

County of Santa Cruz

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060
(831) 454-2985 FAX: (831) 454-2353

Mark Tracy
Sheriff-Coroner

August 17, 2000

Agenda: September 12, 2000

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

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA 14TH DISTRICT
AGRICULTURAL ASSOCIATION (DAA) AND THE SHERIFF'S OFFICE FOR
ADDITIONAL SECURITY SERVICES AT THE SANTA CRUZ COUNTY FAIR,
SEPTEMBER 12-17, 2000**

The Sheriffs Office is responsible for enforcing state laws and county ordinances at the Santa Cruz County Fair, held annually at the Santa Cruz County Fairgrounds in Watsonville. Sheriffs Deputies respond routinely to criminal incidents, security needs, traffic control and numerous other needs of the many visitors to the Fair.

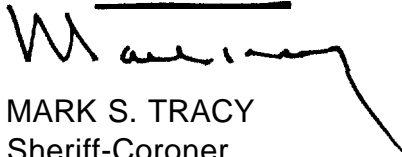
As in previous years, the Fair management has asked the Sheriffs Office to provide additional services to enhance security at the fairgrounds during this year's six-day event, September 12 through 17, 2000. The attached agreement calls for the 14th DAA to pay the Sheriffs Office \$10,000 (\$7,000 for additional Patrol services and \$3,000 for the services of the Sheriffs Reserves and the Mounted and Motorcycle Posse Units); the Sheriffs Office FY 00-01 budget includes \$7,000 for services to the Fair.

It is, therefore, recommended that your Board:

1. Approve the attached agreement between the State of California 14th District Agricultural Association and the Sheriffs Office in the amount of \$10,000 for security services at the 2000 Santa Cruz County Fair, and authorize the Sheriff-Coroner to sign and execute the agreement, and

2. Adopt the attached resolution accepting and appropriating \$3,000 in unanticipated revenue for law enforcement services provided by the Sheriffs Office to the 2000 Santa Cruz County Fair.

Sincerely,



MARK S. TRACY
Sheriff-Coroner

/ssrf

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

- Attachments: 1. Agreement between the State 14th District Agricultural Association and the Santa Cruz County Sheriffs Office (2 originals)
2. Resolution (AUD60)
 3. Request for Approval of Agreement (ADM29)

cc: Auditor-Controller
County Counsel
General Services Department
Sheriff-Coroner

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0241

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

FROM: Sheriff-Coroner (Dept.)
W. C. [Signature] (Signature) 8-22-00 (Date)

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

1. Said agreement is between the Santa Cruz County Sheriff's Office (Agency)
and State of California 14th District Agricultural Association, 2601 E. Lake Ave., Watsonville, CA (Name & Address)
2. The agreement will provide security services to the 2000 Santa Cruz County Fair.
3. The agreement is needed, to enforce the laws and ordinances of the state and county and to enhance security for visitors to the Santa Cruz County Fair.
4. Period of the agreement is from 9/12/00 through 9/17/00
5. Anticipated cost is \$ 3,000 (Fixed amount, Monthly rate, Not to exceed: XXXXXXXXXXXXXXXXXXXX)
6. Remarks: Revenue Agreement; \$7,000 already budgeted for FY 00/01; \$3,000 needs to be appropriated above current budgeted amount (for \$10,000 total); Current contract #R-712.
7. Appropriations ~~are~~ ^{will be} budgeted in 661300 (Index#) 2384 (Subobject)

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

Appropriations ~~are~~ ^{are not} available and ~~have been~~ ^{will be} encumbered. Contract No. R-712 Date 8/22/00
N/A GARY A. KNUTSON, Auditor - Controller
By [Signature] 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 _____ Date _____

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Or gining Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ 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 entered
in the minutes of said Board on _____
By _____ Deputy Clerk

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**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~~
District Agricultural Association for security at the Santa Cruz County Fair program; and

WHEREAS, the County is recipient of funds in the amount of \$3,000 _____ 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;

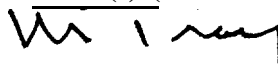
NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 3,000 _____ into Department Sheriff-Coroner

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	661300	2384	Other Revenue	\$3,000

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

<u>TIC</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	661300	3665		Professional and Special Services	\$3,000

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.

B y  _____
Department Head

Date 8-21-00

COUNTY ADMINISTRATIVE OFFICER

 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:

County Counsel 12/16/97

APPROVED AS TO ACCOUNTING DETAIL:

Ronald L. Wilson 8/22/00
Auditor-Co&&oller

Distribution:

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

AUD60 (REV 12/97)

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State of California

STANDARD AGREEMENT

-APPROVED BY THE
S.d. 2 (REV. 5-91) ATTORNEY GENERAL

CONTRACT NUMBER 2000-SA73	AM NO.
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION	

NUMBER

THIS AGREEMENT, made and entered into this 2nd y of August, 2000

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 MANAGER/CEO	AGENCY 14th DAA/ Santa Cruz County Fair, hereafter called the State, and
CONTRACTORS NAME SANTA CRUZ COUNTY SHERIFF'S OFFICE , hereinafter 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-for the 14th District **Agricultural** Association and Fairgrounds Security for the 2000 Santa Cruz County Fair located on the fairgrounds at 2601 East Lake Avenue, Watsonville, CA 95076, September 12, 13, 14, 15, 16, 17, 2000.

Contractor agrees to assist Fairgrounds Security with security problems that may arise during the Annual Fair. Contractor notes that the Fair's carnival will remain open one (1) hour following close of Fair each night.

Contractor agrees to provide assistance not to exceed Seven Thousand (\$7,000) plus additional Reserve Deputies, Mounted Posse, and Motorcycle support not to exceed Three Thousand (\$3,000) and any other volunteer groups to be determined by the Sheriffs Department.

Sheriffs Reserves agree to transport any person(s) incarcerated during fairtime.

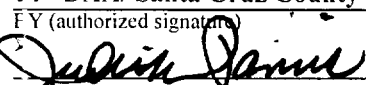
The attached Standard Contract Terms and **Conditions and Drug Free Workplace** become a part of this Agreement.

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 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,

CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

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 14 th DAA/ Santa Cruz County Fair		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) SANTA CRUZ COUNTY SHERIFFS OFFICE			
BY (authorized signature) 		BY (authorized signature) <input type="checkbox"/>			
PRINTED NAME OF PERSON SIGNING Judith Panick PH: 831-724-5671		PRINTED NAME AND TITLE OF PERSON SIGNING. PHONE # Mark Tracy, Sheriff-Coroner; ATTN: Lt. Roger Wildey, Contact			
TITLE CEO	ADDRESS 2601 East Lake Avenue Watsonville, CA 95076	ADDRESS 701 Ocean Street, Rm 340, Santa Cruz, CA 95060			
AMOUNT ENCUMBERED BY THIS DOCUMENT not to exceed \$ 10,000.00		PROGRAM/CATEGORY (CODE AND TITLE) 2000 (optional use)		FUND TITLE 5620	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$		ITEM	CHAPTER	STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$		OBJECTIVE OF EXPENDITURE (CODE AND TITLE)			
I hereby certify upon my own 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		

Dept. of General Services
use only

☐ CONTRACTOR

☐ STATE AGENCY

☐ DEPT. OF GEN. SER

☐ CONTROLLER

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STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

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.

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Standard Agreement #SA00-73
Santa Cruz County Sheriffs Office

Its officers, agents, or employees.

The State agrees to pay the Contractor the total sum of not to exceed Ten Thousand (\$10,000) Dollars upon satisfactory completion of the terms of this Agreement.


Judith Panick, CEO

Santa Cruz County Fair

DATE: 8/2/00

Mark Tracy, Sheriff-Coroner
Santa Cruz County Sheriffs Office

DATE: _____

APPROVED AS TO FORM:

By: Harold A. Cherkman, III
Office of the County Counsel

Approved as to Insurances

By: Janet McKinley
Risk Manager

Date 8-16-2000

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. 2/97) page 1 of 2

Contractor's Initial: _____

Date : _____

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. 10 115 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 seq.), 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.

State of California
 DRUG-FREE WORKPLACE CERTIFICATION

 company/Organization Name:

 The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 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 # .

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.

 Certificate Name

 Date Executed: Executed In The County Of:

 Contractor or Grant Recipient Signature

 Title:

 Federal I > D >