



# RESOLUTION No. 18-370

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL AGREEMENT WITH THE 17<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION – NEVADA COUNTY FAIRGROUNDS TO PROVIDE SECURITY FOR THE COUNTY FAIR

WHEREAS, each year the 17<sup>th</sup> 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 and dispatchers that provide security 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 security services for the 2018 Nevada County Fair in an amount up to \$27,012.02, for the period August 8, 2018 through August 13, 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

AGREEMENT NUMBER SS00102-2018
REGISTRATION NUMBER None

Federal ID #94-6000526

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
 17<sup>th</sup> District Agricultural Association – Nevada County Fairgrounds  
 CONTRACTOR'S NAME  
 Nevada County Sheriff's Department
- The term of this Agreement is: 8/8/2018 through 8/13/2018
- The maximum amount of this Agreement is: \$ NTE \$27,012.02
- 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 – Agreement Details

1 Page

**General Terms and Conditions:**

To furnish on the grounds of the 17th District Agricultural Association, located at 11228 McCourtney Road, Grass Valley, California, uniformed county law enforcement officers for security of Fair property and the public as directed by the Chief Executive Officer of the 17th District Agricultural Association. Work to begin at 10:00 a.m. Wednesday, August 8, 2018 and to continue through to 1:00 a.m. Monday, August 13, 2018.

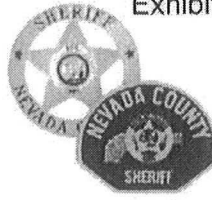
State Agrees: To pay the Contractor not to exceed Twenty-Seven Thousand Twelve Dollars and Two Cents (NTE \$27,012.02) upon the satisfactory completion of this agreement and presentation of an invoice. Any additional hours beyond those contracted and described in the Exhibit A must be approved by the Chief Executive Officer of the 17th District Agricultural Association and will be reimbursed at the rate of \$63.26 per hour.

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](http://www.ols.dgs.ca.gov/Standard Language)

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Nevada County Sheriff's Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Keith Royal, Sheriff,		
ADDRESS 950 Maidu Avenue Nevada City CA 95959 530265-1471		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME 17 <sup>th</sup> District Agricultural Association – Nevada County Fairgrounds		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6.26.18	
PRINTED NAME AND TITLE OF PERSON SIGNING Rea Callender, Chief Executive Officer		
ADDRESS 11228 McCourtney Road, Grass Valley, CA 95949		

**NEVADA COUNTY  
SHERIFF'S OFFICE**



**KEITH ROYAL**  
SHERIFF / CORONER  
PUBLIC ADMINISTRATOR

June 22, 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 uniformed security services for the 2018 Nevada County Fair, occurring August 8-12, 2018. The following daily costs are as follows, and each daily hours and cost amount listed below includes one dispatcher for 10 hours and multiple deputies working various shifts each day:

August 8, 2018	79 Hours	\$63.26 per hour	Daily Total \$4,364.94
August 9, 2018	87 Hours	\$63.26 per hour	Daily Total \$4,871.02
August 10, 2018	87 Hours	\$63.26 per hour	Daily Total \$4,871.02
August 11, 2018	87 Hours	\$63.26 per hour	Daily Total \$4,871.02
August 12, 2018	87 Hours	\$63.26 per hour	Daily Total \$4,871.02
			Event Total \$27,012.02

Any additional security time provided by a deputy over the above listed amounts will be billed at \$63.26 per hour. 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.