

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

DEPT: Sheriff

BOARD AGENDA: 5.B.7
AGENDA DATE: May 22, 2018

SUBJECT:

Approval of the 2018 Agreement Between the 38th District Agricultural Association - Stanislaus County Fair Board and Stanislaus County for the Sheriff to Provide Security at the Fair

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0237

On motion of Supervisor Withrow _____, Seconded by Supervisor Chiesa _____
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, and Chairman DeMartini _____

Noes: Supervisors: None _____

Excused or Absent: Supervisors: Olsen _____

Abstaining: Supervisor: None _____

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:



ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff

BOARD AGENDA:5.B.7
AGENDA DATE: May 22, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of the 2018 Agreement Between the 38th District Agricultural Association - Stanislaus County Fair Board and Stanislaus County for the Sheriff to Provide Security at the Fair

STAFF RECOMMENDATION:

1. Approve the 2018 Agreement Between the 38th District 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.

DISCUSSION:

The Sheriff's Department has been providing security services for the 38th District Agricultural Association – Stanislaus County Fair for the past 32 years. The Sheriff's Department has developed an operations staffing plan for the Fair based on past years' experience and the projected expense that will be incurred.

The Sheriff has negotiated with the Fair Board and as a result of the negotiations the Fair Board has agreed to reimburse the Sheriff's Department and Stanislaus Regional 911 (SR911) for actual salary and related benefits costs incurred for services up to a maximum of \$136,000. As in previous years, in the event costs to staff the Fair exceed the contracted rate of \$136,000, the overage will be absorbed by the Sheriff's Department. Total security costs in 2017 were \$126,320 and resulted in \$6,320 being absorbed by the Sheriff's Department. In 2018, security costs are estimated to be \$130,000 and dispatch services costs are estimated to be \$6,000.

The Fair Board will continue to indemnify the County against any and all claims that may arise.

POLICY ISSUE:

Government Code Section 53069.8 authorizes the Board of Supervisors of a County to contract on behalf of the Sheriff of that county 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.

FISCAL IMPACT:

\$120,000 in appropriations and estimated revenue have been included in the Department's Proposed Budget for Budget Year 2018-2019. The Department will request an increase of \$16,000 in appropriations and estimated revenue during the Final Budget process. The total cost of \$136,000 represents approximately 1,984 hours and includes all salary and related benefits for both Sheriff and SR911 dispatch services. Personnel will perform fair security duties which include assignments in the arena, free variety stage, beer booths, grounds, gates, mounted patrols, and supervision by Sergeants. As described in the discussion section of this Agenda Item, the cost for providing security services at the Stanislaus County Fair may exceed \$136,000 due to operational and dispatch costs.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Supporting Strong and Safe Neighborhoods* and *Delivering Efficient Public Services and Community Infrastructure* by ensuring the 38th District Agricultural Association – Stanislaus County Fair has an appropriate level of security services provided by the Sheriff's Department so this community event remains incident free, safe and fun for fair attendees.

STAFFING IMPACT:

Services performed through this contract will use existing Sheriff and SR911 staff. There is no additional staffing impact related to this item.

CONTACT PERSON:

Adam Christianson, Sheriff-Coroner (209) 525-7216

ATTACHMENT(S):

1. 2018 Fair Contract

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

AGREEMENT NUMBER

0-09-2018

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 Agreement is: **JULY 13, 2018** through **JULY 22, 2018**

3. The maximum amount of this Agreement is: **\$ 136,000.00**
 One Hundred and Thirty Six Thousand Dollars

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 **1 page**

Exhibit B – Insurance Requirements **1 page**

Contractor must provide liability insurance as outlined in Exhibit B, Insurance Requirements

Exhibit C* – General Terms and Conditions **4 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

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)

5/22/18

PRINTED NAME AND TITLE OF PERSON SIGNING

Jody Hayes, CEO

ADDRESS

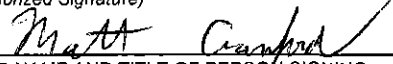
1010 10th Street, Suite 6800, Modesto, CA 95354

STATE OF CALIFORNIA

AGENCY NAME

38TH DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/12/18

PRINTED NAME AND TITLE OF PERSON SIGNING

Matt Cranford, CEO

ADDRESS

900 N Broadway, Turlock, CA 95380 206-668-1333

California Department of General Services Use Only

Exempt per:

APPROVED AS TO FORMS

STANISLAUS COUNTY COUNCIL

 **5-7-18**

EXHIBIT A and Exhibit B
Standard Agreement: **O-09-2018**

38th District Agricultural Association and County of Stanislaus

SCOPE OF WORK & BUDGET DETAIL/PAYMENT PROVISIONS

The 2018 Stanislaus County Fair will be held July 13-22 2018.

The Contractor Agrees:

1. To provide the Stanislaus County Sheriff's Department as security for the 2018
2. 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 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 Fair.
3. To retain Worker's Compensation liability insurance for this contract.
4. To provide a certificate of insurance as outlined in the attached Exhibit B, Insurance Requirements, for the term of this agreement.
5. To provide a summary of actual labor costs incurred by Contractor for the 2018 Stanislaus County Fair, following the close of fair.

The State Agrees:

1. To pay contractor for the actual labor costs incurred, up to the maximum amount of \$136,000.00, for the services provided in this contract. Total to be paid to the 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 Six Thousand Dollars (\$136,000.00).
2. To indemnify, defend and hold harmless the County of Stanislaus, its officers, agents, employees or volunteers from and against any and all claims, judgements, 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 of 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 constructed 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 C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.