, or designees, which act was performed in the fulfillment of this Agreement. This section shall survive the termination or expiration of this Agreement.

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this agreement, and obtain, keep in force and maintain sufficient funds, whether through insurance or equivalent programs of self-insurance, for general liability, workers' compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this agreement is a material breach of contract and is grounds for termination of the agreement.

**8) 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.

**9) Independent Contractor**

Sheriff's Department shall be deemed and act as an independent contractor. Sheriff's Department understands and agrees that neither Sheriff's Department nor any of Sheriff's Department's employees, officers, agents, consultants, or subconsultants shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to worker's compensation or unemployment benefits. Sheriff's Department further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Sheriff's Department shall perform the services and obligations under this Agreement according to the Sheriff's Department's own means and methods of work, which shall be in the exclusive charge and under the control of Sheriff's Department, and which shall not be subject to control or supervision by the District, except as to the results of the Services. To the furthest extent provided by law, Sheriff's Department agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Sheriff's Department's employees, officers, agents, or representatives (as independent contractors) who provide services under this Agreement.

**10) Non-Assignability**

Neither party may assign or transfer any interest in this Agreement or any portion thereof to a third party without the prior written consent of the other party. Either party may automatically terminate this Agreement if the other party makes any purported assignment without the first party's prior written consent.

**11) Confidential Information**

In performing the Services, Sheriff's Department may from time to time gain access to confidential or proprietary information and records, including but not limited to student record information as defined by 20 USC section 1232g, private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information."). The Parties agree that such access is not a provision or conveyance or disclosure to Sheriff's Department of student record information in violation of section 1232g or of any similar state law. Sheriff's Department acknowledges that any disclosure to any third party or any misuse of Confidential Information may irreparably harm the District. Accordingly, Sheriff's Department will not disclose or use, either during or after the term of this Agreement, any Confidential Information of the District without the District' s prior written permission or unless otherwise required by law.

Sheriff's Department further agrees that if in the performance of Services it does obtain such access to Confidential Information, to the extent allowed by law, it shall refrain from any removal, use or disclosure to any third person of such Confidential Information and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such Confidential Information. Sheriff's Department will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. At all times during and after the term of this Agreement, Sheriff's Department shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Sheriff's Department agrees to return all copies of Confidential Information to the District upon expiration or termination of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.

**12) Amendments**

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

**13) 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.

**14) 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.

**15) Severability**

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable, the balance of the Agreement shall nevertheless remain in full force and effect.

**16) Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**17) Governing Law**

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

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

YUBA COUNTY SHERIFF'S OFFICE
720 Yuba Street
Marysville, CA 95901
(530) 749-7777

Signature

Wendell Anderson Sheriff-Coroner
Name and Title

10-1-24
Date

YUBA COMMUNITY COLLEGE DISTRICT
3301 E. Onstott Road,
Yuba City, CA 95991
(530) 741-6971

Signature

Dr. Shouan Pan, Chancellor
Name and Title

Date

**Approved as to Form**

**By:** Kuldeep Kaur
Kuldeep Kaur, Vice Chancellor of Administrative Services

10/1/2024
Date

**YUBA COUNTY BOARD OF SUPERVISORS**

Chair Signature

Date

**YUBA COUNTY COUNSEL'S OFFICE**

**Approved as to Form**

Janet E. Bender

9/26/24

Date