



RESOLUTION No. 21-295

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE AGREEMENT WITH THE 17th DISTRICT AGRICULTURAL ASSOCIATION – NEVADA COUNTY FAIRGROUNDS TO PROVIDE SECURITY FOR THE NEVADA COUNTY FAIR AND AUTHORIZING THE SHERIFF TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, each year the 17th District Agricultural Association contracts with the Nevada County Sheriff's Office to provide security services for 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 HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that the Agreement between the County of Nevada and the 17th District Agricultural Association pertaining to providing security services for the Nevada County Fair in the maximum amount of \$28,502.25 for the term of August 11, 2021 through August 16, 2021, be and hereby is approved, and that the Sheriff of Nevada County is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be deposited into revenue account 0101 20201 152 1000 444770.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of July, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

7/13/2021 cc: Sheriff*
AC*

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

AGREEMENT NUMBER

SS0011-2021

REGISTRATION NUMBER

None

Federal ID #94-6000526

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

17th District Agricultural Association – Nevada County Fairgrounds

CONTRACTOR'S NAME

Nevada County Sheriff's Office

2. The term of this Agreement is: 8/11/2021 through 8/16/2021

3. The maximum amount of this Agreement is: \$ NTE \$28,502.25

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 – Contract

2 Pages

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 11, 2021 and to continue through to 1:00 a.m. Monday, August 16, 2021. *This contract is subject to cancellation to any and all COVID related orders and guidance from local health authorities or State health authorities. Catastrophe: Either party may terminate or suspend its obligations under the Agreement if such obligations are delayed, prevented or rendered impractical by any of the following incidents to the extent such incident is beyond the reasonable control of the party whose performance is prevented or rendered impractical: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war shortage, or loss of utilities, any law, ordinance, rule or regulation which becomes effective after the date of the execution of the contract.

State Agrees: To pay the Contractor not to exceed Twenty-Eight Thousand Five Hundred Two Dollars and Twenty Five Cents (NTE \$28,502.25) 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 \$66.75 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

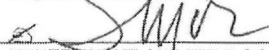
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Nevada County Sheriff's Office

BY (Authorized Signature)



DATE SIGNED (Do not type)

6-18-2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Shannan Moon, Sheriff, Company Representative

ADDRESS

950 Maidu Avenue

Nevada City CA 95959

5302651471

STATE OF CALIFORNIA

AGENCY NAME

5

California Department of General
Services Use Only

17th District Agricultural Association – Nevada County Fairgrounds

BY (Authorized Signature)

DATE SIGNED (Do not type)

6.2.2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Patrick Eidman, Chief Executive Officer

ADDRESS

11228 McCourtney Road, Grass Valley, CA 95949

☐ Exempt per:

**NEVADA COUNTY
SHERIFF'S OFFICE**



SHANNAN MOON
SHERIFF/CORONER
PUBLIC ADMINISTRATOR

Exhibit A: Nevada County Sheriff's Office - SS011-2021

April 29, 2021

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

Dear Mr Eidman:

As discussed, here are our costs for providing uniformed security services for the 2021 Nevada County Fair, occurring August 11-15, 2021. The following daily costs are as follows; each daily hours and cost amount listed below includes one dispatcher for 10 hours and multiple deputies working various shifts each day:

August 11, 2019	79 Hours	\$66.75 per hour	Daily Total \$5,273.25
August 12, 2019	87 Hours	\$66.75 per hour	Daily Total \$5,807.25
August 13, 2019	87 Hours	\$66.75 per hour	Daily Total \$5,807.25
August 14, 2019	87 Hours	\$66.75 per hour	Daily Total \$5,807.25
August 15, 2019	87 Hours	\$66.75 per hour	Daily Total \$5,807.25
			Event Total \$28,502.25

Any additional security time provided by a deputy over the above listed amounts will be billed at \$66.75 per hour. Please give me a call if you have any questions or concerns. You can reach me at 530-265-1603.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jason Perry".

Lieutenant Jason Perry
Nevada County Sheriff's Office
Sheriff Shannan Moon
950 Maidu Ave.
Nevada City, Ca. 95959
530-265-1603


A handwritten signature in cursive script, appearing to read "Shannan Moon".

6.2.2021

5CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> NEVADA COUNTY	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Steve Rose, Human Resources Director.	
<i>Date Executed</i> 10.20.21	<i>Executed in the County of</i> NEVADA

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) 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 Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees' (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.