

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT  
BETWEEN THE COUNTY OF CALAVERAS AND  
KAUTZ VINEYARDS, INC.**

This Supplemental Law Enforcement Services Agreement ("Agreement") is made and entered into by and between the County of Calaveras, a political subdivision of the State of California (hereinafter referred to as "County") whose principal place of business is 891 Mountain Ranch Road, San Andreas, California 95249 and Kautz Vineyards, Inc., a California Corporation, doing business as Ironstone Vineyards and Winery, whose principal place of business is 1894 Six Mile Road, Murphys, California 95247 (hereinafter referred to as "Ironstone"), collectively referred to as ("Parties").

**RECITALS**

**Whereas**, Ironstone wishes to contract with the County for the performance of supplemental law enforcement services by the Calaveras County Sheriff's Office (Sheriff) to preserve the peace at special events or occurrences that happen at Ironstone on an occasional basis; and

**Whereas**, the County agrees to provide supplemental law enforcement services on the terms and conditions set forth in this Agreement; and

**Whereas**, supplemental law enforcement services are authorized by California Government Code §53069.8.

**Now Therefore**, in consideration of the mutual covenants and consideration set forth below, the Parties mutually agree as follows:

**1.0 Scope of Services.**

- 1.1 The County agrees, through the Sheriff's Office, to provide law enforcement services to Ironstone, located within the unincorporated area of the County at 1894 Six Mile Road, Murphys, California, 95247.
- 1.2 The Sheriff, and/or the Sheriff's designee, shall have exclusive discretion to determine deputy sheriff assignments at all Ironstone events for which supplemental law enforcement services are to be provided.
- 1.3 These services include the stationing of deputy sheriffs at events held by Ironstone with an estimated attendance of at least two hundred and fifty (250) participants. Two deputy sheriffs will be stationed at the event for every two hundred and fifty (250) participants estimated to attend. Five (5) calendar days prior to a scheduled event, the Sheriff, the Sheriff's designee, and other appropriate law enforcement representatives will meet with Ironstone management, security, and event promoters to formulate an "Event Security Plan." Ironstone shall provide the Sheriff's Office with projected event attendance, based on historical data, ticket sales, and other available means, not less than five (5) calendar days prior to the scheduled event. Projected event attendance may be provided to the Sheriff's Office during the formulation of the "Event Security Plan."
- 1.4 The Sheriff or the Sheriff's designee will determine deputy sheriff staffing levels and the time and date deputy sheriffs will be stationed at the special event; the Sheriff or the

Sheriff's designee's determination will be made in consultation with Ironstone management and will be incorporated into the "Event Security Plan." The Sheriff has the discreet authority to waive or reduce the quantity of deputy sheriffs stationed at special events, per two hundred and fifty event participants, upon finding that the special event poses no risk(s) to public peace and safety that warrant mitigation activities.

- 1.5 Ironstone agrees that all events shall comply with all applicable provisions of law, including the Calaveras County Code.
- 1.6 The services shall only encompass duties and functions of the type within the jurisdiction of and customarily rendered by the Sheriff's Office under the statutes of the State of California and do not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code.
- 1.7 None of the supplemental law enforcement services to be provided under this Agreement will reduce the normal and regular ongoing service that the County otherwise provides.
- 1.8 Law enforcement services performed may include, if determined by the Sheriff's Office to be appropriate, supplemental security support, supplemental officer support, and supplemental professional civilian support staff.

## **2.0 Term of Agreement.**

- 2.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2022, unless earlier terminated or extended as provided herein.
- 2.2 At the option of the County, with the concurrence of the Sheriff's Office through its designated representative as set forth in Section 5.0, this Agreement may be extended for successive periods not to exceed one (1) year, or three hundred and sixty five (365) calendar days, each and not to exceed a total of five (5) years from the original date of this agreement. The term of this Agreement, for successive periods, shall be from July 1<sup>st</sup> through June 30.
- 2.3 Sixty (60) days prior to the expiration of this Agreement or any extensions thereto, the parties shall meet to discuss the possible extension of this Agreement pursuant to Section 2.2 above. The parties shall reach an agreement as to the terms of any extension period no later than thirty (30) days prior to the expiration of this Agreement or any extensions thereto. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

## **3.0 Right of Termination.**

- 3.1 Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the designated representatives set forth in Section 5.0 of this Agreement.

## **4.0 Payment.**

- 4.1 Pursuant to Government Code §53069.8 (b) Ironstone shall provide for full reimbursement to the County and the Sheriff's Office of the actual costs of providing supplemental law services specified in this Agreement.
- 4.2 The actual costs of providing the supplemental law enforcement services specified in this Agreement shall include all salary expenses including, but not limited to, actual hourly rates, overtime, double time, cost of benefits and other actual expenses of all personnel and all

materials used in providing the services set forth in the Agreement. Assignment of personnel and materials will be decided upon during the formulation of the event security plan in conformance with Section 1.3 of the Agreement.

- 4.3 The billable period for reimbursable costs ends when the Sheriff's Office determines that the event has concluded and there is no longer any need to provide law enforcement services as the special event no longer poses a risk to public peace and safety.
- 4.4 Payment in full shall be submitted to the Sheriff's Office within forty five (45) days after the invoice date. If such payment is not delivered within forty five (45) days after the date of the invoice, the County is entitled to recover interest thereon.
- 4.5 Interest shall be assessed at ten percent (10%), compounded every forty five days, on the past due balance the day after the invoice due date.

**5.0 Notices and Designated Representatives.**

- 5.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt, or mailed by first class registered or certified mail, postage prepaid and addressed to the parties at the following addresses and to the attention of the person named. Addresses and person to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Calaveras County Sheriff's Office  
Attn: Rick DiBasilio, Sheriff  
1045 Jeff Tuttle Drive  
San Andreas, CA 95249

Notices to Ironstone shall be addressed as follows:

Ironstone Vineyards and Winery  
Attn: Stephen Kautz  
1894 Six Mile Road  
Murphys, CA 95247

- 5.2 The designated party representatives for this Agreement and contact information is as follows:

Calaveras County Sheriff's Office  
Section/Unit: Sheriff  
Attn: Rick DiBasilio  
1045 Jeff Tuttle Drive  
San Andreas, CA 95249  
Phone: (209) 754-6500  
Fax: (209) 754-6659

Ironstone Vineyards and Winery  
Section/Unit:  
Attn: Stephen Kautz  
1894 Six Mile Road  
Murphys, CA 95247  
Phone: (209) 728-1251  
Fax: (209) 728-1275

## **6.0 Indemnification**

- 6.1 Ironstone shall indemnify and hold harmless Sheriff, County, County's elected representatives, officers, agents, and employees from and against claims, demands, losses, defense costs (including reasonable attorney fees), expenses or liability of any kind or nature, for personal injury or property or monetary damages arising out of: any negligent act or omission by Ironstone, its officers, agents, or employees, in performing services, responsibilities or duties under this Agreement or; any breach of any statutory, regulatory, contractual, or legal duty of any kind related, directly or indirectly, to the services, responsibilities, or duties required of Ironstone under this Agreement.
- 6.2 County and Sheriff shall indemnify and hold harmless Ironstone, its officers, agents, and employees from and against claims, demands, losses, defense costs (including reasonable attorney fees), expenses or liability of any kind or nature, for personal injury, property, or monetary damage arising out of performing services, responsibilities, or duties under this Agreement or; any breach of any statutory, regulatory, contractual, or legal duty of any kind related, directly to the services, responsibilities or duties required of County or Sheriff under this Agreement.

## **7.0 Choice of Law and Forum.**

This Agreement shall be interpreted under the laws of the State of California and venue for any action shall be in Calaveras County, State of California.

## **8.0 Amendments.**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment executed by the County Board of Supervisors and an authorized representative of Ironstone.

## **9.0 Non-Waiver**

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

## **10.0 Severability**

If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this agreement shall remain in full force and effect.

## **11.0 Entire Agreement**

This Agreement and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change in this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement.

**In witness whereof**, the Parties hereto have executed this Agreement for Supplemental Law Enforcement Services on the dates indicated below.

**COUNTY OF CALAVERAS**

By: \_\_\_\_\_  
John "Jack" Garamendi, Jr., Chair  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

**IRONSTONE**

Kautz Vineyards, Inc., doing business as Ironstone Vineyards and Winery

By: \_\_\_\_\_  
Stephen Kautz, President  
"Ironstone"

Dated: \_\_\_\_\_

**Approved As To Form:**

By:   
\_\_\_\_\_  
Gregory Wayland, Deputy County Counsel

Dated:   
\_\_\_\_\_