



RESOLUTION No. 18-369

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL AGREEMENT WITH THE 17TH DISTRICT AGRICULTURAL ASSOCIATION – NEVADA COUNTY FAIRGROUNDS TO PROVIDE CASH ROOM GUARDS FOR THE COUNTY FAIR

WHEREAS, each year the 17th Agricultural District contracts with the Nevada County Sheriff's Office to provide security services at the Nevada County Fair; and

WHEREAS, this Agreement provides for reimbursement of staffing costs associated with Sheriff's Office deputies that act as cash room guards at the Nevada County Fair.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, authorizes the Sheriff to execute, that certain agreement on behalf of the County of Nevada, pertaining to law enforcement cash room guards for the 2018 Nevada County Fair in an amount up to \$5,060.80 for the period August 8, 2018 through August 12, 2018.

Funding: 0101 20201 152 1000 451291

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 17th day of July 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

7/17/2018 cc: Sheriff*
AC*

SHORT FORM CONTRACT**(For agreements up to \$9,999.99)**

STD. 210 (Revised 4/2002)

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

CONTRACTOR'S COPY
Please keep for
your records.

CONTRACT NUMBER SS0070-2018	AM. NO.	FEDERAL TAXPAYER ID. NUMBER 94-6000526
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FOR STATE USE ONLY

STD. 204 N/A ON FILE ATTACHED CERTIFIED SMALL BUSINESS
 CCCs N/A ON FILE ATTACHED CERTIFICATE NUMBER
 DVBE % N/A GFE
 Late reason
 Public Works Contractor's License
 Exempt from bidding

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**:CONTRACTOR'S NAME, hereafter called the **Contractor**:17th District Agricultural Association

Nevada County Sheriff's Office

2. The agreement term is from 8/8/2018 through 8/12/20183. The maximum amount payable is \$ NTE \$5,060.80 pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ Attach list if applicable4. Payment Terms (*Note: All payments are in arrears.*) ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE OTHER _____

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (*Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.*)

To furnish on the grounds of the 17th District Agricultural Association, located at 11228 McCourtney Road, Grass Valley, California, plain clothed county law enforcement officers to serve as cash room guards as directed by the Chief Executive Officer of the 17th District Agricultural Association. Work to begin at 5:00 p.m. through the close of the Fair each night (estimated 1:00 a.m.), Wednesday, August 8, 2018, Thursday, August 9, 2018, Friday, August 10, 2018, Saturday, August 11, 2018 and Sunday August 12, 2018.

To provide evidence of insurance as listed on the attached California Fair Services Authority's Insurance Requirements.

State Agrees: To pay the Contractor Five Thousand Sixty Dollars and Eighty Cents (NTE \$5,060.80) upon the satisfactory completion of this agreement and presentation of an invoice. If additional hours are required and authorized by the Fairgrounds Chief Executive Officer, the rate shall be \$63.26 per hour per officer.

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*) GTC*SF GIA* **If not attached, view at www.dgs.ca.gov/contracts/.*

Other Exhibits _____

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 17 th District Agricultural Association Nevada County Fairgrounds		CONTRACTOR'S NAME (<i>If other than an individual, state whether a corporation, partnership, etc.</i>) Nevada County Sheriff's Office			
BY (Authorized Signature) 	DATE SIGNED 6-20-2018	BY (Authorized Signature) 	DATE SIGNED 7-2-18		
PRINTED NAME AND TITLE OF PERSON SIGNING Rea Callender, CEO		PRINTED NAME AND TITLE OF PERSON SIGNING Keith Royal			
ADDRESS P.O. Box 2687 · 11228 McCourtney Road Grass Valley, CA 95945		ADDRESS 950 Maidu Avenue Nevada City, CA 95959 keith.royal@co.nevada.ca.us			
FUND TITLE Account Number: 55124 Account Description: Fair - Guards	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

Phone Number 530265-1471

**NEVADA COUNTY
SHERIFF'S OFFICE**



KEITH ROYAL
SHERIFF/CORONER
PUBLIC ADMINISTRATOR

SS070-2018 / Exhibit A / Plain Clothed Guards @ Fair

June 13, 2018

Rea Callender
CEO Nevada County Fairgrounds
11228 McCourtney Rd
Grass Valley, Ca. 95949
530-273-6217

Dear Mr Callender:

As discussed, here are our costs for providing undercover security services for the 2018 Nevada County Fair, occurring August 8-12, 2018. The following daily cost is for two, plain clothed deputies to provide security services as "Money Guards" for each day of the Fair (5 days).

The two deputies will start their shift at 1700 hours each day and will end their shift at 0100 hours.

August 8, 2018	16 Hours	\$63.26 per hour	Daily Total \$1,012.16
August 9, 2018	16 Hours	\$63.26 per hour	Daily Total \$1,012.16
August 10, 2018	16 Hours	\$63.26 per hour	Daily Total \$1,012.16
August 11, 2018	16 Hours	\$63.26 per hour	Daily Total \$1,012.16
August 12, 2018	16 Hours	\$63.26 per hour	Daily Total \$1,012.16

Event Total \$5,060.80

Any additional security time provided by the deputy over the above listed amounts will be billed at \$63.26 and hours. Please give me a call if you have any questions or concerns. You can reach me at 530-265-1471.

Sincerely,

Lieutenant Mike Walsh
950 Maidu Ave.
Nevada City, Ca. 95959
530-265-1328

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") 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, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, 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 District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, 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 #CGL 001. 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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, 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: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 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. The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.
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.