

State of California, 40th District Agricultural Association
1125 East Street, Woodland CA 95776 - Phone (530) 402-2222 - Fax (530) 402-2210
www.yolocountyfair.net

February 29, 2024

Tom Lopez
Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland CA 95776

Subject: Standard 213 SS01-2024

Dear Tom:

Please find enclosed an agreement for your services to the Yolo County Fairgrounds. Please complete the following items and return to the mailing address listed below:

- _____ **Standard 213 with attached exhibits.**
Sign both copies of the contract and return the copy with the attachments completed for further processing. The other copy is for your records.
- _____ **Payee Data Record (Std 204).**
No payment can be made unless this form is completed and returned.
- _____ **Contractor Certification Clauses (CCC).**
The CCC package contains clauses and conditions that may apply to your agreement and to people doing business with the State of California. To view the entire CCC document: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Sign and return the certification page. Failure to do so will prevent the State of California from doing business with your company.
- _____ **Insurance**
A copy of your insurance certification which states coverage will not be canceled without 30 days' written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insured. Please see the attached Insurance Requirements for exact "additional insured" language.
- _____ **Workers' Compensation Exempt Statement or Evidence of Coverage**
As part of the agreement, if you employ any worker, you are required to provide evidence of workers compensation insurance coverage. If you are an independent contractor and have no paid or volunteer employees, you are required to sign and return the Worker's Compensation Exempt Statement.

Please notify the Fairgrounds office immediately if you will be unable to fulfill the terms of this agreement.

Thank you for providing services to the Yolo County Fairgrounds. I look forward to working with you.

Sincerely,

Sarah Pelle, CEO

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|-------------------------------------|---|
| AGREEMENT NUMBER SA24-001 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-------------------------------------|---|

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

CONTRACTING AGENCY NAME

State of California Department of Agriculture, 40th District Agricultural Association

CONTRACTOR NAME

Yolo County Sheriff's Office

2. The term of this Agreement is:

START DATE

8/14/2024 - 8/13/2025 - 8/12/2026 - 08/18/2027 - 08/16/2028

THROUGH END DATE

8/18/2024 - 8/17/2025 - 8/16/2026 - 08/22/2027 - 08/20/2028

3. The maximum amount of this Agreement is:

\$62,316 (2024) \$64,186 (2025) \$66,111 (2026) \$68,094 (2027) \$70,137

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.

| Exhibits | Title | Pages |
|-------------|--------------------------------------|-------|
| Exhibit A | Scope of Work | 1 |
| Exhibit B | Budget Detail and Payment Provisions | 1 |
| Exhibit C * | General Terms and Conditions | 1 |
| + | | |
| - | | |

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Yolo County Sheriff's

CONTRACTOR BUSINESS ADDRESS

140 Tony Diaz Drive

Approved as to Form:

CITY

Woodland

STATE

CA

ZIP

95776

PRINTED NAME OF PERSON SIGNING

By: 
Philip J. Pogledich, County Counsel

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

State of California Department of Agriculture, 40th District Agricultural Association

CONTRACTING AGENCY ADDRESS

Yolo County Fair

CITY

Woodland

STATE

CA

ZIP

95776

PRINTED NAME OF PERSON SIGNING

Steve Barzo

TITLE

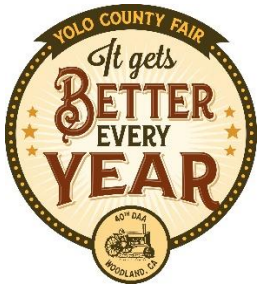
Board of Director, Chair

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



State of California, 40th District Agricultural Association
1125 East Street, Woodland CA 95776 - Phone (530) 402-2222 - Fax (530) 402-2210
www.yolocountyfair.net

EXHIBIT A

Yolo County Sheriff's Office

Scope or work

The Yolo County Sheriff's Office is to provide security for the duration of the 2024, 2025, 2026, 2027 & 2028 Yolo County Fair. Work is to be coordinated and assigned as per the Yolo County Fair, CEO & the Yolo County Sheriff's Office.

Set schedule of hours and manpower is attached-other scope of work to be determined in multiple meetings prior to the yearly Yolo County Fair.

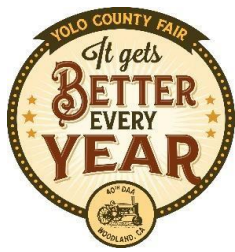
Exhibit A

**Yolo County Sheriff's Office
Proposal to Provide Law Enforcement Officers for Security of Fair Property and the Public**

| Day Shift 1130-1800 Wednesday | | | | | | | |
|--|---------------------|---------------|-------------|-----------|--------------|-----------|--------------|
| Rank | Number of Positions | Hours Per Day | Total hours | Rate | Cost/Day | Paid Days | Total Cost |
| Deputy - Regular time | 2 | 6.5 | 13 | \$ 53.94 | \$ 701.17 | 1 | \$ 701.17 |
| Day Shift 1200-1800 Thursday | | | | | | | |
| Rank | Number of Positions | Hours Per Day | Total hours | Rate | Cost/Day | Paid Days | Total Cost |
| Deputy - Regular time | 2 | 6 | 12 | \$ 53.94 | \$ 647.24 | 1 | \$ 647.24 |
| Day Shift 1200-1800 Friday | | | | | | | |
| Rank | Number of Positions | Hours Per Day | Total hours | Rate | Cost/Day | Paid Days | Total Cost |
| Deputy - Regular time | 2 | 6 | 12 | \$ 53.94 | \$ 647.24 | 1 | \$ 647.24 |
| Day Shift 1100-1800 Saturday | | | | | | | |
| Rank | Number of Positions | Hours Per Day | Total hours | Rate | Cost/Day | Paid Days | Total Cost |
| Deputy - Regular time | 2 | 7 | 14 | \$ 53.94 | \$ 755.11 | 1 | \$ 755.11 |
| Day Shift 1100-1800 Saturday | | | | | | | |
| Rank | Number of Positions | Hours Per Day | Total hours | Rate | Cost/Day | Paid Days | Total Cost |
| Deputy - Regular time | 2 | 7 | 14 | \$ 53.94 | \$ 755.11 | 1 | \$ 755.11 |
| Night Shift 1800-2400 Wed - Sun | | | | | | | |
| Rank | Number of Positions | Hours Per Day | Total hours | Rate | Cost/Day | Paid Days | Total Cost |
| Sergeant Overtime Wed-Sun | 2 | 6 | 12 | \$ 106.14 | \$ 1,273.73 | 5 | \$ 6,368.67 |
| Operations Tech Overtime Wed-Sun | 1 | 6 | 6 | \$ 54.78 | \$ 328.68 | 5 | \$ 1,643.41 |
| Deputy Overtime Wed | 17 | 6 | 102 | \$ 80.90 | \$ 8,252.26 | 1 | \$ 8,252.26 |
| Deputy Overtime Thur | 19 | 6 | 114 | \$ 80.90 | \$ 9,223.11 | 1 | \$ 9,223.11 |
| Deputy Overtime Fri | 21 | 6 | 126 | \$ 80.90 | \$ 10,193.96 | 1 | \$ 10,193.96 |
| Deputy Overtime Sat | 21 | 6 | 126 | \$ 80.90 | \$ 10,193.96 | 1 | \$ 10,193.96 |
| Deputy Overtime Sun | 23 | 6 | 138 | \$ 80.90 | \$ 11,164.82 | 1 | \$ 11,164.82 |
| Dispatcher Overtime | 1 | 6 | 6 | \$ 59.00 | \$ 354.00 | 5 | \$ 1,770.00 |
| SubTotal | | | | | | | \$ 58,810.19 |
| Total | | | | | | | \$ 62,316.05 |

| Position | Rate |
|--------------------------|--------|
| Segeant Overtime | 106.14 |
| Operations Tech Overtime | 54.78 |
| Deputy Overtime | 80.90 |
| Deputy Regular | 53.94 |
| Dispatcher Overtime | 59.00 |

| | Increase | Total Cost |
|--------|----------|------------|
| Year 1 | N/A | \$ 62,316 |
| Year 2 | 3.0% | \$ 64,186 |
| Year 3 | 3.0% | \$ 66,111 |
| Year 4 | 3.0% | \$ 68,094 |
| Year 5 | 3.0% | \$ 70,137 |



State of California, 40th District Agricultural Association
1125 East Street, Woodland CA 95776 - Phone (530) 402-2222 - Fax
(530) 402-2210
www.yolocountyfair.net

Exhibit C

Yolo County Sheriff's Office

Budget Detail & Payment Provisions

This contract may increase a maximum of 3% each year and will not exceed the maximum agreed upon amount of:

2024 - \$62,316

2025 - \$64,186

2026 - \$66,111

2027 - \$68,094

2028 - \$70,137

Yolo County Fair agrees to pay for the security services provided by the Yolo County Sheriff's Office upon submission of a final invoice to the Yolo County Fair upon completion of duties each year.

A final invoice will need to be sent no later than August 30th of each year.

GIA-610

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement 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 if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **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.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES - FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, 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 form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of 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. Coverages:
 - 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 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap

Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's 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 shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 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.
7. Insured: The contractor/renter must be specifically listed as the Insured.

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 Provisions

1. 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 or is cancelled at any time 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, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. 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.
3. 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. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **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. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.