

DATE: May 7, 2013
MEETING OF: May 28, 2013
FROM: Staff
RE: **ACTION ITEMS X.3** – Contract for Santa Cruz Co. Sheriff's Department, Interim July 1, 2013 through June 30, 2014

BACKGROUND

The Santa Cruz County Sherriff Department agrees to act as Security Liaison for the 14th DAA and Fairgrounds Security for Interim Events and assist fairgrounds with security problems that may arise during Interim Events. Upon request the Department provides two (2) deputies and at least one (1) patrol car for at least six (6) hours.

FISCAL IMPACT

Total contract not to exceed \$10,000.00.

STAFF RECOMMENDATION

That the Board approves a motion to execute contract with Santa Cruz Co. Sherriff's Department to provide Interim Event security from July 1, 2013 through June 30, 2014.

ATTACHMENTS

- Standard Agreement 2013-14

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

AGREEMENT NUMBER 2013-14
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

14th District Agricultural Association/Santa Cruz County Fair

CONTRACTOR'S NAME

Santa Cruz County Sheriff's Office

2. The term of this Agreement is: **7/1/2013** through **6/30/2014**
July 1, 2013 through June 30, 2014

3. The maximum amount of this Agreement is: **\$10,000.00**
Ten Thousand dollars and zero 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 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 0 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 1 page(s)

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		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Santa Cruz County Sheriff's Office		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Phil Wowak, Sheriff-Coroner; ATTN: Lt. Bob Payne, Contact		
ADDRESS 701 Ocean Street, Room 340, Santa Cruz, CA 95060 454.2353 (fax)		
STATE OF CALIFORNIA		
AGENCY NAME 14th District Agricultural Association/Santa Cruz County Fair		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dave Kegebein, Manager		
ADDRESS 2601 East Lake Avenue, Watsonville, CA 95076		

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

2013-14

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Santa Cruz County Sheriff's Office		2. FEDERAL I.D. NUMBER
3. AGENCY TRANSMITTING AGREEMENT Santa Cruz County Fair	4. DIVISION, BUREAU, OR OTHER UNIT 14th District Agriculture Association	5. AGENCY BILLING CODE 52300

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) **Santa Cruz County Sheriff's Office Fair 2012-18**

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
 Contract will provide security for Interim Events from July 1, 2013 through June 30, 2014.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Contractor agrees to act as Security Liaison for the 14th DAA and Fairgrounds Security for Interim Events at the Santa Cruz County Fair located on the fairgrounds at 2601 East Lake Avenue, Watsonville, CA 95076. Contractor agrees to assist fairgrounds with security problems that may arise during interim events. Upon request contractor agrees to provide two (2) deputies and at least one (1) patrol car for at least six (6) hours; totaling \$100.00 per hour. The Sheriff's Office will bill the 14th DAA after each event is completed. Contractor's obligation to indemnify, defend and save harmless shall not apply to any claims or losses accruing or resulting to any person, firm, or corporation, including Contractor's Deputy Sheriff's, who may be injured or damaged by the intentional acts.

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE QUARTERLY ONE-TIME PAYMENT PROGRESS PAYMENT

ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED

REIMBURSEMENT/REVENUE \$ _____ or _____ %

OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$

OBJECT CODE _____ AGREEMENT TOTAL \$ _____

OPTIONAL USE
 I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	07/01/13	6/30/2014	\$ 10,000.00	N/A
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)*

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

This is for security for the 2013/2014 Interim Events

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
 B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.
 We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

- NO YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

**EXHIBIT A
(Interagency Agreement)**

SCOPE OF WORK

1. Santa Cruz County Sheriff's Office agrees to provide the following services:

Contractor agrees to act as Security Liaison for the 14th District Agriculture Association and Fairgrounds Security for Interim Events (i.e. wedding receptions, quinceaneras, etc.) at the Santa Cruz County Fair located on the fairgrounds at 2601 East Lake Avenue, Watsonville, CA. 95076-1498. Contractor agrees to assist fairgrounds with security problems that may arise during Interim Events. Upon request Contractor agrees to provide two (2) deputies and at least one (1) patrol car for at least six (6) hours; totaling \$100.00 per hour. The Sheriff's Office will bill the 14th District Agriculture Association after each event is completed. Contractor's obligation to indemnify, defend and save harmless shall no apply to any claims or losses accruing or resulting to any person, firm, or corporation, including Contractor's Deputy Sheriff's, who may be injured or damaged by the intentional acts.

2. 14th District Agriculture Association/ Santa Cruz County Fair agree to provide the following services:

The 14th DAA agrees to pay the Santa Cruz County Sheriff's Office \$100.00 per hour at each scheduled interim event (see above). The maximum amount paid will be \$10,000.00 per year from account 52300.

3. The project representatives during the term of this agreement will be:

State Agency: 14 th DAA/ Santa Cruz County Fair	Contractor: S.C. Co. Sheriff's Office
Name: Dave Kegebein, Manager	Name: Lt. Bob Payne
Phone: (831) 724-5671	Phone: 831.454.2966
Fax: (831) 761-5827	Fax: 831.454.2353

Direct all inquiries to:

State Agency: 14 th DAA/Santa Cruz County Fair	Contractor: S.C. Co. Sheriff's Office
Section/Unit: Exhibit Representative	Section/Unit:
Attention: Emily Grunewald	Attention: Lt. Bob Payne
Address: 2601 East Lake Avenue, Watsonville	Address: 701 Ocean Street, Room 340, S.C.
Phone: (831) 724-5671, ext. 202	Phone: 831.454.2966
Fax: (831) 761-5827	Fax: 831.454.2353

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name: Emily Grunewald
Office: Santa Cruz County Fair
Address: 2601 East Lake Avenue
Watsonville, CA 95076

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 of 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 time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT E
(Standard Agreement)**

Notwithstanding Indemnification provisions contained in Exhibit C-GENERAL TERMS AND CONDITIONS 5. INDEMNIFICATION, Contractor's obligation to indemnify, defend and save harmless shall not apply to any claims or losses occurring or resulting to any person, firm, or corporation, including Contractor's Deputy Sheriffs, who may be injured or damaged by intentional acts or sole negligence of the State, its officers, agents, or employees.