

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

237



FROM: Stanley Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
09/14/12

SUBJECT: Approval of Agreement with the State of California 46th District Agricultural Association for Law Enforcement Services at the 2012 Southern California Fair

RECOMMENDED MOTION: Move that the Board of Supervisors approve the Agreement for law enforcement services between the County and the 46th District Agricultural Association, and authorize the Chairperson to sign all copies of the Agreement.

BACKGROUND: Under the terms of this Agreement, the Sheriff's Department will be reimbursed for law enforcement services provided at the Southern California Fair, being held October 5 through 14, 2012, on the Lake Perris fairgrounds. The Department is responsible for operating the Fair's Security Command Post. The Association has agreed to pay extra-duty rates as established by the Board of Supervisors. County Counsel has approved the Agreement as to form.
BR 13-041

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 9/12
Departmental Concurrence

Will Taylor
Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$54,773	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2012-13
SOURCE OF FUNDS: Extra Duty				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 10/20/09 3.57 | District: 5/5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.23

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

AGREEMENT NUMBER

12-56-PS

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

46th District Agricultural Association

CONTRACTOR'S NAME

Riverside County Sheriff's Department

2. The term of this Agreement is: October 5, 2012 through October 14, 2012

3. The maximum amount of this Agreement is: \$ 54,773.36
 Fifty-Four Thousand Seven Hundred seventy-seven dollars and 36 cents

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 – Scope of Work 2-3 page(s)

Exhibit B – Budget Detail and Payment Provisions 4 page(s)

Exhibit C* – General Terms and Conditions 5+

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

CFSA Insurance Requirements- CCC 1004 / Form Employee/Contractor Cert. Form
 W-9, Workers Comp Exempt Form.

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.)

Riverside County Sheriff's Department

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

137 N. Perris Blvd., Suite A, Perris, Ca 92570

STATE OF CALIFORNIA

AGENCY NAME

46th District Agricultural Association

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Gael Scott CEO/SEC-MGR

ADDRESS

18700 Lake Perris Drive, Perris CA 92571

California Department of General
 Services Use Only

Exempt per:

FORM APPROVED COUNTY CLERK STATE BY: NEAL R. KIPNIS

Exhibit A Scope of Work

A.

1. **The contractor agrees:** Provide the services of uniformed personnel with arresting authority, for the Security Command Post at the 2012 Southern California Fair, October 5 – 14, 2012 on the fairgrounds of the 46th District Agricultural Association, 18700 Lake Perris, CA 92571 in accordance with the schedule attached herein and made part of this agreement. Additional personnel if required or deemed necessary by fair management shall be at the same hourly rate as scheduled hours. Officers shall have at their disposal any necessary equipment to provide instant radio communications with the Riverside County Sheriff's Station.

No overtime hours without prior approval from the CEO. The attached rates or sergeants, CPL., and CSO II are incorporated herein and made part of this agreement.

To provide the CEO or designated Fair Staff with the contact phone numbers for key personnel of the Riverside County Sheriff's Department.

The attached 2012 Sheriff's proposal is attached and incorporated herein and made part of this agreement.

2. **The services shall be performed at:** 18700 Lake Perris Drive, Perris, CA 92571

3. **The State Agrees to:**

Make quarterly payments to the 1/3 of 1% fund paid to Riverside County and payment to the Sheriff's Department will be paid from this agreement with Riverside County.

Provide Space for a Mobile Command Unit.

Blackhawk Protection to provide the Sheriff's Department a golf cart.

1 Radio will be provided with emergency contact numbers.

4. **The Project representative during the term of this agreement will be:** Gael Scot for the 46th DAA and Raymond Huskey from the Riverside County Sheriff's Department.

Direct all inquiries to:

State Agency	46 th DAA	Contractor:	Riverside County Sheriff's Dept
Section/Unit:	Dept of Food & Ag	Section/Unit:	Security
Attention:	Gael Scott	Attention:	
Address:	18700 Lake Perris Drive, Perris, CA 92571	Address :	137 N. Perris Blvd., Suite A Perris, CA 92570
Phone:	951-657-4221	Phone:	951-210-1106
Fax:	951-657-5412	Cell:	

B.

The State may terminate this agreement for cause by giving Contractor written notice thereof. In the event services of Contractor are terminated, payment shall be made on an hourly/daily rate for the portion actually worked up to the date and time of termination which shall be prorated on the number of hours/days of services performed by contractor in relation to the total amount of financial consideration stated in this agreement.



2012 Southern California Fair
 Riverside County Sheriff's Department
 Perris Station
 Proposed Schedule – Security Operation

Stanley Sniff, Sheriff-Coroner

Day One: Friday, October 5, 2012
 Operation Hours: 1530-2330 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 5, 2012	Friday	1530-2330		
Rank	Number	Hours	Rate of Pay	Cost
Sergeant	1	8	\$99.95	\$799.60
Deputy	8	8	\$69.41	\$4442.24
CSO II	1	8	\$48.69	\$399.52

Total: \$5641.36

Day Two: Saturday, October 6, 2012
 Operation Hours: 1100-2330 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 6, 2012	Saturday	1100-2300		
Rank	Number	Hours	Rate of Pay	Cost
Sergeant	1	12	\$99.95	\$799.60
Deputy	5	12	\$69.41	\$4164.60
CSO II	1	12	\$48.69	\$584.28
		1530-2330		
Deputy	3	8	\$69.41	\$1665.84

Total: \$7,214.32

Day Three: Sunday, October 7, 2012
 Operation Hours: 1100-2330 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 7, 2012	Sunday	1100-2300		
Rank	Number	Hours	Rate of Pay	Cost
Sergeant	1	12	\$99.95	\$799.60
Deputy	5	12	\$69.41	\$4164.60
CSO II	1	12	\$48.69	\$584.28
		1530-2330		
Deputy	3	8	\$69.41	\$1665.84

Total: \$7,214.32

Day Four: Monday, October 8, 2012
 Operation Hours: 1000-2330 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 8, 2012	Monday	1000-2200		
Rank	Number	Hours	Rate of Pay	Cost
Corporal	1	12	\$73.91	\$886.92
Deputy	3	12	\$69.41	\$2498.76
CSOII	1	12	\$48.69	\$584.28
		1830-2330		
Deputy	3	5	\$69.41	\$1,041.15

Total: \$5,011.11

Day Five: Tuesday, October 9, 2012
 Operation Hours: 1600-2330 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 9, 2012	Tuesday	1600-2300		
Rank	Number	Hours	Rate of Pay	Cost
Corporal	1	7	\$73.91	\$517.37
Deputy	3	7	\$69.41	\$1,457.61
CSOII	1	7	\$48.69	\$340.83
		1830-2330		
Deputy	3	5	\$69.41	\$1,041.15

Total: \$3,356.96

Day Six: Thursday, October 11, 2012
 Operation Hours: 1600-2330 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 9, 2012	Tuesday	1600-2300		
Rank	Number	Hours	Rate of Pay	Cost
Corporal	1	7	\$73.91	\$517.37
Deputy	3	7	\$69.41	\$1,457.61
CSOII	1	7	\$48.69	\$340.83
		1830-2330		
Deputy	3	5	\$69.41	\$1,041.15

Total: \$3,356.96

Day Seven: Friday, October 12, 2012
 Operation Hours: 1530-2330 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 12, 2012	Friday	1530-2330		
Rank	Number	Hours	Rate of Pay	Cost
Sergeant	1	8	\$99.95	\$799.60
Deputy	8	8	\$69.41	\$4442.24
CSO II	1	8	\$48.69	\$399.52

Total: \$5641.36

Day Eight: Saturday, October 13, 2012
 Operation Hours: 1100-2330 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 13, 2012	Saturday	1100-2300		
Rank	Number	Hours	Rate of Pay	Cost
Sergeant	1	12	\$99.95	\$799.60
Deputy	5	12	\$69.41	\$4164.60
CSO II	1	12	\$48.69	\$584.28
		1530-2330		
Deputy	3	8	\$69.41	\$1665.84

Total: \$7,214.32

Day Nine: Sunday, October 14, 2012
Operation Hours: 1100-2330 hours
Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 14, 2012	Sunday	1100-2300		
Rank	Number	Hours	Rate of Pay	Cost
Sergeant	1	12	\$99.95	\$799.60
Deputy	5	12	\$69.41	\$4164.60
CSO II	1	12	\$48.69	\$584.28
		1530-2330		
Deputy	3	8	\$69.41	\$1665.84

Total: \$7,214.32

(31 units, 5.5 miles one way)

Sub Total: \$51,865.03
Mileage: \$300.08
+5% MOU: \$2,608.25

Grand Total: \$54,773.36

Gael Scott
CEO/Manager - Sec

RIVERSIDE COUNTY
SHERIFF'S
DEPARTMENT



OFFICE (951) 210-1106
CELL (951) 712-5006
RHUSKEY@RIVERSIDESHERIFF.ORG

RAYMOND HUSKEY
SERGEANT
I.D. #3209

951-210-1091 FAX

PERRIS SHERIFF'S STATION
137 N. PERRIS BLVD. SUITE A
PERRIS, CA 92570

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: 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, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement 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. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, 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 (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a 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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: 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, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D

Special Terms and Conditions

1. **Exercise Tax:** The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employee's wages. The State will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
2. **Settlement of Disputes:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the 46th District Agricultural Association within (10) ten days of discovery of the problem. Within (10) ten days the 46th District Agricultural Association shall meet with the Contractor and project manager for purpose of resolving the dispute. The decision of the 46th District Agricultural Association shall be final.
3. **Evaluation of Contractor:** Performance of the contractor under this agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.
4. **Potential Subcontractors:** Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligations to make payments to the Contractor. As a result, the State shall have no obligations to pay or to enforce the payment of any moneys to any subcontractor.