
SHERIFF- CORONER



0022
C O U N T Y O F S A N T A C R U Z

MARK TRACY
SHERIFF- CORONER

701 OCEAN ST, ROOM 340. SANTA CRUZ, CALIFORNIA 95060
PHONE (831) 454-2311 FAX (831) 454-2353 TDD (831) 454-2123

September 1, 1999

Agenda: October 5, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

**SUBJECT: APPROVAL OF ADDITIONAL LAW ENFORCEMENT SERVICES FOR
SANTA CRUZ COUNTY FAIR**

Dear Members of the Board:

The Sheriff's Office is responsible for enforcing State laws and local County ordinances at the Santa Cruz County Fair held annually at the fairgrounds in Watsonville. Sheriff's Deputies routinely respond to criminal incidents, security needs, traffic control and other needs of many Fair visitors.

As in previous years, the management of the Fair has requested additional patrol services from the Sheriff's Office to enhance existing fairgrounds security. An agreement has been negotiated for the Fair to pay \$7,000.00 for Sheriff's Patrol services and \$3,000.00 for the Sheriff's Reserves, Mounted and Motorcycle Posse Units. This agreement calls for extra law enforcement services during the hours of Fair operation from September 14th through September 19th, 1999. \$8,700.00 has already been budgeted in the Sheriff's Fy 99/00 budget for services to the Fair.

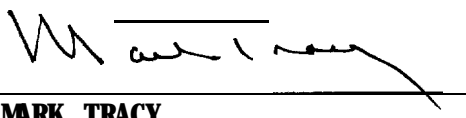
It is therefore. RECOMMENDED that your Board:

- 1. Approve the attached agreement with the State of California 14th Agricultural Association District in the amount of \$10,000.00 and authorize the Sheriff to sign and execute this agreement.**
- 2. Adopt the attached resolution accepting and appropriating \$1,300.00 in unanticipated revenue for law enforcement services for the 1999 Santa Cruz County Fair.**

0024

3. Approve a transfer of existing appropriations in the amount of \$1,700.00 from Sheriff's Patrol overtime to Sheriff's Patrol Professional and Special Services to enable the department to pay Sheriff's Reserves and auxiliaries as called for in the agreement.

Very truly yours,



MARK TRACY
Sheriff-Coroner

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the **County** of Santa Cruz is a recipient of funds from State of California 14th
Agricultural District **for** Santa Cruz County Fair Security program; and

WHEREAS, the County is recipient of funds in the amount of \$ 1,300.00 which are
either in excess of those anticipated or are not specifically set forth in the current fiscal year
budget of the **County**; and

WHEREAS, pursuant to Government Code Section **29130(c) / 29064(b)**, such funds may be
made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 1,300.00 into
Department Sheriff Coroner

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	661300	2384	Other Revenue	\$1,300.00

and that such funds be and are hereby appropriated as follows:

<u>TIC</u>	<u>Index Number</u>	<u>Espenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	661300	3665		Professional & Special Svcs	\$1,300.00

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and
that the Revenue(s) (has been) (will be) **recieved** within the current fiscal year.

By *M. Materny*
Department Head

Date 8/21/99

COUNTY ADMINISTRATIVE OFFICER

 3 / Recommended to Board

 / Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 19____ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Henry A. Oberhelman #
County Counsel 12/16/97

APPROVED AS TO ACCOUNTING DETAIL:

Donald J. Wilson 9/21/99
Auditor-Controller

Distribution:

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0026

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Sheriff Coroner (Dept.)
W. M. ... (Signature) 9-21-99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz County Sheriff's Office (Agency) and, State of California 14th Agricultural District, 2601 E. Lake Ave. Watsonville (Name & Address)
- The agreement will provide security services to the 1999 Santa Cruz County Fair.
- The agreement is needed to enforce the laws and ordinances of the State & County. To enhance security for Fair visitors.
- Period of the agreement is from 9/14/99 to 9/19/99
- Anticipated ~~cost~~ ^{Revenue} is \$ 1,300 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Revenue Agreement. \$8,700 already budgeted for FY 99/00. \$1,300 needs to be appropriated above current budgeted amount. (\$10,000 total). No current contract #. Needs to be assigned.
- Appropriations ~~are~~ ^{Will be} budgeted in 661300 (Index#) 2384 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations ~~are~~ ^{are} available and ~~have been~~ ^{will be} encumbered. Contract No. R-712 Date 9/21/99
GARY A. KNUTSON, Auditor - Controller
By Ronald J. ... Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By Bob ... Date 9/24/99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • ~~...~~
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod

To Orig. Dept. if rejected.
ADM-29 (6/95)

State of California)
County of Santa Cruz) ss
_____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____ 19 _____.
County Administrative Officer
_____ Deputy Clerk

COUNTY OF SANTA CRUZ
 REQUEST FOR TRANSFER OR REVISION
 OF BUDGET APPROPRIATIONS AND/OR FUNDS

0027

Department: Sheriff Coroner

Date: 9/9/99

TO: Board of Supervisors / County Administrative Officer / District Board


I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, ~~19~~ 2000

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6	314,000.00	02	043

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T R A N S F E R	0 2 1	6 6 1 3 0 0	3 6 6 5		1 7 0 0 0 0	Professional & Spec. Svcs
	0 2 2	6 6 1 3 0 0	3 1 0 5		1 7 0 0 0 0	Overtime

Explanation: Transfer \$1,700 in overtime appropriations to professional services to comply with the terms of an agreement with the State 14th District Agricultural Association which provides for payment to the Sheriff's Reserves and Motorcycle Posse for Santa Cruz County Fair security for the period 9/14-9/19 1999.

Name Paul Crawford  Title Sr. Departmental Analyst

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.
 Auditor-Controller, by Ronald J. Silva, Deputy Date 9/21/99

County Administrative Officer's Action: Recommended to Board Approved Not Recommended or Approv
 County Administrative Officer Bolter Date 9-24-99

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request
 ss. County of Santa Cruz } transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an or
 duly entered in the minutes of said Board on

_____, 19____ By _____, Deputy CI

(A-C)* Desc: _____ # _____ - Budget Transfer

Distribution: BRD. NAME AGENDA DATE ITEM NO.
 White-Board of Supervisors Green-County Administrative Officer Goldenrod-Departmental Control Copy
 Yellow-Auditor-Controller Pink-Originating Department

A-C Review	
I	I

9

STANDARD AGREEMENT-

APPROVED BY THE
ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT NUMBER 99-70	AM. NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NUM	

THIS AGREEMENT, made and entered into this 31st day of August, 1999, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Chief Executive Officer	AGENCY 14th District Agricultural Association
--	--

, hereafter called the State, and

CONTRACTORS NAME
Santa Cruz County Sheriff's Office, hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor time for performance or completion, and attach plans and specifications, if any.)

Contractor agrees to act as Security Liaison with the 14th District Agricultural Association and Fairgrounds Security for the 1999 Santa Cruz County Fair to be held September 14, 15, 16, 17, 18, 19, 1999 at 2601 East Lake Avenue, Watsonville, CA 95076-1498.

Contractor agrees to assist Fairgrounds Security with security problems that may arise during the annual Fair.

Contractor agrees to provide assistance not to exceed \$7,000 plus additional Reserve Deputies, Mounted Posse and Motorcycle Posse support not to exceed \$3,000.00 and any other volunteer groups to be determined by the Sheriff's Department.

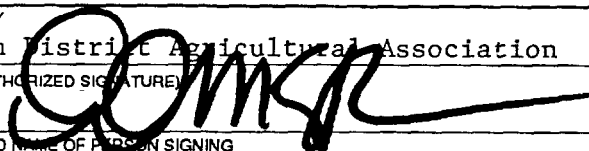

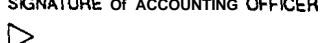
Sheriff's Reserves agree to transport any person(s) incarcerated during Fairtime.

Contractor please note that Fair's carnival will remain open one (1) hour following close of Fair each night.

The attached Standard Contract Terms and Conditions, Drug Free Workplace become a part of this Agreement.

Contractor's obligation to indemnify, defend and save harmless shall not apply to any claims or losses accruing or resulting to any person, firm, or corporation, including Contractor's CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER. (over)

The provisions on the reverse side hereof constitute a part of this agreement IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY 14th District Agricultural Association		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) Santa Cruz County Sheriff's Office			
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 			
PRINTED NAME OF PERSON SIGNING Dimitra M. Smith		PRINTED NAME AND TITLE OF PERSON SIGNING Mark Tracy, Sheriff-Coroner ATTN: Lt. Roger			
TITLE Chief Executive Officer		ADDRESS 701 Ocean Street, Rm. 340 Wildey, Santa Cruz, CA 95060 Contact			
AMOUNT ENCUMBERED BY THIS DOCUMENT Not to exceed \$ 10,000.00	PROGRAM/CATEGORY (CODE AND TITLE) 1999		FUND TITLE 562		
	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE)				
TOTAL AMOUNT ENCUMBERED TO DATE \$	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER 			DATE		

STANDARD AGREEMENT

STD. 2 (REV. 591) (REVERSE)

0029

1. The 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, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as **officers** or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained 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. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. 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 and per diem, unless otherwise expressly so provided.

Deputy Sheriffs, Reserve Deputy Sheriffs, Mounted Posse, and Motorcycle Posse who may be injured or damaged by the intentional acts or sole negligence of the State, its officers, agents or employees.

The state agrees to pay the Contractor the total sum of not to exceed Ten Thousand Dollars (\$10,000.00) upon the satisfactory completion of the terms of this Agreement.

ACCEPTED FOR:

Harold Cheekman III
 Office of the County Counsel
 9/7/99

Approved as to insurance
 By *Janet McKinley*
 Risk Management Division Chief
 Date 9-9-99

Contractor's obligation to indemnify, defend and save harmless shall not apply to any claims or losses occurring or resulting to any person, firm, or corporation including Contractor's Deputy Sheriffs and Reserve Deputy Sheriffs who may be injured or damaged by the intentional acts or sole negligence of the State, its officers, agents or employees.

State of California, Division of Fairs & Expositions

Exhibit _____

STANDARD CONTRACT TERMS AND CONDITIONS
(STD. FORM 2, STANDARD AGREEMENT)

1. Contractor shall maintain all financial records relating to this contract for a period of three years after final payment of this contract or until audited by the State, whichever occurs first, and shall be available for inspection or audit at any reasonable time (Gov Code Section 10532).
2. Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).
3. Contractor shall provide a worker's compensation insurance certificate if worker's compensation is required for this contract. This determination will be made by the fair.
4. If, during the performance of this agreement a dispute arises between contractor and Fair Management which cannot be settled by discussion, the contractor shall submit a written statement within eight hours of the incident giving rise to the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor within four hours, in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.
5. It is understood and agreed that this contract shall be governed by the laws of the State of California both as to interpretation and performance.
6. During the performance of this contract, 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. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated thereunder (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch 5 of Div.. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made 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. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
7. Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code Sect 12990 (a-f) and CA Code of Regulations, Title 2, Div.. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to 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.

Std. Form 2, SCTC (rev. 6/95) page 1 of 2

Date: _____ Initial: _____ (Contractor)



8. If M/W/DVBE compliance is required, contractor or **vendor agrees** that the awarding department or its delegatee will have the right to review, obtain, and copy all records pertaining to **performance** of the contract. Contractor or vendor agrees to provide the **awarding** department or its delegatee with any relevant information requested and shall permit the **awarding** department or its **delegatee** access to its **premises**, upon reasonable notice, during **normal** business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be **relevant** to a matter under investigation for the purpose of determining compliance with PCC Sect. 10115 et seq., and Title 2, CA **Code** of Regulations, Sect. 1896.60 et seq. Contractor or **vendor** further **agrees** to **maintain** such records for a period of three (3) years after **final** payment under the contract Title 2, **CCR**, Sect. 1896.75.
9. The fair reserves the right to terminate any **agreement**, at any time, upon order of the Board of **Directors** by giving the contractor awarded the contract notice, in writing, at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the agreement
10. By signing this contract, Contractor **assures** the state that it complies with the Americans with Disabilities Act (ADA) of 1990. (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
11. By signing this contract, the contractor or grantee hereby **certifies** under penalty of **perjury** under the law of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et set.), and will provide a **drug-free** workplace by taking the following actions:
- (1) Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a **controlled** substance is prohibited and **specifying** actions to be taken against employees for violations.
 - (2) Establish a Drug-Free Awareness Program to inform employees about:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a **drug-free** workplace;
 - (c) Any available counseling, rehabilitation, and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
 - (3) Every employee who works *on the* proposed contract will:
 - (a) Receive a copy of the company's drug-free workplace policy statement; and
 - (b) Agree to abide by the **terms** of the company's statement **as** a condition of employment on the contract

Date: _____ Initial: _____ (Contractor)

State of California
DRUG-FREE WORKPLACE CERTIFICATION

0032

Company/Organization Name

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 835 j in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(s).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

PLEASE COMPLETE) CERTIFICATION 99# - 70

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Official's Name

Date Executed Executed In The County Of

Contractor or Grant Recipient Signature Title

Federal I.D. Number