

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

2014-31

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: **9/9/14** through **9/14/2014**
September 9, 2014 through **September 14, 2014**

3. The maximum amount of this Agreement is: **\$ 17,500**
Seventeen Thousand Five Hundred and no 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

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. Steve Carney, 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

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

California Department of General Services Use Only

Exempt per:

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

2014-31

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

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 2013-13

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Contract will assist fairgrounds security the week of September 10-15, 2013.

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.)

Santa Cruz County Sheriff's Office agree to assist fairgrounds security, Reserve Deputies, Mounted Posse, Motorcycle, other volunteer grounds determined by Sheriff's Department. Carnival remains open one hour following close of fair each night.

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

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

OBJECT CODE

AGREEMENT TOTAL

\$

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$

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.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$

12. AGREEMENT

TERM

From

Through

TOTAL COST OF THIS TRANSACTION

BID, SOLE SOURCE, EXEMPT

AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	09/09/14	09/14/14	\$ 17,500	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 2014 Santa Cruz County Fair.

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 (SCSO) agrees to provide the following services:

The Santa Cruz County Sheriff's Office agrees to assist fairgrounds security by providing sworn Sheriff's Office personnel dressed in Sheriff's Office uniform while on site. Sworn Sheriff's Office personnel will provide general law enforcement functions in an effort to keep the peace, prevent acts of violence, and ensure patron safety while on the Fairgrounds property.

The Santa Cruz County Sheriff's Office agrees to provide staffing listed on Exhibit D.

Search and Rescue Volunteers will provide support services (directions, child/parent reunification, reporting of suspicious activity and other non-enforcement activity) while wearing identifiable Sheriff's Office Search and Rescue uniform while on site.

Carnival remains open one hour following close of Fair each night.

2. 14th District Agricultural Association (DAA)/Santa Cruz County Fair agree to provide the following services:

The 14th DAA agrees to pay the Sheriff's Office \$17,500.00.

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

State Agency: 14 th DAA/Santa Cruz County Fair	Contractor: SCSO
Name: Dave Kegebein, Manager	Name: Lt. Steve Carney
Phone: (831)724-5671	Phone: (831) 454-2966
Fax: (831) 761-5827	Fax: (831) 454-2352

Direct all inquiries to:

State Agency: 14 th DAA/Santa Cruz County Fair	Contractor: SCSO
Section/Unit: Exhibit Representative	Section/Unit: Community Policing
Attn: Bonita Monarque	Attn: Lt. Steve Carney
Address: 2601 E. Lake Ave, Watsonville	Address: 701 Ocean St, #340, S.C.
Phone: (831)724-5671	Phone: (831) 454-2966
Fax: (831) 761-5827	Fax: (831) 454-2352

**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: Bonita Monarque
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.