

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 10/7/14

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

831



**SUBMITTAL DATE:**  
 10/06/14

**FROM: SHERIFF'S DEPARTMENT**

**SUBJECT: Ratification of Agreement and Amendment with the State of California 46th District Agricultural Association for Law Enforcement Services at the 2014 Southern California Fair, 5/5 District. [\$50,000 – Extra Duty 100%]**

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Agreement and Amendment for law enforcement services between the County and the 46<sup>th</sup> District Agricultural Association, and authorize the Chairperson to sign all copies of the Agreement and Amendment.

**BACKGROUND:**

**Summary**

Under the terms of this Agreement and Amendment, the Sheriff's Department will be reimbursed for law enforcement services provided at the Southern California Fair, held from October 4 through 12, 2014, on the Lake Perris fairgrounds. The Department was 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.  
 (Continued on Page 2)

*[Signature]*

Stan Sniff  
 Sheriff-Coroner-PA  
 Will Taylor, Dir. of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 50,000	\$ 0	\$ 50,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Extra Duty

**Budget Adjustment:** No  
 For Fiscal Year: 14/15

**C.E.O. RECOMMENDATION:**

APPROVE

**County Executive Office Signature**

BY: [Signature]  
 Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 10/22/13 3-58 | District: 5/5 | Agenda Number:

**3-30**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: : Ratification of Agreement and Amendment with the State of California 46th District  
Agricultural Association for Law Enforcement Services at the 2014 Southern California Fair, 5/5  
District. [\$50,000 – Extra Duty]**

**DATE: 10/06/14**

**PAGE: 2 of 2 (BR 15-038)**

**Impact on Citizens and Businesses**

The Sheriff's Department provided security for citizens attending the Fair at Board-approved rates.

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

AGREEMENT NUMBER <b>14-64-PS</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME	46 <sup>th</sup> District Agricultural Association		
CONTRACTOR'S NAME	Riverside County Sheriff		
- The term of this Agreement is: 10/4/2014 through 10/12/2014
- The maximum amount of this Agreement is: \$ 40,000.00 Not to exceed.
- 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	_____	page(s)
Exhibit B – Budget Detail and Payment Provisions	_____	page(s)
Exhibit C* – General Terms and Conditions	_____	_____
Check mark one item below as Exhibit D:		
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	_____	page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	_____	page(s)
Exhibit E – Additional Provisions	_____	_____

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  <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Riverside County Sheriff's Department	DATE SIGNED (Do not type)	
BY (Authorized Signature)		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jeff Stone, Chair Board of Supervisors		
ADDRESS		
137 N. Perris Blvd. Ste. A		
Perris, CA 92570		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
46 <sup>th</sup> District Agricultural Association		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Cynthia A. Caruso, CEO/Sec-Mgr		
ADDRESS		
18700 Lake Perris Drive, Perris, CA 92571		

FORM APPROVED COUNTY COURSE  
 BY: T. AL R. KIPINS



# Lake Perris Fairgrounds

STATE OF CALIFORNIA  
46<sup>th</sup> District Agricultural Association

18700 Lake Perris Drive • Perris, California 92571

**Contract Agreement 14-64-PS**

1. Amendment to Contract #14-64-PS Riverside County Sheriff- Fairtime Contract #14-64-PS Riverside County Sheriff and Exhibit "A" is to be amended to read as follows: The State desires to raise the maximum amount of this agreement **Not to exceed \$50,000.00.**

All other Exhibits per contract 14-64-PS are to remain the same.

This is certified to be a true copy.

\_\_\_\_\_  
Cynthia A. Caruso, CEO/Mgr

\_\_\_\_\_  
Jeff Stone, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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 2014 Southern California Fair, October 4 – 12, 2014 on the fairgrounds of the 46<sup>th</sup> 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 2014 Sheriff's proposal is attached and incorporated herein and made part of this agreement.

Payment of \$44,316.36 to be paid by Riverside County 1/3 of 1% fund

2. **The services shall be performed at:** 18700 Lake Perris Drive, Perris, CA 92571
3. **It is mutually agreed that the State's Contract supersedes all other agreements.**
4. **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. Provide a Golf Cart for the Sheriff's Department, 1 Radio will be provided with emergency contact numbers.
5. **The Project representative during the term of this agreement will be:**

Direct all inquiries to:

State Agency 46 <sup>th</sup> DAA	Contractor: Riverside County Sheriff's Dept
Section/Unit: Dept of Food & Ag	Section/Unit: Security
Attention: Cynthia A. Caruso	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	Fax: 951-210-1000
	Email:

**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.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAILS AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made part of this Agreement.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes if this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the times specified in, Government Code Chapter 4.5, commencing with Section 927.

## Exhibit C

### 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 representatives shall have the right to review and copy and 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 offers, 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. **DUTIES:** Contractor shall continue with the responsibilities under this agreement during any dispute.
7. **TERMINATION FOR CLAUSE:** 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 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 offers 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 materials 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 cartridge that comply with the requirements of section 12156 (e), the certification required by this subdivision shall specify that the cartridge 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 (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 subcontractor 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 part hereof as if set forth in full. Contractor and its subcontractors shall give me 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 provision of this clause in all subcontractors 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. TIMELINES: 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 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 competitive bid, the Contractor shall comply with the requirements of the Governments Codes Section 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 Professionals 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) part 2 of Division 7 of the Business and Professionals Code), arising from purchasing of foods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become 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) 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 its 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 provisions 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 Contractor to qualified recipients of aid under welfare and institutions code section 11200 in accordance with pub. Contracts code 10353.

## 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 46<sup>th</sup> District Agricultural Association within (10) ten days of discovery of the problem. Within (10) ten days the 46<sup>th</sup> District Agricultural Association shall meet with the Contractor and project manager for purpose of resolving the dispute. The decision of the 46<sup>th</sup> 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.

CCC-307

CERTIFICATION

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.

Contractor/ Bidder Firm Name (Printed): Riverside County Sheriff's Department		Federal ID Number: 95-6000930
By (Authorized Signature):		
Printed Name and Title of Person Signing: Jeff Stone Chair of the Riverside County Board of Supervisors		
Date Executed:	Executed in the County of: Riverside	

**CONTRACT 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, 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 organizations policy of maintaining a drug-free workplace;
    - 3.) any available counseling, rehabilitation and employees 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 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 REQUIREMENTS: Contractor hereby certifies that contractor will comply with the requirements of section 6072 of the Business and Professional 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 lesser 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 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 CORPORATION: 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 Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://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. **A 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 Employee (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 Employee (Pub. Contract Code 10411)**

- 1) For the two-year period from the date he or she left the state employment, no former state officer or employee may enter into a contract 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 the 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 un-take 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 A.D.A. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name is listed on this Agreement. Upon receipt of legal documentation of 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 agreement 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 transactions 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 a 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 requirement or discharge prohibitions; or (3) finally determine 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.

STATE OF CALIFORNIA  
INDEPENDENT CONTRACTOR/EMPLOYEE  
DETERMINATION STATEMENT

I certify that I have received the services to be provided by Riverside County Sheriff's under this contract against the 20 common-law factors, the three additional State criteria for California employment tax purposes, and the list of services which, when provided by individual (s) require the individual (s) to be classified as employee(s). The criteria cited above are documented in the State of California, Fair Memo 92-20.

Based on the results of my review, the individual to be engaged under this contract appears, for the state and federal employment tax withholding and related reported purposes, to be an:

Independent Contractor

Employee

Which of the 23 factors were used to make the above determination?  
Common Law #'s 1-23 on attachment I.

I understand that notwithstanding this certification, the proper status of the person (s) hired under this contract being reviewed depends on the manner in which the work is performed and on the nature of this relationship between the contractor and the State agency personnel responsible for the supervision of the contract. Therefore, the status of the contractor for the State and Federal employee tax withholdings and related reporting purposes will be determined when the manner in which the work is performed or the relationship between the contractor and the State agency changes sufficiently to alter the validity of this certification.

I hereby declare that the information provided in this document provided in this document is true and correct and that I have sufficient knowledge of authority and responsibility for the work to be performed under this contract to effectively make this certification.

\_\_\_\_\_  
Cynthia A. Caruso, CEO/Sec-Mgr.

46<sup>th</sup> DDA  
(951) 657-4221

Date Signed \_\_\_\_\_



## INSURANCE REQUIREMENTS

### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Citrus Fairs, or California Exposition and State Fair, their 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 from 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, Citrus Fair, or California Exposition and State Fair, their agents, directors, officers, servants, and employees are made additional insureds, but only insofar as the operations under this contract are concerned."
  2. Dates: The dates on 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. Coverage's:
    - a. General Liability- Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 combined single limits per occurrence for Fair-time Carnival Rides; \$3,000,000 combined single limits per occurrence for Motorized Events All Types; \$3,000,000 combined single limits per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 combined single limits per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock Events; \$1,000,000 combined single limits per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 combined single limits per occurrence for Interim Carnival Rides, Concerts and Raves with over 5,000 attendees, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, and Simulators; \$1,000,000 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 extensive use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
    - c. Workers' Compensation- Workers' Compensation coverage shall be maintained whenever contractor/renter has 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 should be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.
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.

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 Problems

- A. 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 at anytime 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, terminate this contract upon the occurrence of such event.

- B. 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.
- C. 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.
- D. 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.

### III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release. Lib") 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.



COUNTY OF  
**Riverside**  
HUMAN RESOURCES  
**Winner IPMA Award for Excellence**  
*Risk Management Division*

**MICHAEL STOCK,**  
Asst. County Executive Officer/  
Human Resources Director

Post Office Box 1210, Riverside, CA 92502-1210  
(951) 955-3540 Fax (951) 955-5862

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October 1, 2014

TO WHOM IT MAY CONCERN

**Certificate Holder:** *46<sup>th</sup> District Agricultural Association*

The County of Riverside is self-insured under the State of California Government Code Section 990.4 for the lines of coverage and in the amount indicated on the attached certificate.

The County meets all State requirements for self-insured and complies with all State of California rules and regulations for self-insured entities.

The County of Riverside maintains an adequate reserve for claims; the County is also audited annually by an independent firm.

Please do not hesitate to contact me at your convenience if you have any additional questions and/or concerns regarding this matter.

Best regards,

Jeffrey L. Hunter  
Senior Risk Management Analyst

JLH/ar



COUNTY OF  
**Riverside**  
HUMAN RESOURCES  
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**MICHAEL STOCK,**  
Asst. County Executive Officer/  
Human Resources Director

Risk Management Division

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**CERTIFICATE OF INSURANCE OR SELF-INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BELOW.**

**COVERAGES**

THIS IS TO CERTIFY THAT THE SELF INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE. *COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.*

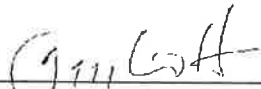
Type of Coverage	Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/2014 to 07/01/2015	\$1,000,000 Combined Single Limit Per Occurrence
<input type="checkbox"/> Workers' Compensation & Employers' Liability	Permissibly Self-Insured	7/1/2014 to 7/1/2015	\$2,000,000 Per Occurrence
<input type="checkbox"/> Medical Malpractice (Professional Liability)	Self-Insured	10/1/2013 to 10/1/2014	\$1MM Per Occurrence with no Aggregate Limit

The County of Riverside certifies that the above self-insured program is in effect as respect to: 2014 Southern California Fair held on the fairgrounds of the 46<sup>th</sup> District Agricultural Association, 18700 Lake Perris, CA 92571; Oct. 4 - Oct 12, 2014

Certificate Holder	Cancellation
46 <sup>th</sup> District Agricultural Association Attn: Cynthia A. Caruso 18700 Lake Perris Drive Perris, CA 92571	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

This certificate is not valid unless signed by an authorized representative of the County of Riverside, Risk Management Division.

Date: October 1, 2014

  
Jeffrey L. Hunter

cc: Robert Meyers, Administrative Services Manager @ Sheriff's Department



2014 Southern California Fair  
 Riverside County Sheriff's Department  
 Perris Station  
 Proposed Schedule – Security Operation

Stanley Sniff, Sheriff-Coroner

Day One: Saturday, October 4, 2014  
 Operation Hours: 1130-2330 hours  
 Main Event: Monster Trucks  
 Sheriff's Staffing Schedule:

Oct. 4, 2014	Saturday	1130-2330		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$102.94	\$1,235.28
Deps.	6	12	\$74.88	\$5,391.36
CSO II	1	12	\$52.09	\$625.08
Total:				\$7,251.72

Day Two: Sunday, October 5, 2014  
 Operation Hours: 1130-2330 hours  
 Main Event: Monster Trucks  
 Sheriff's Staffing Schedule:

Oct. 5, 2014	Sunday	1130-2330		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$102.94	\$1,235.28
Deps.	7	12	\$74.88	\$6,289.92
CSOII	1	12	\$52.09	\$625.08
Total:				\$8,150.28

Day Three: Monday, October 6, 2014  
 Operation Hours: 1630-2330 hours  
 Main Event: Warrant and Great White

Sheriff's Staffing Schedule:

Oct. 6, 2014	Monday	1630-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$79.73	\$558.11
Deps.	3	7	\$74.88	\$1,572.48
Deps.	2	5	\$74.88	\$748.80
CSOII	1	7	\$52.09	\$364.63
*2 more				

Total: \$3,244.02

Day Four: Tuesday, October 7, 2014  
 Operation Hours: 1630-2330 hours  
 Main Event: Scotty McCreary

Sheriff's Staffing Schedule:

Oct. 7, 2014	Tuesday	1630-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$79.73	\$558.11
Deps.	3	7	\$74.88	\$1,572.48
Deps.	2	5	\$74.88	\$748.80
CSOII	1	7	\$52.09	\$364.63

Total: \$3,244.02

Day Five: Wednesday, October 8, 2014  
 Operation Hours: 1630-2330 hours  
 Main Event: Becky G

Sheriff's Staffing Schedule:

Oct. 8, 2014	Wednesday	1630-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$79.73	\$558.11
Deps.	3	7	\$74.88	\$1,572.48
Deps.	2	5	\$74.88	\$748.80
CSOII	1	7	\$52.09	\$364.63
*2 More				

Total: \$3,244.02

Day Six: Thursday, October 9, 2014  
 Operation Hours: 1630-2330 hours  
 Main Event: Missing Person (80's)

Sheriff's Staffing Schedule:

Oct.9, 2014	Thursday	1630-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$79.73	\$558.11
Deps.	3	7	\$74.88	\$1,572.48
Deps.	2	5	\$74.88	\$748.80
CSOII	1	7	\$52.09	\$364.63
*2 More				

Total: \$3,244.02



Day Seven: Friday, October 10, 2014  
 Operation Hours: 1130-2330 hours  
 Main Event: Rend Collection  
 Sheriff's Staffing Schedule:

Oct. 10, 2014	Friday	1630-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$79.73	\$558.11
Deps.	3	7	\$74.88	\$1,572.48
Deps.	2	5	\$74.88	\$748.80
CSOII	1	7	\$52.09	\$364.63

Total: \$3,244.02

Day Eight: Saturday, October 11, 2014  
 Operation Hours: 1100-2300 hours  
 Main Event: Demo-Cross  
 Sheriff's Staffing Schedule:

Oct. 11, 2014	Saturday	1200-2400		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$102.94	\$1,235.28
Deps.	6	12	\$74.88	\$5,391.36
CSOII	1	12	\$52.09	\$625.08

Total: \$7,251.72

Day Nine: Sunday, October 12, 2014  
 Operation Hours: 1100-2300 hours  
 Main Event: Stock Cars

Sheriff's Staffing Schedule:

Oct. 12, 2014	Sunday	1200-2400		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$102.94	\$1,235.28
Deps.	6	12	\$74.88	\$5,391.36
CSOII	1	12	\$52.09	\$625.08

Total: \$7,251.72

Sub Total: \$46,125.54  
 (37 units, 5.5 miles one way x 0.86) Mileage: \$350.02  
 +5% MOU: \$2,323.78  
**Grand Total: \$48,799.34**