

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY**

DEPT: Sheriff *[Signature]*
 Urgent Routine **X**
 CEO Concurs with Recommendation YES *opt* NO
 (Information Attached)

BOARD AGENDA # II. *A
 AGENDA DATE July 24, 2001
 4/5 Vote Required YES NO **X**

SUBJECT: APPROVAL OF AGREEMENT WITH 2001 38TH DISTRICT FAIR BOARD AND SHERIFF TO PROVIDE SECURITY

STAFF RECOMMENDATIONS: AUTHORIZE THE SHERIFF TO SIGN THE AGREEMENT WITH THE FAIR BOARD TO PROVIDE SECURITY.

FISCAL IMPACT: There are no County funds in this contract. The Fair Board pays the employees directly. The deputies are providing security during their off-duty hours.

BOARD ACTION AS FOLLOWS:

No. 2001-542

On motion of Supervisor Blom, Seconded by Supervisor Simon
 and approved by the following vote,
 Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul
 Noes: Supervisors: None
 Excused or Absent: Supervisors: None
 Abstaining: Supervisor: None

- 1) **X** Approved as recommended
- 2) Denied
- 3) Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk *Christine Ferraro* By: Deputy

File No.

APPROVAL OF AGREEMENT WITH 2001 38TH DISTRICT FAIR BOARD AND SHERIFF TO
PROVIDE SECURITY
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DISCUSSION: The 38th Agricultural District Fair Board has requested the use of off-duty Sheriff employees to provide security at the 2001 Stanislaus County Fair. The provision of these services has been a practice the Board of Supervisors has authorized for many years.

The Fair Board will pay the employees directly and has agreed to pay expenses of up to \$10,000 in the event staff are required to appear in court as a result of arrests made during the course of this contact.

POLICY

ISSUES: The Board of Supervisors should determine if this agreement meets its stated goal of multi-jurisdictional cooperation.

STAFFING

IMPACT: None. Employees will perform these services during their off-duty hours.

AGREEMENT TO PERMIT SHERIFF'S DEPUTIES
TO BE EMPLOYED BY THE 38TH DISTRICT
AGRICULTURAL ASSOCIATION FAIR OF 2001

The 38th District Agricultural Association, an independent public agency and institution of the State of California, (District herein) and the Sheriff of the County of Stanislaus (Sheriff, herein) do hereby enter into this Agreement pursuant to California Penal Code Section 70(c) regarding said District's employment of "off-duty" deputy sheriffs to perform in the role of fair security officers:

1. The Sheriff agrees to permit the District to employ as fair security officers deputy sheriffs during their off-duty hours, that is, during the time in which the deputy is not acting in the course and/or scope of employment as an employee of the County of Stanislaus.

2. The District shall be a secondary employer and may employ those off-duty deputies who desire to be engaged as employees of the District pursuant to the provisions of California Penal Code Section 70(c).

3. As and for part of the consideration for this Agreement, District agrees to pay any over-time incurred by Sheriff deputies employed by the fair for their attendance in court arising from arrests made as Fair Security Officers which are made during the 2001 District Fair up to, but not more than, \$10,000;

4. This Agreement is entered into pursuant to California Penal Code Section 70(c), the terms of which shall apply to this Agreement and which provides, in pertinent part as follows:

"(c) Nothing in this section precludes a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, from engaging in, or being employed in, casual or part-time employment as a private security guard or patrolman for a public entity while off-duty from his or her principle employment and outside his or her regular employment as a peace officer of a state or local agency, and exercising the powers of a peace officer concurrently with that employment, provided that the peace officer is in a police uniform and is subject to reasonable rules and regulations of the agency for which he or she is a peace officer. Notwithstanding the above provisions, any and all civil and criminal liability arising out of the secondary employment of any peace officer pursuant to this subdivision shall be borne by the officer's secondary employer."

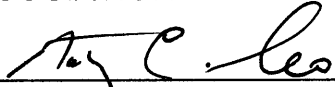
5. This Agreement contains all of the terms and conditions agreed upon by District and Sheriff and no other understanding, oral or otherwise, regarding this Agreement, shall be deemed to exist or to bind any of the parties to this Agreement.

6. Any amendments, alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when reduced to writing, duly signed by the parties, and attached to the original of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties
hereto on the date indicated below.


Dated: 6/28, 2001

STATE OF CALIFORNIA, 38TH
DISTRICT AGRICULTURAL
ASSOCIATION

BY 
Tony Leo
General Manager

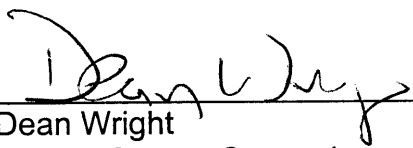
Dated: July 24, 2001

STANISLAUS COUNTY SHERIFF'S
DEPARTMENT

BY 
Les Weidman
Sheriff

Approved As To Form And Content:

MICHAEL H. KRAUSNICK
STANISLAUS COUNTY COUNSEL

By 
Dean Wright
Deputy County Counsel