

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # *B-6

Urgent

Routine

SHERIFF

AGENDA DATE June 26, 2012

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of the 2012 Agreement Between the 38th Agricultural Association - Stanislaus County Fair Board and Stanislaus County for the Sheriff to Provide Security at the Fair

STAFF RECOMMENDATIONS:

1. Approve the 2012 Agreement Between the 38th Agricultural Association - Stanislaus County Fair Board and Stanislaus County for the Sheriff to Provide Security at the Fair.
2. Authorize the Chief Executive Officer to sign the Agreement on behalf of the County.

FISCAL IMPACT:

The amount of \$130,000 for the 2012 Agreement has already been included in the Sheriff's Department Proposed Budget for Budget Year 2012-2013. This amount represents approximately 2,800 hours and includes all salary and related benefits for the Sheriff personnel performing fair security duties, including assignments in the arena, free variety stage, beer booths, grounds, gates, mounted patrols and supervision by Sergeants. This is the same amount as the 2011 Agreement.

BOARD ACTION AS FOLLOWS:

No. 2012-310

On motion of Supervisor Chiesa, Seconded by Supervisor De Martini, and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the 2012 Agreement Between the 38th Agricultural Association - Stanislaus County Fair Board and Stanislaus County for the Sheriff to Provide Security at the Fair

DISCUSSION:

The Sheriff's Department has been providing security services for the 38th Agricultural Association - Stanislaus County Fair for over 30 years. The Sheriff's Department has developed an operational staffing plan for the Fair based on the last three year's experience. A Sheriff's designee met with the Fair Board and the parties agreed upon reimbursement to the Sheriff's Department for actual labor costs incurred for services up to a maximum of \$130,000. Each year after the conclusion of the Fair, the Sheriff presents an After Action Report to the Fair Board which reflects actual labor costs. In the event that the costs to staff the Fair exceed \$130,000 the overage will be absorbed by Sheriff's Department Operations Budget. The Fair Board will continue to indemnify the County against any and all claims that may arise. It is important that this community event remain incident free, safe and fun for residents of Stanislaus County.

POLICY ISSUES:

Approval of this agreement supports the Board's priority of A Safe Community and Effective Partnerships. In addition the 38th Agricultural Association - Stanislaus County Fair directly supports the Board priority of A Strong Agricultural Heritage.

STAFFING IMPACT:

Approval of this agenda item will assist the Sheriff's Department in providing an appropriate level of staffing for security at the Fair.

CONTACT:

Adam Christianson, Sheriff-Coroner. Telephone: (209) 525-7015.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER O-03-2012
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

38TH DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

COUNTY OF STANISLAUS

2. The term of this **JULY 13, 2012** through **JULY 22, 2012**
 Agreement is:

3. The **maximum** amount
 of this Agreement is: **\$130,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work & Budget Detail/Payment Provisions **On reverse side**

Exhibit B – Insurance Requirements
 Contractor must provide liability insurance as outlined in Exhibit B, Insurance Requirements. **2 pages**

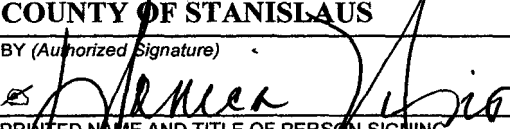
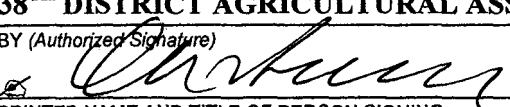
Exhibit C* – General Terms and Conditions **2 pages**

Check mark one item below as Exhibit D:

- | | | |
|--------------------------|---|-----|
| <input type="checkbox"/> | Exhibit - D Special Terms and Conditions | n/a |
| <input type="checkbox"/> | Exhibit - D* Special Terms and Conditions | n/a |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COUNTY OF STANISLAUS		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/26/12	
PRINTED NAME AND TITLE OF PERSON SIGNING MONICA NINO, CHIEF EXECUTIVE OFFICER		
ADDRESS 1010 10th STREET, SUITE 6800, MODESTO, CALIFORNIA 95354		
STATE OF CALIFORNIA		
AGENCY NAME 38TH DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/7/12	
PRINTED NAME AND TITLE OF PERSON SIGNING CHRIS BOROVSANSKY, CHIEF EXECUTIVE OFFICER		
ADDRESS 900 N. BROADWAY, TURLOCK, CA 95380		
<input type="checkbox"/> Exempt per:		

~~APPROVED AS TO FORM~~

STANISLAUS COUNTY COUNSEL



EXHIBITS A & B **FOR STANDARD AGREEMENT # : O-03-2012**

BETWEEN: **38TH DISTRICT AGRICULTURAL ASSOCIATION**
AND: **COUNTY OF STANISLAUS**

EXHIBIT A – SCOPE OF WORK & BUDGET DETAIL/PAYMENT PROVISIONS:

The 2011 Stanislaus County Fair will be held July 13 – 22, 2012.

THE CONTRACTOR AGREES:

1. To provide the Stanislaus County Sheriff's Department as security for the 2012 Stanislaus County Fair in accordance with an operational and staffing plan developed by the County of Stanislaus. State may provide input into the operational plan, but the County shall retain sole discretion to determine the number of personnel and assignments needed to provide an adequate level of security to ensure public safety during the Fair.
2. To retain Worker's Compensation liability insurance for this contract.
3. To provide a certificate of insurance as outlined in the attached Exhibit B, Insurance Requirements, for the term of this agreement.
4. To provide a summary of actual labor costs incurred by Contractor for the 2012 Stanislaus County Fair, following the close of the Fair.

THE STATE AGREES:

1. To pay Contractor for the actual labor costs incurred, up to the maximum amount of \$130,000.00, for the services provided in this contract. Total to be paid to Contractor no later than 30 days following satisfactory completion of the terms of this agreement and receipt of Contractor's labor cost summary. Contract not to exceed One hundred thirty thousand dollars (\$130,000.00).
2. To indemnify, defend and hold harmless the County of Stanislaus, its officers, agents, employees or volunteers from and against any and all claims, judgments, administrative actions, losses, liabilities, expenses, damages and other costs, including reasonable litigation costs, expert witness and attorney fees, from every cause, including, but not limited to any actual or alleged personal injury, death, damage or destruction of property including the loss of its use arising directly or indirectly out of, resulting from, or in connection with, performance of this agreement.

If any term or provision of this agreement, is found to be illegal or unenforceable, then, notwithstanding, this agreement shall remain in full force and effect and such offending term or provision shall be deemed stricken. This agreement shall be construed in accordance with the laws of the State of California and according to its fair meaning and not strictly for or against the State or County. In the event of litigation to enforce the performance of this agreement, the prevailing party in litigation shall be entitled to reasonable costs, including attorneys' fees as fixed by the court.

EXHIBIT B
INSURANCE REQUIREMENTS
(2 pages)

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, or California Exposition and State Fair, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. **Insurance Certificate** - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:** "That the State of California, the 38th District Agricultural Association, the Stanislaus County Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. **Dates:** The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. **Coverages:**

a. **General Liability** - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all Types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. **Workers' Compensation** - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. **Medical Malpractice** - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. **Liquor Liability** - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. **Cancellation Notice:** A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving 30 days prior written notice to the named certificate holder.

5. **Certificate Holder:**

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations.

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.