

**OC FAIR & EVENT CENTER**  
**STANDARD AGREEMENTS FOR BOARD APPROVAL**  
**MARCH 2019 (Updated 3/22/2019 - see highlighted)**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-005-19HB	Thomas Loren Yearsley f/s/o The Paladins	"The Paladins" performing in The Hangar	Fair Time	08/11/19		\$4,000.00
SA-034-19GE	Karen Barnard	"Katie the Clown" performing as grounds entertainment	Fair Time	07/12/19 - 08/11/19		\$11,500.00
SA-035-19GE	Mike Barnard	"Tadpole the Clown" performing as grounds entertainment	Fair Time	07/12/19 - 08/11/19		\$11,500.00
SA-037-19GE	The Magic of Frank Thurston	"The Magic of Frank Thurston" performing in the Explorium	Fair Time	07/12/19 - 08/11/19		\$18,200.00
SA-038-19GE	Stephen Smedley	"Russell Brother Circus"	Fair Time	07/07/19 - 08/13/19		\$22,000.00
SA-042-19GE	Tupua Productions	"Tupua" performing on Heritage Stage	Fair Time	07/12/19 - 08/11/19		\$46,000.00
SA-043-19GE	John Kraus f/s/o John Kraus and The Goers	"John Kraus & The Goers" performing on the Promenade Stage	Fair Time	07/24/19 - 07/28/19		\$2,500.00
SA-044-19BB	Straight 78	"Straight 78" performing in Baja Blues	Fair Time	07/24/19 - 07/28/19		\$3,000.00
SA-055-19BB	Le Clair and Bradley Enterprises f/s/o The Mai Tais	"The Mai Tais" performing in Baja Blues	Fair Time	07/13/19 - 07/14/19		\$600.00
SA-057-19GE	Robert Smith Presents, LLC f/s/o Conjuror	"Conjuror" performing as grounds entertainment	Fair Time	07/12/19 - 08/11/19		\$21,275.00
SA-060-19IO	Rebecca J. Goodyear f/s/o Becky's Creations	"Sadie's Farm-Tastic Adventure" at Imaginology	Imaginology	04/11/19 - 04/15/19		\$2,400.00
SA-061-19BB	Fredric Geiger f/s/o TTT Brand Country That Rocks	"TTT Brand" performing in Baja Blues	Fair Time	07/27/19 - 07/28/19		\$800.00
SA-062-19HB	Music Zirconia Talent, LLC f/s/o Elton - The Early Years	"Elton - The Early Years" performing in The Hangar	Fair Time	07/31/19		\$4,500.00
SA-063-19HB	Neal Shelton Entertainment f/s/o Aeromyth	"Aeromyth" performing in The Hangar	Fair Time	08/08/19		\$6,000.00
SA-066-19BB	Henry Schmolter f/s/o Texas House Party	"Texas House Party" performing at Baja Blues	Fair Time	08/03/19 - 08/04/19		\$900.00
SA-068-19GE	Daniel Maika Hamamoto	"Danny Maika" performing on Meadows Stage	Fair Time	07/31/19 - 08/04/19		\$2,000.00
SA-069-19BB	Firepan Music f/s/o Smith	"Smith" performing in Baja Blues	Fair Time	07/31/19 - 08/04/19		\$3,250.00
SA-071-19YR	KC Landscape Development Inc.	Landscaping maintenance	Year round	3/1/19-12/31/19		\$49,600.00
SA-072-19SP	YMCA of Orange County	Sponsorship	Imaginology	4/12/19-4/14/19	\$2,000.00	
SA-073-19YR	Fuscoe Engineering	Drainage study at north side of OC Fair	Year round	3/10/19-12/31/19		\$61,000.00
SA-074-19YR	Fuescoe Engineering	Drainage study Equestrian	Year round	3/10/19-12/31/19		\$18,000.00
SA-081-19SP	Evolve Concepts, Inc.: Beech-Nut	Sponsorship	Fair Time	7/17/19-7/18/19	\$5,000.00	
SA-083-19GE	Dragon Knights Inc.	"Dragon Knights" performing as grounds entertainment	Fair Time	07/12/19 - 08/11/19		\$58,175.00
SA-084-19IO	South Coast Weavers & Spinners	Weaving and Spinning Exhibit	Imaginology	4/12/19-4/12/19		\$0.00

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SA-085-19IO	CA Rare Fruit Growers	Fruit Display at the 2019	Imaginology	4/12/19-4/14/19		\$0.00
SA-086-19IO	Celebration Festivals	Sponsorship	Imaginology	4/12/19-4/14/19	\$1,000.00	
SA-089-19SP	Experian	Sponsorship	Fair Time	Upon execution-8/11/19	\$40,000.00	
SA-092-19SP	OC Professional Soccer LLC	Sponsorship	Imaginology	4/12/19-4/14/19	\$2,000.00	\$2,000.00
SA-094-19FT	Allen Mesick	Educational Fiber Exhibit and Display	Fair Time	8/6/19-8/12/19		\$4,000.00
SA-096-19FT	Scott Vernon	Auctioneer Services for Junior Livestock Auction	Fair Time	7/20/2019		\$1,600.00
SA-097-19GE	California Rabbit and Cavy Shows	Double Open Rabbit, Youth Rabbit & Open Cavy Show	Fair Time	8/4/2019		\$0.00
SA-098-19FT	Carol Mann	Double Open Dairy Goat Show	Fair Time	7/26/19-7/27/19		\$0.00
SA-099-19FT	Friesian Horse Club of Southern California	Educational Friesian Horse Exhibits and Displays	Fair Time	8/6/19-8/12/19		\$1,000.00
SA-100-19FT	Golden West Game Breeders	Educational Game Bird Exhibits and Displays	Fair Time	7/30/19-8/12/19		\$1,000.00
SA-101-19FT	Great American Entertainment Company, LLC	Great American Petting Zoo	Fair Time	7/9/19-8/12/19		\$23,000.00
SA-102-19FT	Kruse Feed & Supply	Livestock show supplies and chicken display	Fair Time	7/11/19-8/12/19		\$0.00
SA-103-19FT	Efrain Valenzuela	Photography Services for JLA and Market Champions	Fair Time	7/20/19-8/5/19		\$1,900.00
SA-104-19FT	Saddleback Veterinary Services, Inc.	Veterinary Services	Fair Time	7/9/19-8/11/19		\$4,000.00
SA-105-19FT	Southern CA Pygmy Goat Association	Double Pygmy Goat Show	Fair Time	8/2/19-8/4/19		\$0.00
SA-106-19FT	Theresa Vargas	Educational Chicken Exhibit	Fair Time	7/30/19-8/12/19		\$1,200.00
SA-107-19FT	Oasis Camel Dairy	Wild West Turkey Stampede	Fair Time	8/6/19-8/12/19		\$6,000.00
SA-108-19FT	William Kellogg	OC Fair Junior Livestock Auction Consulting	Fair Time	7/17/19-7/20/19		\$2,200.00
SA-112-19SP	Mesa Water District	Sponsorship	Year round	Upon execution-12/31/19	\$10,500.00	
SA-113-19SP	T-Mobile	Sponsorship	Imaginology	4/13/19-4/14/19	\$2,000.00	
SA-115-19YR	Lopez Works Inc.	Sweeping Clean-Up and Waste Collection	Year round	4/1/19-3/31/21		\$2,283,725.00
SA-116-19YR	Commercial Cleaning Systems	Supplemental Facility & Venue Attendant Services	Year round	4/1/19-3/31/21		\$1,457,172.15
SA-117-19SP	BioNutritional Reseach Group (Power Crunch)	Sponsorship	Imaginology	4/12/19-4/14/19	\$2,000.00	
SA-120-19YR	Haynie & Company	Conduct audit and financial reviews	Year round	2/15/19-12/31/19		\$45,000.00

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**Interagency Agreements**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-270-15SP Amend. #2	Bottling Group, LLC	Sponsorship, exercise second option year	Year round	1/1/16-12/31/19	\$55,125.00	
SA-011-19AS Amend. #1	AMP Live Events, LLC	Update Scope of Work, changing inclusion of freestyle motocross to Tuff Trucks competition.	Fair Time			\$0.00

**Letters of Understanding**

LOU #	DEMONSTRATOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT

STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
 (For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-005-19HB</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>THOMAS LOREN YEARSLEY F/S/O THE PALADINS</b>
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2. The agreement term is from **08/11/19** through **08/11/19**

3. The maximum amount payable is \$ **4,000.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **4,000.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>THOMAS LOREN YEARSLEY F/S/O THE PALADINS</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jeb Schoonover, Manager</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>1715 S. Freeman Street, Oceanside, CA 92054 (520) 730-7870</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5770-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**The Hangar at the OC Fair  
 2019 Performance Offer**

This document constitutes a formal Offer to Perform based on the information specified below

	<b>Performance</b>	<b>Offer</b>
Headliner 1	<b>The Paladins</b>	<b>\$4,000</b>
Headliner 2	Big Sandy & His Fly-Rite Boys	<b>\$0</b>
Support 2	NA	<b>\$0</b>

Today's Date	2/7/19	Expiration Date	3/24/2019	Revision Date	TBD
Performance Date	8/4/19	Event Time	7:15 PM	Doors Open	6:15 PM
Support 2 Start	NA	Headliner 2 Start	7:15 PM	Headliner 2 Start	8:35 PM
Presale Date	TBD	Public Sale Date	TBD	Curfew	10:30 PM

<b>Agent / Agency Contact Information</b>			
Agent	Jeb Schoonover	Agency	Honkytonk Hacienda
Phone	520.730.7870	Email	<a href="mailto:honkytonkhacienda@yahoo.com">honkytonkhacienda@yahoo.com</a>

<b>The Hangar at the OC Fair Contact Information</b>					
Buyer	Dan Gaines	Email	<a href="mailto:dgaines@ocfair.com">dgaines@ocfair.com</a>	Phone	714.708.1924
Marketing	Lisa Sexton	Email	<a href="mailto:lsexton@ocfair.com">lsexton@ocfair.com</a>	Phone	714.708.1707
Production	Doug Sturgis	Email	<a href="mailto:doug@rkde.net">doug@rkde.net</a>	Phone	909.821.3165
Contracts	Dan Gaines	Email	<a href="mailto:dgaines@ocfair.com">dgaines@ocfair.com</a>	Phone	714.708.1924
Buys	Jeff Willson	Email	<a href="mailto:jwillson@ocfair.com">jwillson@ocfair.com</a>	Phone	714.708.1878
Counts	Jeff Willson	Email	<a href="mailto:jwillson@ocfair.com">jwillson@ocfair.com</a>	Phone	714.708.1878

<b>Ticket Scaling</b>						
Section	Capacity	Comps	Kills	Sellable	Price	Gross Potential
Seated Floor 1	314	25	0	240	\$ 8.50	\$ 2,040.00
Seated Floor 2	568	25	0	572	\$ 6.00	\$ 3,432.00
Seated Floor 3	644	0	0	694	3.50	\$ 2,429.00
Standing GA Floor	204	0	0	204	1.00	\$ 204.00
E	0	0	0	0	-	\$ -
F	0	0	0	0	-	-
G	0	0	0	0	-	-
H	0	0	0	0	-	-
<b>Total Per Show</b>	<b>1,730</b>	<b>50</b>	<b>0</b>	<b>1,710</b>		<b>\$ 8,105.00</b>

<b>Ticket Add-Ons</b>			
Source	Per Ticket	Capacity	Total
Fair Admission	\$ 14.00	1,710	\$ 23,940.00
Facility Fee	\$ -	1,710	\$ -
<b>Adjusted Potential</b>			<b>\$ (15,835.00)</b>

<b>Projected Performance Expenses</b>			
Headline Guarantee	Shows	Performance Total	Run Total
Headline 1 Guarantee	1	4,000.00	4,000.00
Headline 2 Guarantee	1	0.00	-
Backline	1	0.00	-
House Nut	1	10,000.00	10,000.00
Advertising	1	2,500.00	2,500.00
<b>Total Costs</b>	<b>1</b>	<b>16,500.00</b>	<b>\$ 16,500.00</b>



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**Deal Information**

\*The Hangar at the OC Fair has market exclusivity for this performance; no plays or advertising are allowed for events within a 60 mile radius (Los Angeles, Inland Empire and Orange County) for 90 days before performance date. Offer is contingent upon both The Paladins and Big Sandy & His Fly-Rite Boys confirming for this one performance date. The Paladins to close the show. Exception for performance on May 18, 2019 at Doheny Blues Festival

\*Terms: \$3,500.00 performance guarantee for an approximate 70-minute performance, plus \$500.00 accomodation buy out. \$4000 total.

\*Offer is inclusive of all other costs: support, backline, extra production expense, air and ground transportation. Any and all add-ons will be charged back to talent.

\* Fair / Festival advertising

\*Merchandise deal: Venue sells, 70/30 split on non-copyrighted material and 90/10 on copyrighted material.

\*Artist is requested to participate in a backstage pre-show or post-show meet & greet arranged by the promoter.

\*Artist is requested to participate in a minimum of one (1) media interview.

\*Any performer fan club presale that requires that seats be held must end prior to the venue presale.

\*Standing general admission will be considered overflow seating and only sold when hard seats are sold out.

\*All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident.

**Ticketing Information**

\*Any performer fan club presale that requires that seats be held must end prior to the established venue presale date.

\*Artist is allocated 16 comp tickets for this event. Venue must be informed of potential buys before event goes on sale.

\*All Artist comp requests must be submitted to Hangar Production Manager at hangarproduction@ocfair.com.

\*Tickets will only be held for purchase by the Artist or Artist representatives upon request prior to the first day that tickets become available.

\*Tickets held by the Artist or the Artist's representatives for purchase are considered sold. If these seats have not been requested 10 business days prior to the performance event, they will be released, without notification, for public purchase.

\*A ticket price that is up to 50% off will be available to OC Super Pass (season ticket) holders.

\*A ticket price that is up to 15% off will be available to groups purchasing 10 or more tickets.

\*The venue reserves the right to engage ticket discount outlets, e.g. Goldstar, Groupon, etc., with offers up to 50% off, as it deems necessary.

\*The venue reserves the right to engage its ticket service provider with offers up to 50% off, as it deems necessary.

**Production Information**

\*This offer is predicated on the fact that the visiting production team will be using existing in-house production.

\*Any additional gear will be at the sole expense of the artist. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc.

\*Any labor to strike or restore changes or additions to the existing truss design at The Hangar will be at the sole expense of the Artist.

\*Artist my bring supplementary production elements, such as monitor systems, FOH console, lighting console, lighting elements at their own expense.

\*If seat kills are required as a result of additional production elements brought into The Hangar by the Artist, Artist will be charged the face value of the tickets representing lost seats.

\*There will be a \$2,500 origination fee for Contractor video taping of the event, plus any additional costs required by IATSE 504.

**Other Information**

\*The house rider for The Hangar at the OC Fair is incorporated into this Performance Offer and supercedes the Artist rider.

\*The Hangar stage will be used by other community based performers during the day, in advance of this performance. The stage will be clear and the venue vacated for three (3) hours in advance of the performance for equipment load-in, sound check, and audience load-in.

**Performance Offer Authorization**

Dan Gaines  
 \_\_\_\_\_  
 Talent Buyer

2/7/2019 14:24  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 OC FEC Representative

\_\_\_\_\_  
 Date



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #:	5770-70	\$ 3,500.00
	5105-70	\$ 500.00

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed FOUR THOUSAND DOLLARS (\$4,000.00) inclusive of FIVE HUNDRED DOLLARS (\$500.00) accommodation buyout upon satisfactory completion of work herein required on Sunday, August 11, 2019.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 11, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT**

### **SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

### **CURFEW**

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32<sup>nd</sup> District Agricultural Association (hereinafter referred to as “District”) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

### **PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

### **PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff’s Department.

### **DECIBEL LEVEL**

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor’s monitor system, at Contractor’s request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

### **MEDIA - WEBSITE**

The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer’s name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website ([www.ocfair.com](http://www.ocfair.com)).

### **MEDIA - INTERVIEW**

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.



## **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

### **MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

### **MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

### **MEET & GREET**

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

### **PRODUCTION**

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

### **SOUND AND LIGHTS**

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

### **RENTAL EQUIPMENT**

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

### **HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

### **SPONSORSHIPS**

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

## **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

### **FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

### **WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

### **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

### **COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

“notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance.”

## **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

### **MISCELLANEOUS**

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

### **PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

### **CONTRACTOR COMPLIMENTARY TICKETS**

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

### **DRUGS & PARAPHERNALIA**

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

### **PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.



**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

AGREEMENT NUMBER <b>SA-034-19GE</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**KAREN BARNARD**

2. The term of this Agreement is: **07/12/19** through **08/11/19** **FED ID:**

3. The maximum amount of this Agreement is: **\$11,500.00**

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 – <b>To provide entertainment at the 2019 OC Fair.</b> <b>See Page 2 for additional details.</b>	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 – 7
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14

*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.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)  
**KAREN BARNARD**


BY (Authorized Signature) \_\_\_\_\_ DATE SIGNED (Do not type) \_\_\_\_\_  


PRINTED NAME AND TITLE OF PERSON SIGNING  
**Karen Barnard**

ADDRESS  
**P. O. Box 616, Sylvester, GA 31791  
 (229) 881-0474 tadpole123@me.com**

**STATE OF CALIFORNIA**

AGENCY NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature) \_\_\_\_\_ DATE SIGNED (Do not type) \_\_\_\_\_  


PRINTED NAME AND TITLE OF PERSON SIGNING  
**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
 Ken Karns, Vice President, Operations**

ADDRESS  
**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General Services Use Only**

Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Katie the Clown  
Name: Karen Barnard  
Title: NA  
Phone number: (229) 881-0474

**CONTRACTOR AGREES:**

- A. To provide roaming grounds entertainment as “Katie the Clown” from July 12 – August 11 at the 2019 OC Fair.
- B. Performance times shall be designated and communicated by the District.
- C. To participate in the grounds performer parade on Saturdays and Sundays.
- D. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
- E. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
- F. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
- G. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.
- H. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To pay Contractor a total sum not to exceed ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500.00) upon satisfactory completion of services herein required on Sunday, August 11, 2019.
- B. To provide one (1) RV Space in the OC Fair & Event Center campground or other area, as determined necessary by the District.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 12, 2018.

***Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 12, 2018, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.***

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

i. "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 Professions Code.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### 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, 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 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 #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence 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 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.





**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; 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.

-End Exhibit E-

AGREEMENT NUMBER <b>SA-035-19GE</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**MIKE BARNARD**

2. The term of this Agreement is: **07/12/19** through **08/11/19** **FED ID:**

3. The maximum amount of this Agreement is: **\$11,500.00**

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 – <b>To provide entertainment at the 2019 OC Fair.</b> <b>See Page 2 for additional details.</b>	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 – 7
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14

*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.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)  
**MIKE BARNARD**

BY (Authorized Signature) 	DATE SIGNED (Do not type)
--	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Mike Barnard**

ADDRESS  
**P. O. Box 616, Sylvester, GA 31791**  
**(229) 881-0474 tadpole123@me.com**

**STATE OF CALIFORNIA**

AGENCY NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature) 	DATE SIGNED (Do not type)
--	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Kathy Kramer, CFE, CMP, Chief Executive Officer or**  
**Ken Karns, Vice President, Operations**

ADDRESS  
**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General Services Use Only**

Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Tadpole the Clown  
Name: Mike Barnard  
Title: NA  
Phone number: (229) 881-0474

**CONTRACTOR AGREES:**

- A. To provide roaming grounds entertainment as “Katie the Clown” from July 12 – August 11 at the 2019 OC Fair.
- B. Performance times shall be designated and communicated by the District.
- C. To participate in the grounds performer parade on Saturdays and Sundays.
- D. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
- E. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
- F. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
- G. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan's Law screening and each certified by the Contractor not to be a registered sex offender per the Megan's Law registry.
- H. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To pay Contractor a total sum not to exceed ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500.00) upon satisfactory completion of services herein required on Sunday, August 11, 2019.
- B. To provide one (1) RV Space in the OC Fair & Event Center campground or other area, as determined necessary by the District.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor upon satisfactory completion of work herein required on Sunday, August 11, 2019.

***Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 11, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.***

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

i. "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 Professions Code.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)





**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### 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, 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 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 #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence 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 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.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; 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.

-End Exhibit E-



AGREEMENT NUMBER <b>SA-037-19GE</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**THE MAGIC OF FRANK THURSTON**

2. The term of this Agreement is: **07/12/19** through **08/11/19** FED ID:

3. The maximum amount of this Agreement is: **\$18,200.00 (\$15,000.00 TALENT; \$3,200.00 ACCOMODATION BUY OUT)**

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 – **To present “The Magic of Frank Thurston” at the 2019 OC Fair. See Page 2 for additional Scope of Work.** Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 7

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11

Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12 – 14

*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.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)  
**THE MAGIC OF FRANK THURSTON**

BY (Authorized Signature) \_\_\_\_\_ DATE SIGNED(Do not type) \_\_\_\_\_

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Frank Thurston, Magician**

ADDRESS  
**11806 Willow Park Way, Bakersfield, CA 93311  
 (877) 624-4238**

**STATE OF CALIFORNIA**

AGENCY NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature) \_\_\_\_\_ DATE SIGNED(Do not type) \_\_\_\_\_

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
 Ken Karns, Vice President, Operations**

ADDRESS  
**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General Services Use Only**

Exempt per:

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

The Magic of Frank Thurston  
Name: Frank Thurston  
Title: Magician  
Phone number: (877) 624-4238

**CONTRACTOR AGREES:**

1. To provide entertainment as, "The Magic of Frank Thurston," from July 12 – August 11 except Wednesday, August 7, and Mondays and Tuesdays at the 2019 OC Fair.
2. Performances shall take place three (3) times per day. Specific locations and show times shall be determined by the District and communicated to Contractor. No performances shall take place on Mondays or Tuesdays.
3. Each performance shall last approximately thirty-five (35) to forty (40) minutes.
4. To provide costumes, any additional performance music, and all props.
5. To promote the performances on Contractor's social media, website and via email and/or mobile databases, where available.
6. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
7. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
8. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
9. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
10. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide stage, lighting and other production items required to facilitate performances, as determined necessary by the District.
2. To provide labor to assist in the movement of props and equipment, as determined necessary by the District.
3. To provide unsupervised storage location for equipment, as necessary.
4. To provide non-exclusive dressing/break area.
5. To provide all necessary credentials, parking passes and photo identification at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 10 above.
6. To pay Contractor a total sum not to exceed EIGHTEEN THOUSAND TWO HUNDRED DOLLARS (\$18,200.00) inclusive of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) accommodation buyout upon satisfactory completion of work herein required on on Sunday, August 11, 2019.



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #:	5780-70	\$15,000.00
	5105-70	\$ 3,200.00

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed EIGHTEEN THOUSAND TWO HUNDRED DOLLARS (\$18,200.00) inclusive of THREE THOUSAND TWO HUNDRED DOLLARS (\$3,200.00) accommodation buyout upon satisfactory completion of work herein required on on Sunday, August 11, 2019.

Payment will be made by 32<sup>nd</sup> District Agricultural Association, State of California-issued check.

***Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 11, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.***

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### 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, 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 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 #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence 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 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.



**EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)**

**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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.



**EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)**

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; 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.

-End Exhibit E-

AGREEMENT NUMBER <b>SA-038-19GE</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**STEPHEN SMEDLEY**

2. The term of this Agreement is: **07/07/19** through **08/13/19** **FED ID:**

3. The maximum amount of this Agreement is: **\$22,000.00**

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 – <b>To provide “Russell Brothers Circus” for the 2019 OC Fair.</b> <b>See Page 2 for additional details.</b>	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 – 7
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14

*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.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)  
**STEPHEN SMEDLEY**


BY (Authorized Signature) 	DATE SIGNED (Do not type)
--	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Stephen M. Smedley**

ADDRESS  
**1065 Lomita Blvd., #40, Harbor City, CA 90710  
 (310) 283-5610 bigtopcircus@msn.com**

**STATE OF CALIFORNIA**

AGENCY NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature) 	DATE SIGNED (Do not type)
--	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
 Ken Karns, Vice President, Operations**

ADDRESS  
**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General Services Use Only**

Exempt per:

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Russell Brothers Circus  
Name: Stephen Smedley  
Title: NA  
Phone number: (310) 283-5610

**CONTRACTOR AGREES:**

- A. To provide “Russell Brothers Circus” from July 12 – August 11 for the 2019 OC Fair.
- B. To set up “Russell Brothers Circus” beginning Sunday, July 7, 2019, to be completed by Wednesday, July 10, 2019, at 6:00 p.m. To begin final teardown and removal of equipment and structures no earlier than 11:30 p.m. on Sunday, August 11, 2019, to be completed by Tuesday, August 13, 2019, at 4:00 p.m.
- C. “Russell Brothers Circus” will be located near the Green Gate and will perform Wednesdays through Sundays at the following times:
  - 12:30 p.m.;
  - 2:00 p.m.;
  - 3:30 p.m.;
  - 5:00 p.m.;
  - 6:30 p.m.; and
  - 8:00 p.m.
- D. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
- E. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
- F. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
- G. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
- H. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide space near the Green Gate for the “Russell Brothers Circus” tent and bleachers. Final space size to be determined by the District.
- B. To provide space for one (1) recreational vehicle from July 7 – August 13, 2019, at the OC Fair & Event Center campground or as determined necessary by the District.
- C. To provide credentials for “Russell Brothers Circus” employees as determined necessary by the District.
- D. To pay Contractor a total sum not to exceed TWENTY TWO THOUSAND DOLLARS (\$22,000.00). Payment will be made Net 10 upon satisfactory completion of work herein required and delivered via US Mail.





**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed TWENTY TWO THOUSAND DOLLARS (\$22,000.00). Payment will be made Net 10 upon satisfactory completion of work herein required and delivered via US Mail.

***Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 11, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.***

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

i. "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 Professions Code.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### 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, 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 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 #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence 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 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.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.

**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; 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.

-End Exhibit E-

AGREEMENT NUMBER <b>SA-042-19GE</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**TUPUA PRODUCTIONS**

2. The term of this Agreement is: **07/12/19** through **08/11/19** **FED ID:**

3. The maximum amount of this Agreement is: **\$46,000.00**

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 – <b>To present “Tupua” on the Heritage Stage at the 2019 OC Fair.</b> <b>See Page 2 for additional details.</b>	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4 – 7
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 8 – 11
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12 – 14
Exhibit F – House Rider/Performance Agreement (Attached hereto as part of this agreement)	Pages 15 – 18

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.**

**CONTRACTOR**

**California Department of General Services Use Only**

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

**TUPUA PRODUCTIONS**

BY (Authorized Signature) 	DATE SIGNED(Do not type)
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PRINTED NAME AND TITLE OF PERSON SIGNING  
**Melody Ann Seanoa, Owner**

ADDRESS  
**3021 Buchanan Way, Costa Mesa, CA 92626  
 (714) 376-4946**

**STATE OF CALIFORNIA**

AGENCY NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature) 	DATE SIGNED(Do not type)
-------------------------------	--------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
 Ken Karns, Vice President, Operations**

ADDRESS  
**88 Fair Drive, Costa Mesa, CA 92626**

Exempt per:

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Tupua Productions  
Name: Melody Ann Seanoa  
Title: Owner  
Phone number: (714) 376-4946

**CONTRACTOR AGREES:**

1. To provide “Tupua” on the Heritage Stage for twenty-three (23) days from July 12 – August 11 at the 2019 OC Fair.
2. To provide a minimum of twelve to fifteen (12-15) performers for each performance.
3. Performances shall be approximately 35-40 minutes in length and take place nightly at 5:15 p.m., 7:15 p.m., and 9:15 p.m. No performances shall take place on Mondays or Tuesdays. Performance schedule may change at the discretion of the District.
4. To provide all necessary props, costumes, and supplies for performances.
5. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
6. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol or drugs will not be consumed before or on stage during the performance.
7. The OC Fair is a smoke and vape-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
8. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
9. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**STATE AGREES:**

1. To provide schedule of performances.
2. To provide appropriate production (lights, sound, etc.) and staging elements.
3. To provide dressing rooms and a staging area.
4. To provide water and towel service.
5. To provide all necessary credentials, parking passes and photo identification at the discretion of the District.
6. To allow Contractor to sell merchandise and waive the merchandise split. Items shall be pre-approved by the District.
7. To pay Contractor a total sum not to exceed FORTY SIX THOUSAND DOLLARS (\$46,000.00) upon satisfactory completion of services herein required. Payment schedule is as follows:
  - A. TWENTY SIX THOUSAND DOLLARS (\$26,000.00) for services completed through Sunday, July 28, 2019. Payment shall be made on Wednesday, July 31, 2019.
  - B. TWENTY THOUSAND DOLLARS (\$20,000.00) for services completed through Sunday, August 11, 2019. Payment shall be made on Sunday, August 11, 2019.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed FORTY SIX THOUSAND DOLLARS (\$46,000.00) upon satisfactory completion of services herein required. Payment schedule is as follows:

1. TWENTY SIX THOUSAND DOLLARS (\$26,000.00) for services completed through Sunday, July 28, 2019.  
Payment shall be made on Wednesday, July 31, 2019.
2. TWENTY THOUSAND DOLLARS (\$20,000.00) for services completed through Sunday, August 11, 2019.  
Payment shall be made on Sunday, August 11, 2019.

***Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by the dates detailed above, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.***

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
  - ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 the 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 REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Current State Employees (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 Employees (Pub. Contract Code §10411):**

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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**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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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.





**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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

## EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

**EXHIBIT F – HOUSE RIDER / PERFORMANCE AGREEMENT – HERITAGE STAGE**

**SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

**PERFORMANCE LENGTH/TIMES**

Contractor shall adhere to performance lengths and times as indicated in this Agreement.

**PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

**PUBLIC ACCESS TO FACILITY**

The Heritage Stage is within the OC Fair proper. When the OC Fair gates open, The Heritage Stage area is also open to the public. The OC Fair will be open to the public at 12:00 p.m. Wednesday through Friday, and 11:00 a.m. on Saturday and Sunday.

**DECIBEL LEVEL**

Contractor will adhere to the sound ordinance observed by the District. Exact levels will be available upon request and random readings will be taken throughout sound check and performance.

House sound will include stage monitors. District agrees to use Contractor’s monitor system at Contractor’s request and at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

Maximum permissible sound levels, as measured flat (no weighting) on a peak reading calibrated SPL meter:

FOH @ mixer location: 95 dB.

Back of stage, 75 feet: 80 dB.

Sides of stage, 75 feet: 75 dB.

All other measurements must conform to published sound level limitations for the area. In any case, measurements made in surrounding neighborhoods have precedence, regardless of compliance within the venue.

In addition to the above terms, Contractor agrees that the District, in exercising its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

**MEDIA – WEBSITE**

The District requires that Contractor place specific information about the OC Fair on its website. Information should include the entertainer’s name, date, time of performances at the OC Fair, and a web-link to OC Fair website ([www.ocfair.com](http://www.ocfair.com)).

**MEDIA - INTERVIEW**

The District also requests that Contractor consent to at least one (1) fifteen (15)-minute promotional interview with a local radio station, television station or print reporter in advance of their performance at the OC Fair. Media outlet to be selected by the District.

**EXHIBIT F – HOUSE RIDER / PERFORMANCE AGREEMENT – HERITAGE STAGE (CONT.)**

**MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

**MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

**SOUND AND LIGHTS**

Contractor agrees to use District-provided sound and lighting equipment. The District will provide industry standard sound and lighting equipment not to exceed allocated budget. Any costs exceeding the budget are the responsibility of the Contractor.

**RENTAL EQUIPMENT**

The District can provide but will not be responsible for payment of rental equipment unless otherwise specifically stated in this Agreement.

**GROUND TRANSPORTATION**

Unless otherwise agreed upon, the District will not provide or be responsible for ground transportation of any kind.

**HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

**MERCHANDISING**

Merchandising sales are subject to 70% / 30% split with the venue selling the merchandise. District will provide adequate point(s) of sale. Contractor is responsible for seller's fee in addition to commission. Sales will be audited at the end of the evening by a designated District staff member.

**SPONSORSHIPS**

The District will retain all sponsorship rights to the venue. In the event that a Performer's sponsor becomes a contracted part of the agreement, the District's sponsorships will take precedent over Performer's sponsorships. Performer's sponsorship signage may be used only with approval of the District representative. The District's representative and sponsorship manager shall be notified prior to the signing of this agreement of any potential conflicts related to sponsors. Performers shall not receive any revenues from District sponsorships.

The Heritage Stage is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Heritage Stage.

**INSURANCE**

Prior to the performance, Contractor shall provide a valid Certificate of Insurance indicating minimum coverage of one million (\$1,000,000) dollars for General Liability and Audience participation, in a manner and form acceptable to the District. No indemnification, hold harmless or additional insured certificate will be provided to Contractor.

**EXHIBIT F – HOUSE RIDER / PERFORMANCE AGREEMENT – HERITAGE STAGE (CONT.)**

**FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Plaza Arts Stage or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at scheduled time it is mutually agreed the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

**COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Artist warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Artist has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

“notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance.”

Artist acknowledges that Artist acts under this Agreement as an independent contractor charged with the responsibility, in Artist's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Artist undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary, artistic works.

Artist warrants that in the performance of this Agreement, Artist will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Artist will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Artist authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

**EXHIBIT F – HOUSE RIDER / PERFORMANCE AGREEMENT – HERITAGE STAGE (CONT.)**

**MISCELLANEOUS**

The performance may be emceed by (i.e. “welcomed by”) a local market radio station personality. In no way shall this be considered a “co-promotion” or “presented by” situation. Contractor shall be informed of the station selected prior to the engagement.

**PROMOTIONAL MATERIAL & ADVERTISING**

Upon receipt of contract, Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio, DVD's and/or video tapes for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach.

All Performer names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized. Performers will not have prior approval of any Fair-related promotional or advertising material. All Performer guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Artists' management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes. Due to space limitations, Artist logos will not be used in any promotional materials.

**COMPLIMENTARY TICKETS**

The District will provide complimentary admission tickets only when contracted. If available, the Performer may purchase additional tickets through the OC Fair box office. Performer's guests will be subject to a parking charge at the event.

**PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Performer or Performer's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Performer to the terms and conditions contained herein. If the Performer is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Performer shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation “F.S.O.” (for services of) and immediately followed by the name of the performing Artists on the preprinted blank line on the first page.

STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-043-19GE</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>JOHN KRAUS F/S/O JOHN KRAUS AND THE GOERS</b>
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2. The agreement term is from **07/24/19** through **07/28/19**

3. The maximum amount payable is \$ **2,500.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **2,500.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>JOHN KRAUS F/S/O JOHN KRAUS AND THE GOERS</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>John Kraus</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>6271 Citadel Drive, Huntington Beach, CA 92647 (714) 322-2606 johnakraus@yahoo.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5780-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

John Kraus & The Goers  
Name: John Kraus  
Title: NA  
Phone number: (714) 322-2606

**CONTRACTOR AGREES:**

1. To provide the performance group “John Kraus & The Goers,” on the Promenade Stage from July 24-28 at the 2019 OC Fair.
2. The performances shall take place from 8:15 p.m. – 11:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide the Promenade Stage and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To waive venue merchandise split provided Contractor sells.
4. To provide promotion and advertising as part of the 2019 OC Fair collateral material.
5. To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$2,500.00) upon satisfactory completion of work herein required on Sunday, July 28, 2019.

-End Exhibit A-





**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) upon satisfactory completion of work herein required on Sunday, July 28, 2019.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 28, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-044-19BB</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>STRAIGHT 78</b>
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2. The agreement term is from **07/24/19** through **07/28/19**

3. The maximum amount payable is \$ **3,000.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **3,000.00** *(Attach list if applicable.)*

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. *(Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)*




ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

EXHIBITS *(Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)*

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits *(List)* **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>STRAIGHT 78</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Brett Scott, Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>1961 Derby Drive, Santa Ana, CA 92705 (714) 308-7377 wyleeboxer@msn.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5780-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Straight 78  
Name: Brett Scott  
Title: Owner  
Phone number: (714) 308-7377

**CONTRACTOR AGREES:**

1. To provide the performer “Straight 78,” on the Baja Blues Stage from July 24 through July 28 at the 2019 OC Fair.
2. The performances shall take place Wednesday through Sunday from 8:00 p.m. to 11:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide the Baja Blues Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To waive venue merchandise split provided Contractor sells.
4. To provide promotion and advertising as part of the 2019 OC Fair collateral material.
5. To pay Contractor a total sum not to exceed THREE THOUSAND DOLLARS (\$3,000.00) upon satisfactory completion of work herein required on Sunday, July 28, 2019.

-End Exhibit A-

**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed THREE THOUSAND DOLLARS (\$3,000.00) upon satisfactory completion of work herein required on Sunday, July 28, 2019.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 28, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-055-19BB</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>LE CLAIR AND BRADLEY ENTERPRISES F/S/O THE MAI TAIS</b>
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2. The agreement term is from **07/13/19** through **07/14/19**

3. The maximum amount payable is \$ **600.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **600.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_




5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>LE CLAIR AND BRADLEY ENTERPRISES F/S/O THE MAI TAIS</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Raymond Bradley, Co-Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>7071 Warner Ave. F-307, Huntington Beach, CA 92647 (714) 847-0059 hbmaitai@aol.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5780-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Le Clair and Bradley Enterprises  
Name: Raymond Bradley  
Title: Co-owner  
Phone number: (714) 847-0059

**CONTRACTOR AGREES:**

1. To provide the performer “The Mai Tais,” on the Baja Blues Stage from July 13 through July 14 at the 2019 OC Fair.
2. The performances shall take place Wednesday through Sunday from 1:00 p.m. to 4:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide the Baja Blues Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To waive venue merchandise split provided Contractor sells.
4. To provide promotion and advertising as part of the 2019 OC Fair collateral material.
5. To pay Contractor a total sum not to exceed SIX HUNDRED DOLLARS (\$600.00) upon satisfactory completion of work herein required on Sunday, July 14, 2019.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed SIX HUNDRED DOLLARS (\$600.00) upon satisfactory completion of work herein required on Sunday, July 14, 2019.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 14, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.





**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

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The consideration to be paid Contractor, as provided herein, shall be in compensation for all of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

AGREEMENT NUMBER <b>SA-057-19GE</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**ROBERT SMITH PRESENTS, LLC F/S/O CONJURER**

2. The term of this Agreement is: **07/12/19** through **08/11/19** **FED ID:**

3. The maximum amount of this Agreement is: **\$21,275.00**

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 – **To present “Conjurer” at the 2019 OC Fair.** Pages 1 – 2  
**See Page 2 for additional details.**

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 7

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12 – 14

*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.**

**CONTRACTOR**

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

**ROBERT SMITH PRESENTS, LLC F/S/O THE CONJURER**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Robert Smith, Owner**

ADDRESS

**9008 Mesa Place NW, Albuquerque, NM 87114  
 (505) 750-8190 robert@robertsmithpresents.com**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
 Ken Karns, Vice President, Operations**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

*California Department of General Services Use Only*

Exempt per:





**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Robert Smith Presents, LLC f/s/o Conjurer  
Name: Robert Smith  
Title: Owner  
Phone number: (505) 750-8190

**CONTRACTOR AGREES:**

- A. To provide the performer, "Conjurer," from July 12 – August 11 except Mondays and Tuesdays at the 2019 OC Fair.
- B. To provide three (3) performances per day, Wednesday through Friday and four (4) performances per day, Saturday and Sunday. Performance times shall be determined by mutual agreement of Contractor and the District, and finalized in advance of the 2018 OC Fair.
- C. Each performance shall last approximately thirty (30) to forty (40) minutes.
- D. To provide costumes, any additional performance music, and all props.
- E. To cover expenses, including air travel, hotel accommodations, ground transportation and meals.
- F. Tip jars are not allowed.
- G. To promote the performances on Contractor's social media, website and via email and/or mobile databases, where available.
- H. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
- I. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
- J. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
- K. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- L. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide performance area in the Main Mall. Location may change at the discretion of the District.
- B. To provide labor to assist in the movement of props and equipment, as determined necessary by the District.
- C. To provide unsupervised storage location for equipment, as necessary.
- D. To provide access to a standard 110v outlet for charging Conjurer's battery unit while in the storage location.
- E. To provide non-exclusive dressing/break area, which shall include bottled water and towels.
- F. To provide all necessary credentials, parking passes and photo identification at the discretion of the District.
- G. To pay Contractor a total sum not to exceed TWENTY ONE THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS (\$21,275.00) upon satisfactory completion of work herein required on Sunday, August 11, 2019.



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed TWENTY ONE THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS (\$21,275.00) upon satisfactory completion of work herein required on Sunday, August 11, 2019.

***Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 11, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.***

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

i. "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 Professions Code.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



## **EXHIBIT E – INSURANCE REQUIREMENTS**

### **California Fair Services Authority**

#### **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, 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 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 #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence 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 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.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; 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.

-End Exhibit E-

AGREEMENT NUMBER <b>SA-060-19IO</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**REBECCA J. GOODYEAR F/S/O BECKY'S CREATIONS**

2. The term of this Agreement is: **04/11/19** through **04/15/19** **FED ID:**

3. The maximum amount of this Agreement is: **\$2,400.00**

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 – **To provide the “Sadie’s Farm-Tastic Adventure” at 2019 Imaginology, April 12-14. See Page 2 for additional details.** Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 7

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12 – 14

*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.**

**CONTRACTOR**

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

**REBECCA J. GOODYEAR F/S/O BECKY'S CREATIONS**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Rebecca J. Goodyear, Performer**

ADDRESS

**P.O. Box 825, Cypress, CA 90630  
 (714) 615-8683 bekygscreations@aol.com**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
 Ken Karns, Vice President, Operations**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General  
 Services Use Only**

Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Becky's Creations.  
Name: Rebecca J. Goodyear  
Title: Performer  
Phone number: (714) 615-8683

**CONTRACTOR AGREES:**

- A. To provide the "Sadie's Farm-Tastic Adventure" exhibit from April 12 – April 14 for 2019 OC Fair Imaginology.
- B. Performances shall be approximately 30 minutes in length and take place on Friday, April 12 at 9:30 a.m., 11:00 a.m. and 12:30 p.m., and on Saturday and Sunday at 10:30 a.m., 12:30 p.m. and 2:30 p.m. Performance schedule may change at the discretion of the District.
- C. To load-in and set up Thursday, April 11, from 8:00 a.m. – 5:00 p.m., and/or Friday, April 12, from 6:30 a.m. - 8:00 a.m. Setup shall be completed by Friday, April 12, at 8:00 a.m.
- D. To tear down and load-out no earlier than Sunday, April 14, after 5:00 p.m. Contractor must receive approval from the District prior to tearing down. Tear down may also take place Monday, April 15, from 7:30 a.m. – 3:30 p.m.
- E. Vehicles will not be allowed to enter the event grounds after 8:00 a.m. on Friday, April 12, or after 9:00 a.m. on Saturday, April 13, and Sunday, April 14.
- F. Vehicles must be off grounds sixty (60) minutes prior to event opening and moved to the designated parking areas.
- G. To provide sound system, backdrop and all props and costumes necessary for the performances.
- H. To maintain the performance area during the dates of 2019 OC Fair Imaginology. Maintenance to include materials and all necessary cleaning.
- I. Imaginology is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
- J. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- K. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide approximately 35' x 20' area inclusive of a 16' x 12' performance area and space for a 10' x 7' storage trailer, 12' x 9' mat for seating, and rows of chairs. Location and exact dimensions to be determined by the District.
- B. To provide necessary signage required for the exhibit.
- C. To provide access to electricity/power.
- D. To provide one (1) RV Space in the OC Fair & Event Center campground or other area, as determined necessary by the District.
- E. To pay Contractor for a total sum not to exceed TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) upon satisfactory completion of services herein required on Sunday, April 14, 2019.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-41

**PAYMENT PROVISIONS:**

To pay Contractor for a total sum not to exceed TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) upon satisfactory completion of services herein required on Sunday, April 14, 2019.

***Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, April 14, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.***

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

i. "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 Professions Code.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**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, 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 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 #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence 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 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.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; 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.

-End Exhibit E-

STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-061-19BB</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>FREDRIC GEIGER F/S/O TTT BRAND COUNTRY THAT ROCKS</b>
---	---

2. The agreement term is from **07/27/19** through **07/28/19**

3. The maximum amount payable is \$ **800.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **800.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_




5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>FREDRIC GEIGER F/S/O TTT BRAND COUNTRY THAT ROCKS</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Fredric Geiger, Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>125 S. Calle Da Gama, Anaheim, CA 92807 (714) 319-4376 stephlee333@sbcglobal.net</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5780-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

TTT Brand Country That Rocks  
Name: Fredric Geiger  
Title: Owner  
Phone number: (714) 319-4376

**CONTRACTOR AGREES:**

1. To provide the performer "TTT Brand," on the Baja Blues Stage from July 27 through July 28 at the 2019 OC Fair.
2. The performances shall take place Saturday and Sunday from 1:00 p.m. to 4:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide the Baja Blues Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To waive venue merchandise split provided Contractor sells.
4. To provide promotion and advertising as part of the 2019 OC Fair collateral material.
5. To pay Contractor a total sum not to exceed EIGHT HUNDRED DOLLARS (\$800.00) upon satisfactory completion of work herein required on Sunday, July 28, 2019.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed EIGHT HUNDRED DOLLARS (\$800.00) upon satisfactory completion of work herein required on Sunday, July 28, 2019.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 28, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:





**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-062-19HB</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>MUSIC ZIRCONIA TALENT, LLC F/S/O ELTON – THE EARLY YEARS</b>
---	--

2. The agreement term is from **07/31/19** through **07/31/19**

3. The maximum amount payable is \$ **4,500.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **4,500.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)




ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>MUSIC ZIRCONIA TALENT, LLC F/S/O ELTON - THE EARLY YEARS</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michael Twombly, Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>5595 Magnatron Blvd. Ste A, San Diego CA 92111 (858) 598-7311 michael@musiczirconia.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5770-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Music Zirconia  
Name: Michael Twombly  
Title: Owner  
Phone number: (858) 598-7311

**CONTRACTOR AGREES:**

Performance

1. To provide the performance group, “Elton – The Early Years” on Wednesday, July 31, 2019.
2. To perform one (1) 90 to 120-minute set on The Hangar stage beginning at 8:30 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**Merchandise**

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

**Video Recording**

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as “professional video recording,” will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS (\$250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

**Insurance**

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

**Ticketing:**

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

**Other**

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

**Payment**

1. To pay Contractor a total sum not to exceed FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail. (see Exhibit B and Exhibit E).

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**Operations / Production**

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

**Accommodations**

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

**Credentials**

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide twenty (20) complimentary performance tickets upon request. Please request through venue Production Manager at [hangarproduction@ocfair.com](mailto:hangarproduction@ocfair.com). Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

**Event Marketing**

1. To provide marketing, advertising and promotion as part of the 2019 OC Fair collateral material.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5770-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail. (see Exhibit B and Exhibit E)..

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Wednesday, July 31, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT**

### **SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

### **CURFEW**

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32<sup>nd</sup> District Agricultural Association (hereinafter referred to as “District”) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

### **PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

### **PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff’s Department.

### **DECIBEL LEVEL**

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor’s monitor system, at Contractor’s request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

### **MEDIA - WEBSITE**

The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer’s name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website ([www.ocfair.com](http://www.ocfair.com)).

### **MEDIA - INTERVIEW**

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

**MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

**MEET & GREETs**

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

**PRODUCTION**

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

**SOUND AND LIGHTS**

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

**RENTAL EQUIPMENT**

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

**HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

**SPONSORSHIPS**

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

**FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

**INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

**COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

“notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance.”

## **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

### **MISCELLANEOUS**

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

### **PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

### **CONTRACTOR COMPLIMENTARY TICKETS**

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

### **DRUGS & PARAPHERNALIA**

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

### **PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.



**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-



STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-063-19HB</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>NEAL SHELTON ENTERTAINMENT F/S/O AEROMYTH</b>
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2. The agreement term is from **08/08/19** through **08/08/19**

3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **6,000.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Hangar House Rider (Insurance Requirements) (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>NEAL SHELTON ENTERTAINMENT F/S/O AEROMYTH</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Grady Neal Shelton, Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>6502 Starshine Dr., Huntington Beach, CA 92647 (714) 330-9428 nealmuzic@aol.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5770-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Neal Shelton Entertainment  
Name: Neal Shelton  
Title: Owner  
Phone number: (714) 330-9428

**CONTRACTOR AGREES:**

Performance

1. To provide the performance group, “Aeromyth” on Thursday, August 8, 2019.
2. To perform one (1) 90 to 120-minute set on The Hangar stage beginning at 8:30 p.m.

Radius

1. The Hangar at The OC Fair has market exclusivity for this performance. No performance or advertising is allowed for events within a 50 mile radius (Southern Los Angeles, Inland Empire and Orange County) for 60 days prior to the performance date.

Press / Media

1. To refer to the performance venue as “The Hangar at the OC Fair” in all advertising and/or communications including, but not limited to, email, websites, social media outlets and print schedules.
2. To provide biographical, press release information, and current performer imagery as necessary.
3. To make band members available for media and/or promotional opportunities (see Exhibit E).
4. To promote this contracted event via Contractor email and mobile (if available) database(s), and web site.
5. All requests for press inclusion (written, photography, videography) at this performance event must be submitted to, and approved by, the OC Fair Communications Department.

Operations / Production

1. Advance performance with Doug Sturgis, the venue Production Manager, at doug@rkde.net.
2. The Hangar stage will be used by community performers during the day, in advance of this contracted performance. The stage will be clear and the venue vacated a minimum of three (3) hours in advance of the performance for load in, sound check and audience load in. It is imperative that Contractor arrive on time and prepared to facilitate load in and sound check during this short window of time.
3. Doors for the event are at approximately 60 minutes prior to the performance start time.
4. This contract is predicated on the fact that Contractor will be using in-house production as is. Any additional production expense will be financial responsibility of the Contractor. This includes, but is not limited to, backline, transportation of any kind, additional risers, musicians or extra talent, hotel accommodations, pyrotechnics, video, etc. (see Exhibit E).

Contractor Rider

1. The venue Production Manager will review any Contractor rider and attempt to make accommodations if possible, however the venue rider for The Hangar is incorporated into this contract and supersedes Contractor rider.

## EXHIBIT A – SCOPE OF WORK (CONT.)

### Merchandise

1. Contractor sells: District agrees to waive merchandise split.
2. Contractor must provide notification of merchandise sales a minimum of three days prior to the contracted date. Without this notification, there is no guarantee that merchandise tables, chairs, etc., will be provided.

### Video Recording

1. Video recording of performances will only be allowed using simple hand-held devices such as cell phones. Tripods, high-resolution video cameras, multiple-camera recording positions, and other devices, for the purposes of this contract known as “professional video recording,” will only be allowed with the permission of the OC Fair Entertainment Department. An origination fee of TWO HUNDRED FIFTY DOLLARS (\$250.00) is required in order to receive permission to enlist professional video recording services or video equipment.
2. In cases where professional services are permitted, placement of any/all equipment is at the discretion of the venue Production Manager and may not, under any circumstances, interfere with the experience of customers at the event.
3. Contractor may order a live video feed recording of the performance captured by the District for a fee of TWO HUNDRED FIFTY DOLLARS (\$250.00), requested through the OC Fair Entertainment Department. Such recordings will be provided to Contractor on a hard drive once payment is received (check or money order only). Contractor agrees to grant OC Fair the right to use recordings in whole or in part for promotional purposes.
4. If Contractor wishes to seek professional video recording services and to secure a live video recording from the District, a fee of THREE HUNDRED FIFTY DOLLARS (\$350.00) is required.

### Insurance

1. It is understood that this event includes the contracted performer only, and that there is no direct audience participation. If audience participation is to be included, the proper insurance must be arranged through OC Fair & Events Center Business Services.

### Ticketing:

1. The District may, at its discretion, offer group discounts up to 20%.
2. The District may, at its discretion, offer two-for-one tickets to its season ticket holders
3. The District may, at its discretion, offer discounts of up to 50% to the public through its ticket service provider.
4. The District may, at its discretion, offer discounts of up to 50% to the public through internet distribution services such as, but not limited to, Groupon, Goldstar, Living Social, etc.

### Other

1. The District reserves the right to terminate any contract, at any time, by giving the Contractor notice in writing at least thirty (30) days prior to the date when such terminations shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**DISTRICT AGREES:**

Payment

1. To pay Contractor TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) flat plus THREE DOLLARS AND FIFTY CENTS (\$3.50) per full price and Group discounted ticket sold in excess of 714 tickets, a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00), upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Operations / Production

1. To provide The Hangar stage, lights and sound. Backline is not included (see Exhibit E).
2. To provide box office, ticket takers, security, usher staff and concessions.

Accommodations

1. To provide a 10' X 20' dressing room trailer in the backstage area.
2. To provide a deli style meal, bottled water and soft drinks for eight band members, crew and management. Any catering beyond these parameters will be at the sole expense of the Artist (see Exhibit E).

Credentials

1. To provide complimentary parking and admission for band members, crew and management only.
2. To provide eighteen (18) complimentary performance tickets upon request. Please request through venue Production Manager at hangarproduction@ocfair.com. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.

Event Marketing

1. To provide marketing, advertising and promotion as part of the 2019 OC Fair collateral material.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5770-70

**PAYMENT PROVISIONS:**

To pay Contractor TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) flat plus THREE DOLLARS AND FIFTY CENTS (\$3.50) per full price and Group discounted ticket sold in excess of 714 tickets, a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00), upon satisfactory completion of work herein required. Payment will be made NET 10 and delivered via US Mail.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, August 8, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT**

### **SHOW STARTING TIMES**

Performer, Artist, and Contractor (hereinafter referred to as “Contractor”) shall adhere to all starting and ending times as indicated in this Agreement.

### **CURFEW**

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved by the 32<sup>nd</sup> District Agricultural Association (hereinafter referred to as “District”) prior to the performance. If this curfew is not adhered to, Contractor shall be liable and subject to litigation and fines by the State of California for breach of contract. These fines shall be one thousand dollars (\$1,000.00) per minute for the first five (5) minutes and an additional ten thousand dollars (\$10,000.00) for any period thereafter.

### **PAYMENT**

Contractor shall be paid by District check upon completion of performance. There shall be no cash payments and no check cashing shall be authorized. Contractors who are non-residents of California will be subject to State withholding by the Franchise Tax Board at a rate of seven percent (7%) unless a Form 590 has been completed and returned to the District.

### **PUBLIC ACCESS TO FACILITY**

The facility will be open to the public approximately 60 minutes prior to the start of the show. There shall be no exceptions to this stated time. This requirement is necessary to meet safety and crowd control procedures set by the State of California Fire Marshal and the Orange County Sheriff’s Department.

### **DECIBEL LEVEL**

Sound pressure levels must not exceed:

1. 85 dB, no weighting, averaged over a 5-minute period at directly backstage. Random readings will be taken throughout sound check and performance.
2. 95 dB, no weighting, averaged over a 5-minute period at FOH.
3. 55 dB, LEQ average in surrounding neighborhoods (distance is typically 1,000 feet or more from the Hangar FOH location).
4. If any one (1) of the above conditions is exceeded, regardless of compliance in the remaining areas, Contractor will be asked to reduce levels to comply.

House sound will include stage monitors. District Agrees to use Contractor’s monitor system, at Contractor’s request, at no additional cost to the District.

Contractor shall be bound by the sound covenant and shall at all times during any pre-concert sound checks and the concert operate within the sound restrictions. Contractor agrees that upon discovery or notification of any occurrence of sound level exceedance by either the District, or a designated sound monitor or other designee, Contractor shall immediately adjust the sound level to come into compliance with sound level specifications. If repeated sound level violations occur within concert performance after such notification, Contractor agrees to immediately terminate the concert.

In addition to the above terms, Contractor agrees that the District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the concert performance as it may deem necessary to ensure compliance with the sound restrictions.

### **MEDIA - WEBSITE**

The District requires that the Contractor place specific information about the contracted event at the OC Fair on its website. Information should include the entertainer’s name, date, time of performance(s) at the OC Fair, and a web link to OC Fair website ([www.ocfair.com](http://www.ocfair.com)).

### **MEDIA - INTERVIEW**

The District also requests that the Contractor consent to at least one (1), fifteen (15)-minute promotional interview with a local radio station in advance of their performance at the OC Fair. Radio station to be selected by the District.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**MEDIA - VIDEO**

Local affiliates of national television networks, upon issuance of proper District press credentials and approval of Contractor's representative, shall be allowed to videotape up to three (3) minutes of performance for news purposes only. The District actively discourages all non-legitimate videotaping activity.

**MEDIA - STILL PHOTOGRAPHY**

Representatives of legitimate press organizations, upon issuance of proper District press credentials, shall be allowed to photograph a portion of the performance for review purposes only. The District actively discourages all non-legitimate use of still photography.

**MEET & GREET**

The District requests that the Contractor participate in a pre-performance or post-performance meet & greet as arranged by the venue.

**PRODUCTION**

This contract is predicated on the fact that Contractor will be using in-house production as is. The District will provide The Hangar stage, lights and sound. Backline is not included. Approximately two (2) hours are allotted to set the stage and perform soundcheck.

Any additional gear required will be at the sole expense of the Contractor. This includes but is not limited to: backline, transportation, additional riser(s), musicians or additional talent, pyrotechnics, etc. Any labor required to strike and restore changes to existing truss system is at the sole expense of the Contractor.

The Contractor is welcome to bring additional production equipment, such as monitor systems, FOH console(s), lighting console(s), and additional lighting fixtures to be added to the pre-existing truss system. The cost of setting up additional equipment is the sole responsibility of the Contractor.

If seats are killed as a result of any gear that is brought in specifically for a Hangar performance, the Contractor will be charged back the face value of the killed seats plus any refund amount required to relocate guests who have purchased seats the must be killed.

**SOUND AND LIGHTS**

Contractor agrees to use District-provided industry standard sound and lighting equipment. Any other expense for gear and associated labor to install, strike or cause any other expense is at the sole cost of the Contractor.

**RENTAL EQUIPMENT**

The District may provide, but will not be responsible for payment of rental equipment, unless otherwise specifically stated in this Agreement.

**HOSPITALITY**

The District may provide meal service, when contracted, chosen from a District-determined menu. District will use Contractor's contract rider as a guide, but will be the final determiner of the meal that is served. Accommodations will be made for vegetarian meals upon request. Additional food and beverage service (i.e., tour bus food service) may be requested by the Contractor at the Contractor's expense from the on-site caterer. The District will not provide alcohol, tobacco, vape and cannabis products, nor will runners be available to secure these items. The OC Fair is a smoke-free event and the use of tobacco, vape and cannabis therein is strictly forbidden.

**SPONSORSHIPS**

The District's sponsorships will take precedence over Contractor's sponsorships. Contractors who have a sponsor will receive one-half (1/2) the number of signs, posters, impressions compared to the number of the District's sponsor. Contractor's sponsorship signage may be used only with District Management's approval. The District's CEO and sponsorship manager shall be notified prior to the signing of this Agreement of any potential conflicts related to sponsors. Contractors shall not receive any revenues from District sponsorships.

**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

The Hangar is eligible for two (2) sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Hangar.

**FORCE MAJEURE CLAUSE**

The District's obligations are subject to Act of God, violent storms, riots, wars, labor difficulties, epidemics, and act or order by any public authority of any cause similar or dissimilar beyond the District's control, or in the event of the destruction of the Hangar or adjoining areas of the Fairgrounds by violent weather, fire, or national or local calamity or any unforeseen fulfillment of this Agreement by the District impossible and appearances of the Contractor impossible. If such an occurrence shall occur necessitating the cancellation of any show(s) which shall be mutually agreed upon between the District and the Contractor, then the Contractor shall be paid on a prorated basis for shows(s) performed. When one (1) show only is presented and condition(s) beyond the control of the Contractor and District which would prevent the start of the show at the scheduled time it is mutually agreed that the show can be delayed a maximum of 90 minutes to correct such condition and to present herein.

**WORKERS' COMPENSATION INSURANCE**

Contractor warrants that it maintains Workers' Compensation Insurance for its employees as required by law. Prior to date of performance, all performers shall submit to the District proof of valid Workers' Compensation Insurance coverage for all of their employees, unless performer has certified on Payee Data Record – STD. 204, that he/she is a sole proprietor and has no employees. It is mutually agreed that the District is relying upon the Contractor's specific representation and warranty that it has the proper Workers Compensation Insurance and that the Contractor will indemnify and hold harmless the District in the event it did not have the insurance.

Contractor further certifies that by signing this Agreement, Contractor will comply with such provisions under Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code immediately upon hiring any employee and before commencing the performance of this Agreement.

**INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents).

**COPYRIGHT INFRINGEMENT INDEMNIFICATION**

Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 17 U.S.C. §§110:

“notwithstanding the provisions of Section 106, the following are not infringements of copyright:...

(6) performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance.”



## **EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor's sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.

Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim which may result from the foregoing indemnification.

### **MISCELLANEOUS**

The performance may be emceed by (i.e. "welcomed by") a local market radio station personality. In no way shall this be considered a "co-promotion" or "presented by" situation. Contractor shall be informed of the station selected prior to the engagement.

### **PROMOTIONAL MATERIAL AND ADVERTISING**

Contractor shall provide to the District any and all available materials, specifically to include biographical information, photographs, audio and/or video tapes (beta only) for District's use in promotional, collateral and advertising material for this event/performance.

All promotional, collateral and advertising material for the event will be developed and approved by the District. This material will be executed in a festival-style approach. All Contractor names including spelling, capitalization, and addendums must be designated in contracts. Changes cannot be made after the contract has been finalized.

Contractor will not have prior approval of any Fair-related promotional or advertising material. All Contractor guidelines must be outlined in contracts and will be incorporated as indicated.

No preferential changes of images provided by Contractor's management or publicity agents will be permitted unless provided image is no longer valid due to personnel changes.

### **CONTRACTOR COMPLIMENTARY TICKETS**

The District will provide the Contractor with a reasonable number of complimentary concert tickets. The amount will be negotiated at the point of booking and any tickets past that amount must be purchased by the Contractor. Should the show carry a co-headliner, support or an opening act, that number will be reduced proportionately. Contractor's guests will be subject to a parking charge at the event. If available, the Contractor may purchase additional tickets through the OC Fair box office.

### **DRUGS & PARAPHERNALIA**

The District has enacted a very strict anti-drug policy for the facility. As such, Contractor agrees that Artist shall not discuss illegal drug use, use illegal drugs, employ gestures mimicking the use of illegal drugs, or show paraphernalia employed in the use of illegal drugs during Artist's performance or at any time while Artist is on stage.

### **PROFANE OR OBSCENE LANGUAGE**

This is a State of California facility and all performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any contracted performer, their crew, or their representatives or associates while in the view or earshot of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.



**EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)**

**OFFENSIVE OR POLITICAL STATEMENTS OR PROPS**

The display of offensive, political or controversial statements, slogans, flags (specifically the Confederate flag) or emblems as part of branding or decoration will not be tolerated. Any display by any contracted performer, their crew, or their representatives or associates while in the view of any Fair guest will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.

**CONFLICT OF LAWS OR TERMS**

It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of California both substantive and procedural. In the case of conflict between the District/State Documents and Contractor's Documents, the District/State Documents shall prevail if the parties can not mutually agree upon a resolution of the conflict.

**CONTRACTOR'S POWER AND AUTHORITY**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein. If the Contractor is not signing and contracting in own name to perform the entertainment services, then whatever business entity is signing and contracting to provide the services of the Contractor shall clearly state: a) the exact name of the business entity; b) the state of incorporation or principal place of business; c) followed by the designation "F/S/O" (for the services of) and immediately followed by the name of the performing Contractor on the preprinted blank line on the first page.

-End Exhibit E-

STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
 (For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-066-19BB</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>HENRY SCHMOLLER F/S/O TEXAS HOUSE PARTY</b>
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2. The agreement term is from **08/03/19** through **08/04/19**

3. The maximum amount payable is \$ **900.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **900.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_




5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>HENRY SCHMOLLER F/S/O TEXAS HOUSE PARTY</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Henry Schmoller, Sole Proprietor</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>3415 McLaughlin Avenue #105, Los Angeles, CA 90066 (310) 398-6621 havahank@ca.rr.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5770-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Texas House Party  
Name: Henry Schmoller  
Title: Sole Proprietor  
Phone number: (310) 3998-6621

**CONTRACTOR AGREES:**

1. To provide the performance group “Texas House Party,” on the Baja Blues Stage from August 3 through August 4 at the 2019 OC Fair.
2. The performances shall take place Saturday and Sunday from 1:00 p.m. to 4:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide the Baja Blues Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To waive venue merchandise split provided Contractor sells.
4. To provide promotion and advertising as part of the 2019 OC Fair collateral material.
5. To pay Contractor a total sum not to exceed NINE HUNDRED DOLLARS (\$900.00) upon satisfactory completion of work herein required on Sunday, August 4, 2019.

-End Exhibit A-

**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed NINE HUNDRED DOLLARS (\$900.00) upon satisfactory completion of work herein required on Sunday, August 4, 2019.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 4, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
*(For agreements up to \$9,999.99)*

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-068-19GE</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>DANIEL MAIKA HAMAMOTO</b>
---	---

2. The agreement term is from **07/31/19** through **08/04/19**

3. The maximum amount payable is \$ **2,000.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **2,000.00** *(Attach list if applicable.)*

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. *(Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)*  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

EXHIBITS *(Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)*

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits *(List)* **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>DANIEL MAIKA HAMAMOTO</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Danny Maika</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>8211 San Angelo Drive, Apt. L4, Huntington Beach, CA 92647 (714) 310-8222 info@dannymaika.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5780-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Danny Maika  
Name: Danny Maika  
Title: NA  
Phone number: (714) 310-8222

**CONTRACTOR AGREES:**

1. To provide the performer “Danny Maika,” on the Meadows Stage from July 31 – August 4 at the 2019 OC Fair.
2. The performances shall take place from 8:00 p.m. – 11:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide the Meadows Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To waive venue merchandise split provided Contractor sells.
4. To provide promotion and advertising as part of the 2019 OC Fair collateral material.
5. To pay Contractor a total sum not to exceed TWO THOUSAND DOLLARS (\$2,000.00) upon satisfactory completion of work herein required on Sunday, August 4, 2019.

**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed TWO THOUSAND DOLLARS (\$2,000.00) upon satisfactory completion of work herein required on Sunday, August 4, 2019.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 4, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
 (For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-069-19BB</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**Orange County Fair**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>FIREPAN MUSIC F/S/O SMITH</b>
---	---

2. The agreement term is from **07/31/19** through **08/04/19**

3. The maximum amount payable is \$ **3,250.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **3,250.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_




5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

- GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>FIREPAN MUSIC F/S/O SMITH</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michael Patrick Wallace</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS / PHONE / EMAIL <b>22851 Hickory Hills Ave., Lake Forest, CA 92630 (949) 215-0073 mike@firepanmusic.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5780-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Firepan Music f/s/o Smith  
Name: Michael Patrick Wallace  
Title: Owner  
Phone number: (949) 215-0073

**CONTRACTOR AGREES:**

1. To provide the performance group "Smith," on the Baja Blues Stage from July 31 through August 4 at the 2019 OC Fair.
2. The performances shall take place Wednesday through Sunday from 8:00 p.m. to 11:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide the Baja Blues Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To waive venue merchandise split provided Contractor sells.
4. To provide promotion and advertising as part of the 2019 OC Fair collateral material.
5. To pay Contractor a total sum not to exceed THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00) upon satisfactory completion of work herein required on Sunday, August 4, 2019.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00) upon satisfactory completion of work herein required on Sunday, August 4, 2019.

Payment will be made by 32nd District Agricultural Association, State of California-issued check. As an agency of the State of California, the venue is not permitted to provide performance deposits in advance of the performance date.

**Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 4, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.**

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

**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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- i. "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 Professions Code.
- ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

R *[Signature]* A *[Signature]* F *[Signature]*

AGREEMENT NUMBER <b>SA-071-19YR</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC Fair and Event Center**

CONTRACTOR'S NAME  
**KC LANDSCAPE DEVELOPMENT INC.**

2. The term of this **03/01/19** through **12/31/19** FED ID:  
 Agreement is:

3. The maximum amount **49,600.00**  
 of this Agreement is:

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 – <b>To provide landscape maintenance at the OC Fair and Event Center (32<sup>nd</sup> District Agricultural Association.) Additional Scope of Work continued on pages 2.</b> | Pages 2-3   |
| Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)  | Page 4      |
| Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)  | Pages 5-7   |
| 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)  | Pages 8-11  |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions  |             |
| Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)  | Pages 12-14 |

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.) <b>KC LANDSCAPE INC.</b>		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Charlie Cruz, President</b>		
ADDRESS <b>1605 N. Susan Street, Santa Ana, CA 927036          (657) 231-6250, email: <a href="mailto:Charlie@kclandscapeinc.com">Charlie@kclandscapeinc.com</a></b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Ken Karns, CFE, Vice President, Operations</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		



**EXHIBIT A – SCOPE OF WORK (CONT.)**

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Barbara Gregerson, Landscape Supervisor  
(714) 708-1586

KC Landscape Development Inc.  
Charlie Cruz, President  
(657) 231-6250

**CONTRACTOR AGREES:**

**Contractor to agree to provide the following services**

Scope of Work

1. **MAINTENANCE MANAGEMENT**  
**LAWN MAINTENANCE**

- Lawns shall be mowed and edged weekly; the height of the turf is determined by the type of turf and seasonal conditions.
- Lawns shall be fertilized 4 times a year with the appropriate fertilizer.
- Lawns that require aeration or de-thatching - Contractor will submit a proposal and upon written approval by owner, work will be scheduled.

**FLOWER BEDS, SHRUBS, AND GROUND COVER MAINTENANCE**

- All ground covers and shrubs areas shall be trimmed, edged, and weeded a minimum of once a month.
- Beds shall be weeded and cleaned of all debris regularly to maintain a neat and clean appearance.
- Shrubs shall be pruned regularly to contain their size in respect to species, size of planter and relative to surroundings, and to the best health of the plant.
- Shrub beds shall be fertilized at least two (2) times per year.

**TREE MAINTENANCE & MANAGEMENT**

- Minor tree pruning that does not exceed 15 ft. in height, such as removing branches that create obstructions or may damage structures, will be removed as needed.
- Contractor shall provide stakes and ties, when necessary, at an additional cost. All trees will be tied with appropriate materials in a manner allowing for movement. Contractor will inspect ties regularly and make appropriate adjustments.

**INTERGRATED PEST MANAGEMENT**

- General weed control in planters, edges, fences, tree wells, hardscape, and turf.
- Complete chemical fungus and insect control, including snail bait.
- Only pests directly detrimental to plant health will be treated under contract.
- Any pre-existing infestation and/or unforeseen infestation shall be controlled on a time and material basis, by separate proposal and upon written approval by the Landscape Supervisor, work will be scheduled.
- Contractor shall maintain a qualified applicators license with the State of California.

**IRRIGATION SYSTEM MAINTENANCE**

- All sprinkler heads shall be continually inspected for full coverage and adjustment to prevent overspray.
- Controllers and clocks shall be adjusted for seasonal change.
- Appropriate irrigation of all turf, shrubs, trees, flowerbeds, and slopes shall be assessed regularly for adequate watering.
- Should poor coverage of localized areas become evident, the Contractor will submit a proposal for remedy recommendation and upon written approval by Landscape Supervisor work will be scheduled.

**Fertilization**

- All landscaped areas shall be fertilized at least two times a year to keep landscape a healthy green color.
- Material will be used which is mutually agreed upon.
- All fertilizers will be part of the contract.



**Clean-up:**

- Contractor is to keep job site clean daily and upon project completion.
- Contractor shall sweep and blow all debris daily and upon project completion.
- Contractor will dump all green waste in the provided 40 yard dumpster on OCFEC grounds.
- Do not dispose of any construction material or project waste on OCFEC grounds or in OCFEC containers.
- Contractor is to keep all compound and chemicals out of storm drains & sewers.
- Contractor will protect ground surfaces from oil and other leaks that may come from service trucks.

**DISTRICT AGREES:**

1. Provide Contractor access to perform services.



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5305-20

**PAYMENT PROVISIONS:**

Payment will be made net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice submitted.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 4/2017**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color,



national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.





**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

R *[Signature]* A *[Signature]* F *[Signature]*

AGREEMENT NUMBER <b>SA-071-19YR</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC Fair and Event Center**

CONTRACTOR'S NAME  
**KC LANDSCAPE DEVELOPMENT INC.**

2. The term of this **03/01/19** through **12/31/19** **FED ID: 45-4044491**  
 Agreement is:

3. The maximum amount **49,600.00**  
 of this Agreement is:

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 – **To provide landscape maintenance at the OC Fair and Event Center (32<sup>nd</sup> District Agricultural Association.) Additional Scope of Work continued on pages 2.** Pages 2-3
- Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5-7
- Check mark one item below as Exhibit D:
  - Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8-11
  - Exhibit - D\* Special Terms and Conditions Pages 12-14
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12-14

*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.) <b>KC LANDSCAPE INC.</b>		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Charlie Cruz, President</b>		
ADDRESS <b>1605 N. Susan Street, Santa Ana, CA 927036 (657) 231-6250, email: <a href="mailto:Charlie@kclandscapeinc.com">Charlie@kclandscapeinc.com</a></b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Ken Karns, CFE, Vice President, Operations</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

STATE OF CALIFORNIA  
**SPONSORSHIP AGREEMENT**  
 (Rev 10/16)

*RMA AMF KK*

AGREEMENT NUMBER	
SA-072-19SP	A-

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

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**YMCA of ORANGE COUNTY**

2. The term of this Agreement is: **April 12, 2019 through April 14, 2019**

3. The amount of this Sponsorship Agreement is: **\$2,000 (CASH)**

Payment Terms:

- ONE TIME PAYMENT (*Lump sum*)     MONTHLY     QUARTERLY     ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions**

**Exhibit B – Sponsorship Agreement Terms and Conditions**

**Exhibit C – Insurance Requirements**

**Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(4/2017) – If not attached, view 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>SPONSOR/CONTRACTOR</b>		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME <b>YMCA of Orange County</b>		
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Chris Soden, Marketing Manager</b>		
ADDRESS <b>13821 Newport Avenue, Suite 200, Tustin, CA 92780</b>		<input checked="" type="checkbox"/> Exempt: Sponsorship
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>nd</sup> District Agricultural Association / Division of Fairs &amp; Expositions</b>		I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER  Date
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, V.P, Business Development</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

CONTRACTS MANAGER

Michele Richards, VP, Business Development



**EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS**

**Contract Representatives:**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Michele Richards, Vice President, Business Development**  
**(714) 708-1716**

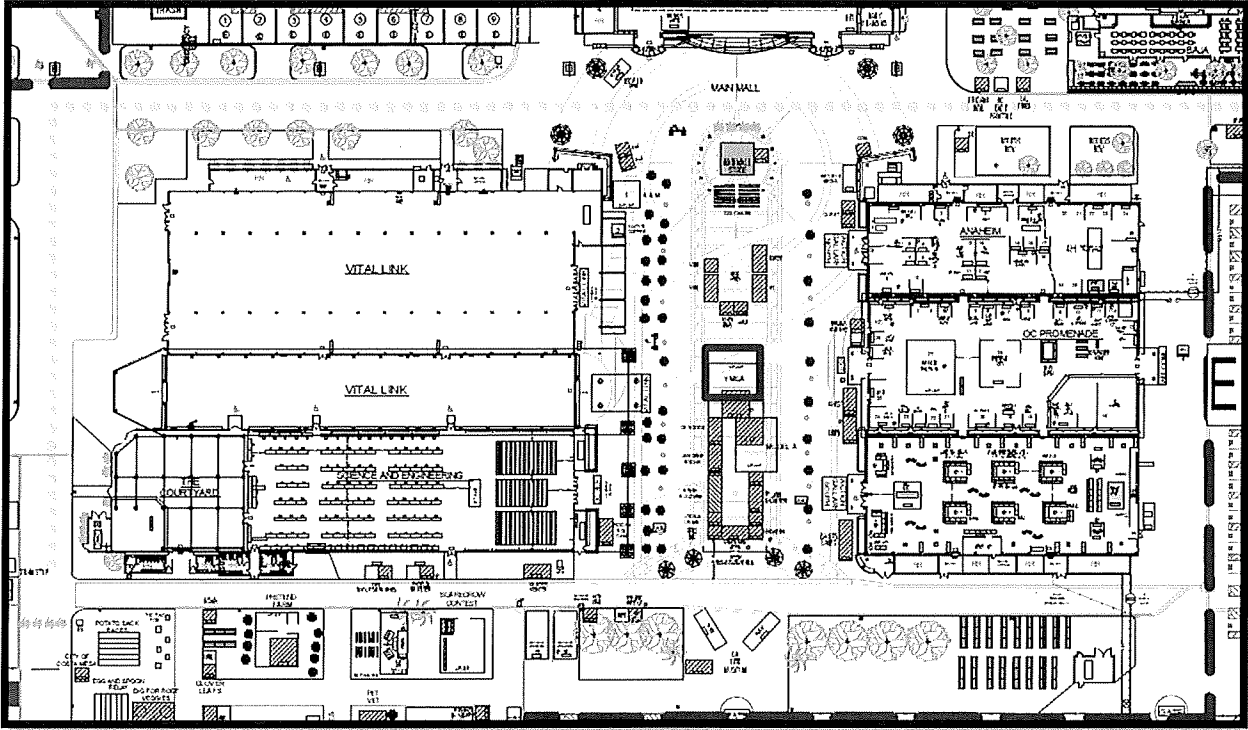
**YMCA of Orange County**  
**Chris Soden, Marketing Manager**  
**(714) 508-7647 ext. 1049**  
**Via: Kevin Hindenach/Tandem Partnerships**

**CONTRACTOR AGREES:**

1. To be a sponsor of the 2019 Imaginology event occurring April 12, 2019 – April 14, 2019.
2. To provide payment in the sum of TWO THOUSAND DOLLARS (\$2,000) to the District by April 5, 2019.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Sponsor, is not a registered sex offender per the Megan's Law registry.
6. That staff members must be in official YMCA Orange County branded uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. April 5, 2019.
8. To have its displays fully staffed by uniformed representatives during published operating hours: 9am – 3pm on April 12, and 10am – 5pm on April 13 and 14.
9. That mobile tours and other exhibitors may be near the designated spaces.
10. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
11. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such requests as made by the District prior to, during or following the 2019 Imaginology event.
12. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

**DISTRICT AGREES:**

1. To provide YMCA of Orange County with Sponsorship of the 2019 Imaginology Event.
2. To acknowledge Sponsor as a Sponsor of the 2019 Imaginology Event.
3. To provide Sponsor 1,600 sq. ft. (40' x 40') of space located in the Main Mall for activation (see spot marked map below).
4. To provide YMCA of Orange County opportunity to distribute promotional material at Imaginology
5. To include the YMCA of Orange County on-site presence as part of Imaginology scavenger hunt.
6. To include Sponsor logo:
  - a. On the 2019 Imaginology web site with a link to the Sponsor web site in the band of sponsors.
  - b. On the 2019 Imaginology on-site directional signage in the sponsor section.
  - c. On the 2019 Imaginology program/schedule in the sponsor section.
  - d. On 2019 Imaginology maps at the event in the sponsor section.
  - e. On 2019 Imaginology Information booths in the sponsor section.



- End Exhibit A -



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
  4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
  4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)





**EXHIBIT C – INSURANCE REQUIREMENTS**

**I. California Fair Services Authority  
5/2018**

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit C-



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforesaid space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

AGREEMENT NUMBER <b>SA-073-19YR</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
 CONTRACTOR'S NAME  
**FUSCOE ENGINEERING**
- The term of this Agreement is: **03/10/2019** through **12/31/2019** FED ID:
- The maximum amount of this Agreement is: **\$61,000.00**
- 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 – <b>Contractor to provide storm water study of the north side of the OC Fair &amp; Event Center. Additional Scope of Work on pages 2-3.</b>	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3-4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5-8
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)	Pages 9-12
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13-15
Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement)	Pages 16-17

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>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>FUSCOE ENGINEERING</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Howard Wen, CPSWQ, Project Manager</b>		
ADDRESS <b>16795 Von Karman, Suite 100, Irvine, CA 92606</b> Email: <a href="mailto:hw@fuscoe.com">hw@fuscoe.com</a> ; phone: 949-474-1960		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Jerry Eldridge, Director of Facility**  
**714-474-5983**

**Fuscoe Engineering**  
**Howard Wen, Project Manager**  
**email: : [hwen@fuscoe.com](mailto:hwen@fuscoe.com); phone: 949-474-1960**

1. The District reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

2. **Scope of Work:**

**Task 1. Research and Base Plan Preparation**

Research agency as-builts and existing condition. Update existing base files resulting from field walk and survey field shots, if different from as-built plans.

Survey not included as part of this task.

Fee \$6,500

**Task 2. Site Improvements**

Prepare final design for upstream improvement the help mitigate sediment of the Campground areas. A hydrology and hydraulic analysis will be required to determine storm water runoff and capacities of improvements needed. Design includes grading, street improvements, storm drain inlet design, construction details, construction notes and quantities. A low-flow diversion to the Arlington Bioswale is also to be included if deemed feasible. (Note: Task does not include construction administration, landscaping design, fees, processing and off-project analysis).

Fee \$37,000

**Task 3. Supplemental Topography**

Prepare Field Topography to supplement existing Topography of site specific locations such as edge conditions, locations and elevations of existing improvements and areas where proposed improvements join existing improvements. Grid of site to verify drainage patterns.

Hourly (\*Estimate) \$13,500

**Task 4. Design Project Coordination**

Provide management and coordination, including meetings with the client, agencies, and consultants. Assumes 20 hours for this task.

Hourly (\*Estimate) \$4,000

TOTAL FEE PROPOSAL \$61,000

**Reimbursables Budget (Est.) \$2,500**

**\*Not to exceed without prior authorization**



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-20

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted at the conclusion of each month in which services were rendered.

All invoices are to be itemized and contain the District's Purchase Order number 49004. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
 Attn: Accounts Payable  
 88 Fair Drive  
 Costa Mesa, CA 92626

**SUMMARY OF SCOPE OF WORK AND FEES**

<i>Task 1.</i>	<i>Research and Base Plan Preparation</i>	<i>Fee</i>	<i>\$6,500</i>
<i>Task 2.</i>	<i>Site Improvements</i>	<i>Fee</i>	<i>\$37,000</i>
<i>Task 3.</i>	<i>Supplemental Topography</i>	<i>Hourly (*Est.)</i>	<i>\$13,500</i>
<i>Task 4.</i>	<i>Design Project Coordination</i>	<i>Hourly (*Est.)</i>	<i>\$4,000</i>
		<b><i>TOTAL</i></b>	<b><i>\$61,000</i></b>

**2018-2019 RATE SCHEDULE**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal / Sr. Project Manager	\$230
Project Manager	\$198
Sr. Designer / Project Engineer / Sr. Water Resource Engineer	\$173
Designer / Engineer / Project Scientist / GIS Analyst	\$153
CADD / Engineering / Environmental Tech. / Graphics Tech.	\$125
Information Coordinator	\$ 87
1-Man Survey Crew	\$206
2-Man Survey Crew	\$299
3-Man Survey Crew	\$412





1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and client approved subcontractor services will be billed in addition to the above rates, with a 10% handling surcharge.
2. This rate schedule is subject to change due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement.
3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color,



national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)



20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-



**EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION**

**OC Fair & Event Center  
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Telephone : \_\_\_\_\_

Type of Company/Organization Contractor Consultant Concessionaire  
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if Needed: \_\_\_\_\_

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative’s Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



AGREEMENT NUMBER <b>SA-074-19YR</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**FUSCOE ENGINEERING**

2. The term of this Agreement is: **03/13/2019** through **12/31/2019** **FED ID:**

3. The maximum amount of this Agreement is: **\$18,000.00**

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 – **Contractor to provide storm water study of the Equestrian Facility at the OC Fair & Event Center. Additional Scope of Work on pages 2-3.** Pages 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3-4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5-8

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 9-12

Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 13-15

Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement) Pages 16-17

*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.**

**CONTRACTOR**

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

**FUSCOE ENGINEERING**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Howard Wen, CPSWQ, Project Manager**

ADDRESS

**16795 Von Karman, Suite 100, Irvine, CA 92606**

**Email: [hwen@fuscoe.com](mailto:hwen@fuscoe.com); phone: 949-474-1960**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, CFE, CMP, Chief Executive Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General Services Use Only**

Exempt per:



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Jerry Eldridge, Director of Facility**  
**714-474-5983**

**Fuscoe Engineering**  
**Howard Wen, Project Manager**  
**email: : [hwen@fuscoe.com](mailto:hwen@fuscoe.com); phone: 949-474-1960**

1. The District reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

2. **Scope of Work:**

Task 1. Research and Base Plan Preparation

Research agency as-builts and existing condition. Update existing base files resulting from field walk and survey field shots, if different from as-built plans.

Survey not included as part of this task.

Fee                    \$1,500

Task 2. Existing Sediment Basin Re-Design

Prepare plans for a drainage solution to the existing underperforming sediment basin near the Equestrian facility. Improvements are assumed to include grading, basin inlet modifications (as necessary), basin outlet modifications (as necessary), possible underground structure, access (as necessary), and fencing improvements (as necessary). Plan preparation includes construction notes, construction detailing, quantity take-offs. (Note: Task does not include construction administration, landscaping design, fees, processing and off-project analysis).

Fee                    \$13,000

Task 3. Supplemental Topography

Prepare Field Topography to supplement existing Topography of site specific locations such as edge conditions, locations and elevations of existing improvements and areas where proposed improvements join existing improvements. Grid of site to verify drainage patterns.

Hourly (\*Estimate)                    \$2,500





Task 4. Design Project Coordination

Provide management and coordination, including meetings with the client, agencies, and consultants. Assumes 5 hours for this task.

Hourly (\*Estimate)                      \$1,000

**Reimbursables Budget (Est.)**

**\$700**

**\*Not to exceed without prior authorization**

Fuscoe Engineering, Inc. will perform the services on a fixed fee basis, except where noted. Services rendered outside of the scope will be performed at prevailing hourly rates. Costs of reprographics, deliveries and out-of-pocket expenses are not included and will be considered reimbursable. A 10% surcharge will be added to the reimbursables to cover handling expenses.



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-20

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted at the conclusion of each month in which services were rendered.

All invoices are to be itemized and contain the District's Purchase Order number 48532. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
 Attn: Accounts Payable  
 88 Fair Drive  
 Costa Mesa, CA 92626

**SUMMARY OF SCOPE OF WORK AND FEES**

<i>Task 1.</i>	<i>Research and Base Plan Preparation</i>	<i>Fee</i>	<i>\$1,500</i>
<i>Task 2.</i>	<i>Existing Sediment Basin Re-Design</i>	<i>Fee</i>	<i>\$13,000</i>
<i>Task 3.</i>	<i>Supplemental Topography</i>	<i>Hourly (*Est.)</i>	<i>\$2,500</i>
<i>Task 4.</i>	<i>Design Project Coordination</i>	<i>Hourly (*Est.)</i>	<i>\$1,000</i>
		<i>TOTAL</i>	<i>\$18,000</i>

**2018-2019 RATE SCHEDULE**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal / Sr. Project Manager	\$230
Project Manager	\$198
Sr. Designer / Project Engineer / Sr. Water Resource Engineer	\$173
Designer / Engineer / Project Scientist / GIS Analyst	\$153
CADD / Engineering / Environmental Tech. / Graphics Tech.	\$125
Information Coordinator	\$ 87
1-Man Survey Crew	\$206
2-Man Survey Crew	\$299
3-Man Survey Crew	\$412



1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and client approved subcontractor services will be billed in addition to the above rates, with a 10% handling surcharge.
2. This rate schedule is subject to change due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement.
3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color,



national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)



20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-



**EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION**

**OC Fair & Event Center  
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Telephone : \_\_\_\_\_

Type of Company/Organization Contractor Consultant Concessionaire  
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if Needed: \_\_\_\_\_

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative’s Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date





STATE OF CALIFORNIA  
**SPONSORSHIP AGREEMENT**  
 (Rev 10/16)

*R. Man A. Man F. KK*

AGREEMENT NUMBER	
<b>SA-081-19SP</b>	<b>A-</b>

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

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**EVOLVE CONCEPTS, INC./BEECH-NUT**

2. The term of this Agreement is: **July 17, 2019 – July 18, 2019**

3. The amount of this Sponsorship Agreement is: **CASH \$5,000.00**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*)     MONTHLY     QUARTERLY     ITEMIZED INVOICE

OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions**

**Exhibit B – Sponsorship Agreement Terms and Conditions**

**Exhibit C – Insurance Requirements**

**Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(4/2017) – If not attached, view 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.**

**SPONSOR/CONTRACTOR**

SPONSOR/CONTRACTOR'S NAME

**Evolve Concepts, Inc./Beech Nut**

BY (*Authorized Signature*)

*[Signature]*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Mike Cadena**

ADDRESS

**4360 Conifer Court, Union Grove, WI 53182**

Exempt: Sponsorship

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>nd</sup> District Agricultural Association/Division of Fairs & Expositions**

BY (*Authorized Signature*)

*[Signature]*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, V.P, Business Development**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*  
 SIGNATURE OF STATE ACCOUNTING OFFICER

*[Signature]*

Date

CONTRACTS MANAGER

Michele Richards, VP, Business Development



**EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS**

**Contract Representatives:**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Michele Richards, Vice President, Business Development**  
**(714) 708-1716**

**Evolve Concepts Inc./Beech-Nut**  
**Mike Cadena**  
**(404) 510-5590, email: mike@evolveconceptsinc.com**

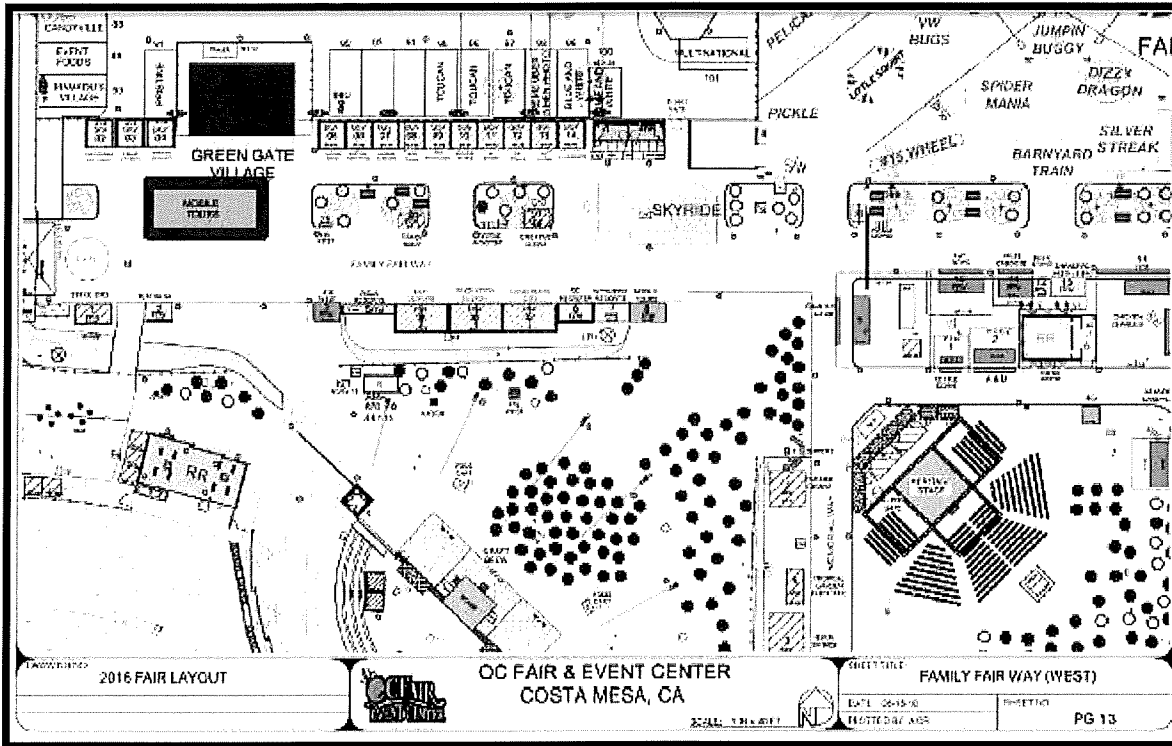
**CONTRACTOR AGREES:**

1. **That space shall be used for the following purpose only:** Promotion and sampling of Beech-Nut Baby Food on July 17 through July 18, 2019.
2. To provide payment in the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,000) as a space fee, due and payable upon execution of this agreement. Payment in full must be received no later than July 1, 2019.
3. Payments shall be remitted to the following address:

**OC Fair & Event Center**  
**Attn: Accounts Receivable**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**
4. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials, and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
  - a. No staff member will promote brand outside of designated space(s).
7. Sponsor will provide a list of staff working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. on July 10, 2019. Tandem will deliver the appropriate number of single-day working credentials to Sponsor's display prior to activation days.
8. To have its displays fully staffed by uniformed representatives:
  - a. By 10:30 a.m. and open to the public from 11:00 a.m. to at least 11:00 p.m. on July 17, and July 18, 2019 at the 2019 OC Fair.
9. That other mobile tours and exhibitors may be near the designated spaces.
10. To abide by the rules and regulations included in the 2019 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during, or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Sponsor, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set forth by these organizations.
12. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such requests as made by the District prior to, during, or following the 2019 OC Fair.

**DISTRICT AGREES:**

1. To provide a 20' x 20' space located at the designated mobile marketing space inside of Green Gate at the 2019 OC Fair (see spot-marked map below) on July 17, through July 18, 2019.
2. To provide a mutually agreed number of Admission Credentials and Staff Parking Passes for Sponsor staff assigned to the Mobile Marketing Tour in the form of single-day working credentials.
3. To provide electricity up to 50 amps (each additional amp will be at a \$4.00 charge per amp).



- End Exhibit A -



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
  4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
  4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)



## EXHIBIT C – 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, 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 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 #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence 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 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 obligation 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

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; 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.





**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforestated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

AGREEMENT NUMBER <b>SA-083-19GE</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**DRAGON KNIGHTS, INC.**

2. The term of this Agreement is: **07/12/19** through **08/11/19** **FED ID:**

3. The maximum amount of this Agreement is: **\$58,175.00**

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 – **To provide “Dragon Knights Stilt Theater” at the 2019 OC Fair.** Pages 1 – 2  
**See Page 2 for additional details.**

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 7

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12 – 14

*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.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)  
**DRAGON KNIGHTS, INC.**

BY (Authorized Signature) 	DATE SIGNED (Do not type)
--	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Lili Noden, President**

ADDRESS  
**P.O. Box 232722, Encinitas, CA 92023-2722  
 (760) 635-2980**

**STATE OF CALIFORNIA**

AGENCY NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature) 	DATE SIGNED (Do not type)
--	---------------------------

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
 Ken Karns, Vice President, Operations**

ADDRESS  
**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General Services Use Only**

Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32nd District Agriculture Association  
Name: Jeff Willson  
Title: Entertainment Supervisor  
Phone number: (714) 708-1878

Dragon Knights, Inc.  
Name: Lili Noden  
Title: President  
Phone number: (760) 635-2980

**CONTRACTOR AGREES:**

1. To provide the entertainment troupe, "Dragon Knights Stilt Theater," from July 12 – August 11 at the 2019 OC Fair.
2. The troupe shall consist of a mutually agreed upon rotating mix of characters, including, but not limited to, stilt puppets, stilt dancers, stilt birds and potential new characters such as the eagle and pneumatic birds.
3. To provide five (5) performers who shall stroll the grounds of the OC Fair daily (except Mondays and Tuesdays).
4. To provide an additional two (2) performers with a specialty act on each Saturday and Sunday of the OC Fair: 7/12, 7/14, 7/20, 7/21, 7/27, 7/28, 8/3, 8/4, 8/10 and 8/11.
5. To provide a minimum of three (3) 45-minute performances each day. At least one (1) performance each day will be a character "parade" to include all performers.
6. Performance times shall be determined by mutual agreement of Contractor and the District. However, one (1) predetermined date and time shall be the morning of Friday, July 12. All characters shall convene at the Blue Gate entrance at approximately 11:40 a.m., greet crowd outside the gates, return inside the gates by 11:55 a.m., and then greet guests inside the gates.
7. To cover all expenses and provide all props.
8. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
9. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
10. The OC Fair is a smoke, vape and cannabis-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
12. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide labor to assist in the movement of props and equipment, as determined necessary by the District.
2. To provide unsupervised storage location for equipment, as necessary.
3. To provide non-exclusive dressing/break area, which shall include bottled water and towels.
4. To provide all necessary credentials, parking passes and photo identification.
5. To provide performance areas.
6. To pay Contractor a total sum not to exceed FIFTY EIGHT THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS (\$58,175.00) upon satisfactory completion of work herein required on Sunday, August 11, 2019.



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed FIFTY EIGHT THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS (\$58,175.00) upon satisfactory completion of work herein required on Sunday, August 11, 2019.

***Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, August 11, 2019, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.***

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

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 of 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 officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

i. "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 Professions Code.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

ii "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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)





**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (IF APPLICABLE BASED OFF THE SCOPE OF WORK)**

**CCC-04/2017 CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:**

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 Sweatfree 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 of \$100,000 or more, 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. 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 Employees (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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**Former State Employees (Pub. Contract Code §10411):**

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an agreement, authorizing execution of the agreement.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### 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, 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 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 #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence 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 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.



**EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)**

**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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.



**EXHIBIT F – INSURANCE REQUIREMENTS (CONT.)**

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; 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.

-End Exhibit E-



**SHORT FORM CONTRACT**

STD. 210 (Revised 6/2003)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

CONTRACT NUMBER <b>SA-084-1910</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
SUBMIT INVOICE TO:

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED 4/ CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**SOUTH COAST WEAVERS AND SPINNERS**2. The agreement term is from **04/12/19** through **04/12/19**3. The maximum amount payable is \$ **- 0 -** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **- 0 -**

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.

 ADDITIONAL PAGES ATTACHEDExhibit A – Scope of Work – **Weaving and Spinning Exhibit for 2019 OC Fair Imaginology**




Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*) GTC\*SF **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language) Other Exhibits (*List*) **CCC-4/17 and Insurance Requirements attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME			
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<b>SOUTH COAST WEAVERS AND SPINNERS</b>			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
					
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
<b>Michele Richards, Vice President, Bus. Development</b>		<b>Susan Upson</b>			
ADDRESS		ADDRESS			
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		<b>28 Queens Wreath Way, Irvine, CA 92612</b> <b>(714) 335-6102 email: Mupson45@gmail.com</b>			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<b>N/A</b>	<b>N/A</b>				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED
					



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES**

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

SOUTH COAST WEAVERS AND SPINNERS  
Susan Upson  
(714) 335-6102 email: Mupson45@gmail.com

**CONTRACTOR AGREES:**

- A. To provide a weaving and spinning exhibit on Friday, April 12, 2019 at the OC Fair & Event Center Centennial Farm for 2019 OC Fair Imaginology.
- B. To set-up the display on Friday, April 12, between the hours of 7:00 a.m. - 8:00 a.m.
- C. To remove the display no earlier than Friday, April 12, after 3:00 p.m. Contractor must receive approval from the District prior to tearing down display.
- D. Vehicles will not be allowed to enter the event grounds after 8:00 a.m. each day of the event.
- E. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas.
- F. To staff the display during the following hours:
  - Friday, April 13: 9:00 a.m. – 3:00 p.m.
- G. To maintain the display while in exhibition at OC Fair Imaginology. Maintenance to include signage, educational materials and all necessary cleaning.
- H. To process staff/volunteers through Megan's Law Screening & Certification.
- I. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**STATE AGREES:**

- A. To provide one (1) 20'x20' exhibit space. To provide table(s) and chair(s), as necessary.
- B. To allow Contractor to sell handmade woven-related items. All items must be pre-approved by the District.
- C. To provide parking passes, as necessary.
- D. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

Not Applicable.

**PAYMENT PROVISIONS:**

Not Applicable.

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC 04/2017**

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

R W A AA F mak

CONTRACT NUMBER <b>SA-085-1910</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
 SUBMIT INVOICE TO:

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District. <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the Contractor. <b>CA RARE FRUIT GROWERS</b>
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2. The agreement term is from 04/13/19 through 04/14/19

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ - 0 -

4. Payment Terms (*Note: All payments are in arrears.*)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Fruit Display at the 2019 OC Fair Imaginology**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)

GTC\*SF 4/17  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>CA Rare Fruit Growers</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Martha Haber, Chairman</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>3059 Shadypark Drive, Long Beach, CA 90808 (562) 421-0089, email: mbretthaber@yahoo.com</b>			
FUND TITLE <b>N/A</b>	ITEM <b>N/A</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES**

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

CA Rare Fruit Growers  
Elke Kuhl, Chairman  
(714) 478-0698

**CONTRACTOR AGREES:**

- A. To provide a rare fruit display at the 2019 OC Imaginology in Centennial Farm to educate the public.
- B. To provide a seed planting activity and to provide all supplies except potting soil. To set-up the display April 13 between the hours of 7:00 a.m. and 10:00 a.m.
- C. To staff the display during the following hours:  
Saturday, April 13<sup>th</sup>, 10:00 a.m.-5:00 p.m.  
Sunday, April 14<sup>th</sup>, 10:00 a.m. – 5p.m.
- D. Vehicles will not be allowed to enter the event grounds after 9:00 a.m. on Saturday.
- E. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas.
- F. To process volunteers through Megan's Law Screening & Certification.
- G. To maintain the display throughout Imaginology. Maintenance to include signage, educational materials and all necessary cleaning.
- H. To remove the display on Sunday, April 14<sup>th</sup> after 5:00 p.m.
- I. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- J. The District reserves the right to terminate any contract, at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
- K. To provide proof of insurance.

**DISTRICT AGREES:**

- A. To provide exhibit space in the CA Rare Fruit Growers Gazebo at no cost to the Contractor, table(s) and chair(s).
- B. To provide potting soil for the Contractor to provide a seed planting activity.
- C. To provide necessary parking passes for the Contractor.

-End Exhibit A-





**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

Not Applicable.

**PAYMENT PROVISIONS:**

Not Applicable.

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA  
**SPONSORSHIP AGREEMENT**  
(Rev 10/16)

*R. M. A. M. A. E. K.*

AGREEMENT NUMBER <b>SA-086-19SP</b>	<b>A-</b>
--	-----------

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

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**CELEBRATION FESTIVALS**

2. The term of this Agreement is: **April 12, 2019 through April 14, 2019**

3. The amount of this Sponsorship Agreement is: **\$1,000.00 (CASH)**

Payment Terms:

- ONE TIME PAYMENT (*Lump sum*)     MONTHLY     QUARTERLY     ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions**

**Exhibit B – Sponsorship Agreement Terms and Conditions**

**Exhibit C – Insurance Requirements**

**Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(4/17) – If not attached, view 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.

SPONSOR/CONTRACTOR		California State Use Only	
SPONSOR/CONTRACTOR'S NAME <b>CELEBRATION FESTIVAL</b>		<input checked="" type="checkbox"/> Exempt: Sponsorship	
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Tony Guadagno</b>			
ADDRESS <b>5267 Warner, Huntington Beach, CA</b>			
STATE OF CALIFORNIA		<input type="checkbox"/> I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER  Date	
AGENCY NAME <b>32<sup>nd</sup> District Agricultural Association / Division of Fairs &amp; Expositions</b>			
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, V.P, Business Development</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>			

CONTRACTS MANAGER

Michele Richards, VP, Business Development



**EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS**

**Contract Representatives:**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Michele Richards, Vice President, Business Development**  
**(714) 708-1716**

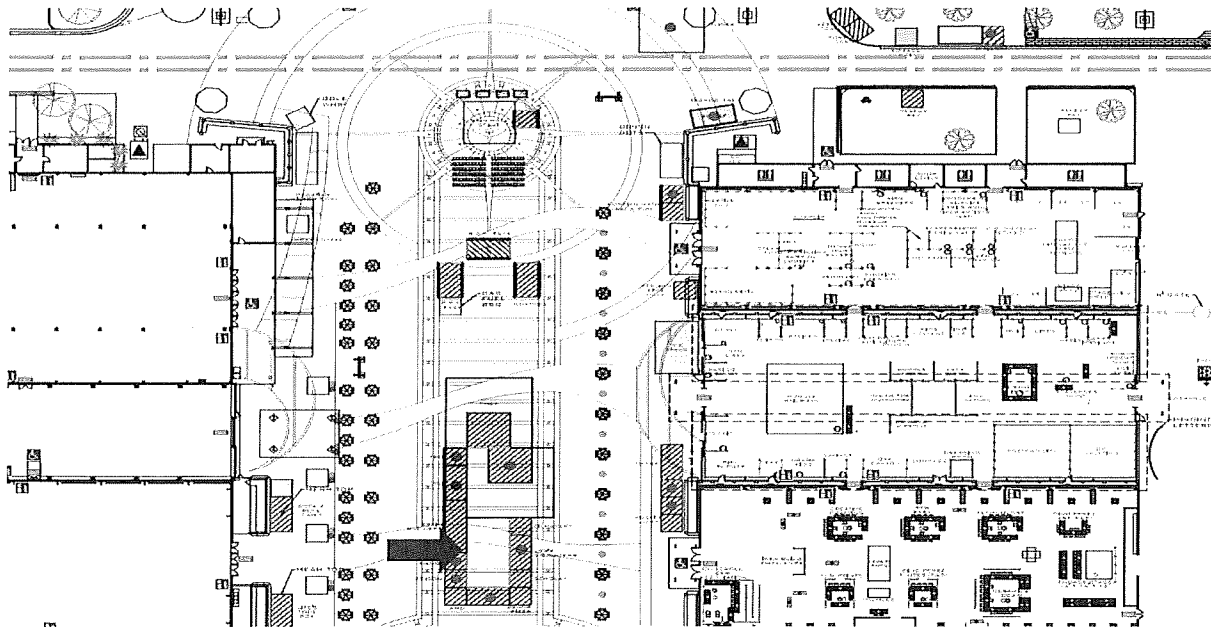
**Celebration Festivals**  
**Tony Guadagno**  
**Via: Lila Sadeghi/Tandem Partnerships**

**CONTRACTOR AGREES:**

1. Celebration Festivals to be a sponsor of the 2019 Imaginology event occurring April 12, 2019 – April 14, 2019.
2. To make payment of ONE THOUSAND (\$1,000) to the OC Fair & Event Center by March 14, 2019.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein (pending deadlines).
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
  - a. All staff should be in Winter Fest company uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 PM, March 29, 2019.
8. To have its displays fully staffed by uniformed representatives:
  - a. By 8:30 a.m. and open to the public from 9:00 a.m. until at least 3:00 p.m. on Friday April 12, 2019 and by 9:30 a.m. and open to the public from 10:00 a.m. until at least 5:00 pm on Saturday, April 13th and Sunday, April 14th, 2019.
9. That mobile tour and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2019 Imaginology event.

**DISTRICT AGREES:**

1. To provide Celebration Festivals with Sponsorship of the 2019 Imaginology Event.
2. To acknowledge Sponsor as a Sponsor of the 2019 Imaginology Event.
3. To provide Sponsor one (1) 10' x 10' space located in the Main Mall for Friday through Sunday April 12th – 14th, 2019. (see space marked map below)
4. To include Sponsor logo:
  - a. On the 2019 Imaginology web site with a link to the Sponsor web site (pending deadlines).
5. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.



-End Exhibit A-



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.





**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
  4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
  4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

-End Exhibit B-



## EXHIBIT C – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.



**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit C-



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA  
**SPONSORSHIP AGREEMENT**  
 (Rev 10/16)

*R. M. ... A. M. ...*

AGREEMENT NUMBER	
<b>SA-089-19SP</b>	<b>A-</b>

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

STATE AGENCY'S NAME  
**32<sup>nd</sup> District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME  
**EXPERIAN**

2. The term of this Agreement is: **Upon Execution through August 11, 2019**

3. The amount of this Sponsorship Agreement is: **\$40,000.00 (TRADE)**

Payment Terms:  
 ONE TIME PAYMENT (*Lump sum*)     MONTHLY     QUARTERLY     ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions**  
**Exhibit B – Sponsorship Agreement Terms and Conditions**  
**Exhibit C – Insurance Requirements**  
**Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states "you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange.")**

\*GTC(4/17) – If not attached, view 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>SPONSOR/CONTRACTOR</b>		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME <b>EXPERIAN</b>		
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Russell Tieman, VP of Facilities &amp; Administration</b>		
ADDRESS <b>475 Anton Blvd., Costa Mesa, CA 92626</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>nd</sup> District Agricultural Association / Division of Fairs &amp; Expositions</b>		<input checked="" type="checkbox"/> Exempt: Sponsorship  <i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i> SIGNATURE OF STATE ACCOUNTING OFFICER  Date
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, V.P, Business Development</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		
<input type="checkbox"/> CONTRACTS MANAGER <span style="float: right;"><input type="checkbox"/> Michele Richards, VP, Business Development</span>		





**EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS**

**Contract Representatives:**

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Michele Richards, Vice President, Business Development  
(714) 708-1716

Experian  
Russell Tieman, VP of Facilities & Administration  
Via: Scott Bruno

**CONTRACTOR AGREES:**

1. To provide 1,365 parking spaces in the Experian parking structure for complimentary parking and shuttle services offered to 2019 OC Fair patrons. The parking structure will be available from 10:00 a.m. to midnight each Saturday and Sunday of the 2019 OC Fair. Trade value is \$40,000 based on approximately 1,600 cars parked per Saturday/Sunday of the OC Fair at \$5.00 per space.
2. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
3. To allow mutually agreeable signage to be attached to the Experian side of the parking structure to promote the site for parking and shuttle service on Saturday and Sunday during the term of the contract.
4. To provide security from 10:00 a.m. to 1:00 a.m. on Saturdays and Sundays of the 2019 OC Fair (see item #14 for reimbursement details).

**DISTRICT AGREES:**

1. To include sponsor logo in all applicable 2019 OC Fair print advertising
2. To include sponsor logo in all applicable 2019 OC Fair collateral.
3. To include Experian name in 2019 press release boilerplate where applicable regarding Saturday & Sunday shuttle services.
4. To include sponsor logo on the 2019 OC Fair website with a link to Experian website.
5. To provide signage on South side of Experian parking structure to direct patrons to Experian parking structure during the Term.
6. To provide A-frame "Welcome" 18x24 dual-sided signage to be setup Saturday mornings in the front of the Experian parking structure and taken down Sunday evenings during term of contract (by the District's parking department).
7. To provide portable toilets on the premises for patrons waiting for the shuttle during the Term (provided by the District's parking department).
8. To provide a sweeper to pick up and sweep trash, clear trash around benches and empty garbage cans every Saturday and Sunday evening during the Term (provided by the District's operations department).
9. That all references to Sponsor shall be approved by Sponsor prior to their use and that use of the Sponsor logo will comply with Sponsor's use guidelines.
  - a. Copy to read as follows: "Free parking & shuttle service available on Saturdays and Sundays from the Experian parking structure located off the Bristol exit of the 405 freeway".
10. To fully reimburse Sponsor for all labor costs associated with the agreed upon staff for the parking structure during the 2019 OC Fair. The District shall reimburse Sponsor within 30 days following an invoice detailing the amount of hours worked.
  - a. Estimated cost for security services: 280 hours x \$31.00 per hour = \$8,680.00
11. To provide the following hospitality benefits which will be used for fundraising opportunities to benefit Children's Hospital of Orange County and the Susan G. Komen Foundation:
  - a. 200 2019 OC Fair admission tickets
  - b. 100 2019 OC Fair parking passes
  - c. 200 Carnival Ride Cards (three [3] rides per card)
  - d. Two (2) tickets to each Pacific Amphitheatre Concert (forty-six [46] total tickets) from house seats selection.



- e. 30 tickets to Hangar Building Entertainment
- f. 30 tickets to Action Sports Arena Entertainment

**End of Exhibit A**



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
  4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
  4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)



## EXHIBIT C – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.



**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit C-





**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA  
**SPONSORSHIP AGREEMENT**  
 (Rev 10/16)

*R. Richards*

AGREEMENT NUMBER	A-
<b>SA-092-19SP</b>	

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

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**OC PROFESSIONAL SOCCER LLC**

2. The term of this Agreement is: **April 12, 2019 through April 14, 2019**

3. The amount of this Sponsorship Agreement is: **\$2,000.00 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*)     MONTHLY     QUARTERLY     ITEMIZED INVOICE

OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions**

**Exhibit B – Sponsorship Agreement Terms and Conditions**

**Exhibit C – Insurance Requirements**

**Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(4/17) – If not attached, view 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>SPONSOR/CONTRACTOR</b>		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME <b>OC PROFESSIONAL SOCCER LLC</b>		
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Oliver Wyss, General Manager</b>		
ADDRESS <b>20 Fairbanks, Suite 181, Irvine, CA 92618</b>		
<b>STATE OF CALIFORNIA</b>		<input checked="" type="checkbox"/> Exempt: Sponsorship
AGENCY NAME <b>32<sup>nd</sup> District Agricultural Association / Division of Fairs &amp; Expositions</b>		<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i> SIGNATURE OF STATE ACCOUNTING OFFICER   Date
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, V.P, Business Development</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

CONTRACTS MANAGER

Michele Richards, VP, Business Development



**EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS**

**Contract Representatives:**

32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Michele Richards, Vice President, Business Development  
(714) 708-1716

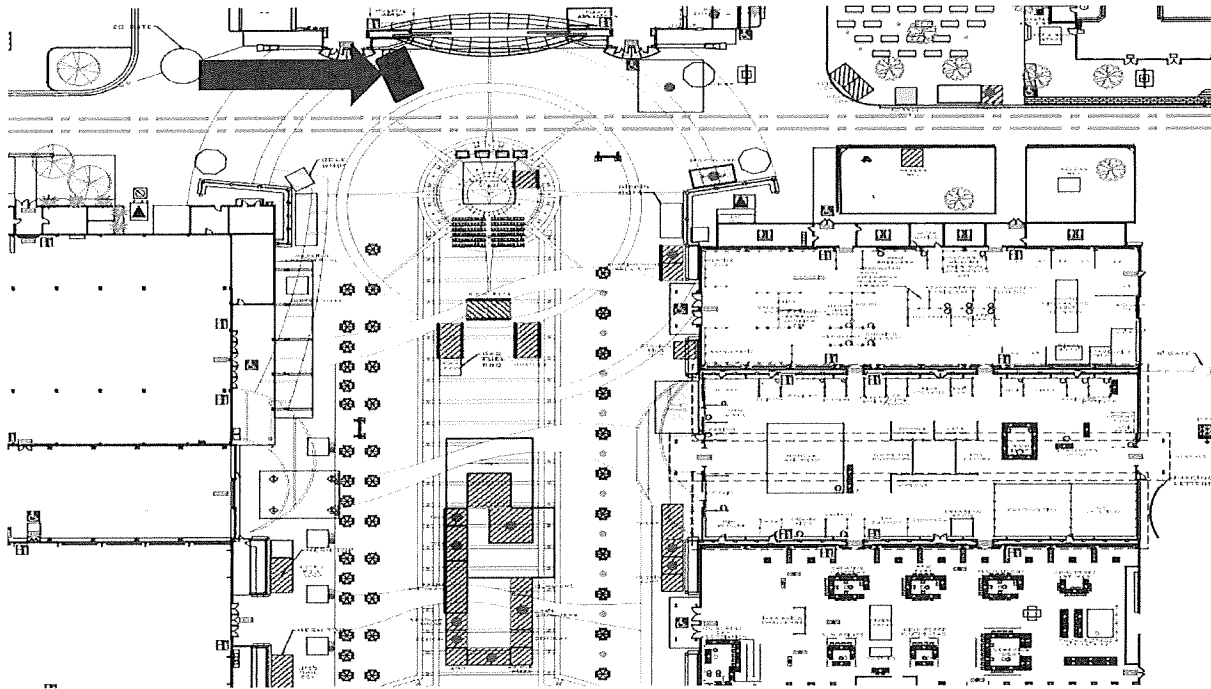
OC Professional Soccer LLC  
Oliver Wyss, General Manager  
Via: Lila Sadeghi/Tandem Partnerships

**CONTRACTOR AGREES:**

1. OC Professional Soccer Club LLC to be a sponsor of the 2019 Imaginology event occurring April 12, 2019 – April 14, 2019.
2. To make payment of TWO THOUSAND (\$2,000) to the OC Fair & Event Center by March 14, 2019.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein (pending deadlines).
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
  - a. All staff should be in OC Soccer Club company uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 PM, March 29, 2019.
8. To have its displays fully staffed by uniformed representatives:
  - a. By 8:30 a.m. and open to the public from 9:00 a.m. until at least 3:00 p.m. on Friday April 12, 2019 and by 9:30 a.m. and open to the public from 10:00 a.m. until at least 5:00 pm on Saturday, April 13th and Sunday, April 14th, 2019.
9. That mobile tour and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2019 Imaginology event.

**DISTRICT AGREES:**

1. To provide OC Professional Soccer Club LLC with Sponsorship of the 2019 Imaginology Event.
2. To acknowledge Sponsor as a Sponsor of the 2019 Imaginology Event.
3. To provide Sponsor one (1) 10' x 20' space located in the Main Mall for Friday through Sunday April 12th – 14th, 2019. (see space marked map below)
4. To include Sponsor logo:
  - a. On the 2019 Imaginology web site with a link to the Sponsor web site (pending deadlines).
5. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.



-End Exhibit A-



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
  4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
  4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

-End Exhibit B-





**EXHIBIT C – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.



**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit C-



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforesaid space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

CONTRACT NUMBER <b>SA-094-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

SUBMIT INVOICE TO:

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>ALLEN MESICK</b>
---	--

2. The agreement term is from **08/06/2019** through **08/12/2019**

3. The maximum amount payable is \$ **\$4,000.00** pursuant to the following charges:

Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **\$4,000.00**

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_




5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Educational Fiber Exhibit and Display at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)

GTC **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>ALLEN MESICK</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Allen Mesick</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>33995 Black Mountain Road, Tollhouse, CA 93667 (559) 696-8751, email: allenwestbound854@gmail.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5100-62</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

ALLEN MESICK  
Allen Mesick  
(559) 696-8751

**CONTRACTOR AGREES:**

1. To provide educational Fiber-related exhibit and display in the Livestock area from August 7 - August 11 for the 2019 OC Fair.
2. To participate in the Animal Welfare meeting on Wednesday, July 10, 2019 at 11:30 a.m. in the Livestock Department Office. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.
3. To provide TWO (2) Angora goats, TWO (2) sheep used for wool, TWO (2) alpacas and TWENTY FOUR (24) different breeds of rabbits to be used for display.
4. To set up the exhibit on Tuesday, August 6, 2019 at a time to be determined by the District.
5. To staff the exhibit during all hours of operation, including, but not limited to:
  - Wednesdays through Fridays, from 12:00 p.m. - 11:00 p.m.
  - Saturdays and Sundays, from 11:00 a.m. - 11:00 p.m.
6. To supply tools, equipment and/or tack necessary to maintain exhibit, including daily cleaning, feeding, providing fresh water and monitoring of animals.
7. To provide information to the District for educational signage.
8. To remove the exhibit and all display materials by Monday, August 12, 2019, at a time to be arranged with the District. Contractor must receive approval from the District prior to teardown.
9. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.
10. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.
11. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
12. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.



**DISTRICT AGREES:**

1. To provide exhibit space in the Livestock area.
2. To provide pens and cages for animals to be housed in, exact size to be determined by the District.
3. To provide signage with Contractor's name, contact information and educational material.
4. To provide feed (alfalfa hay) and bedding for animals on display.
5. To provide necessary admission credentials and parking passes to Contractor.
6. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
7. To pay Contractor a total sum not to exceed FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of services required herein. Payment will be made Net 10 and delivered via US Mail.

-End Exhibit A-





**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-62

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of services herein required.

Payment will be made Net 10 and delivered via US Mail upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
18. **UNENFORCEABLE PROVISION:** In the event that any provision 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.
19. **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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:** 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

**SHORT FORM CONTRACT**  
 (For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-096-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number. SUBMIT INVOICE IN TRIPLICATE TO:

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **District**.  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME, hereafter called the **Contractor**.  
**SCOTT VERNON**

2. The agreement term is from **07/20/19** through **07/20/19**

3. The maximum amount payable is \$ **1,600.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **1,600.00** (Attach list if applicable.)

4. Payment Terms (*Note: All payments are in arrears.*)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Auctioneer Services for Junior Livestock Auction at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)

GTC\* **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (*List*) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME ( <i>If other than an individual, state whether a corporation, partnership, etc.</i> ) <b>SCOTT VERNON</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Scott Vernon, Auctioneer</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>428 Violet Ave., Nipomo, CA 93444</b> <b>Cell: 805-459-2300; email: Jsvspeaking-success@yahoo.com</b>			
FUND TITLE <b>Livestock</b>	ITEM <b>5100-82</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

SCOTT VERNON  
(805) 459-2300

**CONTRACTOR AGREES:**

- A. To provide auctioneer services for the Junior Livestock Auction on Saturday, July 20, 2019 for the 2019 OC Fair.
- B. To provide 1 (one) assistant.
- C. Services shall be performed from 9:00 a.m. to approximately 6:00 p.m.
- D. Payment is inclusive of all services rendered as well as all travel, including hotel accommodation, and meal expenses incurred during the term of the Agreement.
- E. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- F. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide necessary admission and parking credentials to Contractor.
- B. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
- C. To pay Contractor a total amount not to exceed ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via US Mail.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-82

**PAYMENT PROVISIONS:**

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-



## EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and





**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such

other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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.



## DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)

- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

##### 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-



STATE OF CALIFORNIA  
**SHORT FORM CONTRACT**  
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-097-19GE</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> .	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> .
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	<b>CALIFORNIA RABBIT AND CAVY SHOWS, INC.</b>

2. The agreement term is from 08/04/2019 through 08/04/2019

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ - 0 -

4. Payment Terms (*Note: All payments are in arrears.*)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Double Open Rabbit, Youth Rabbit & Open Cavy Show for the 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)

GTC\*SF 4/17  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) CCC-307 and Insurance Requirements attached hereto as part of this agreement.

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME		CONTRACTOR'S NAME			
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<b>CALIFORNIA RABBIT AND CAVY SHOWS, INC.</b>			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
<b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		<b>Allen Mesick</b>			
ADDRESS		ADDRESS			
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		<b>33995 Black Mountain Road, Tollhouse, CA 93667 (559) 696-8751, Email: allenwestbound854@gmail.com</b>			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

CALIFORNIA RABBIT AND CAVY SHOWS, INC.  
ALLEN MESICK  
(559) 696-8751

**CONTRACTOR AGREES:**

1. To host additional rabbit and cavy shows in tandem with the OC Fair rabbit & cavy shows on Sunday, August 4, 2019.
2. To check-in exhibitors between 6:45 – 8:30 a.m.
3. To break all classes and create the judging schedule by 3:00 p.m. on Saturday, August 3, 2019 for both shows.
4. To fill out ARBA and ACBA leg paperwork for both shows by the set ARBA and ACBA deadline.
5. To allow OC Fair staff to review any promotional material for the shows.
6. To provide the District proof of insurance.
7. To provide professional, customer friendly service and adhere to the District's Standard of Conduct Policies.
8. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
9. The State reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

**DISTRICT AGREES:**

1. To provide necessary admission and parking credentials to Contractor and assistants.
2. All supplies related to judging including judging tables, judging cages, scale, scorecards, entry paperwork, sound system and show clerks.
3. To allow the Contractor to collect a \$3.50 entry fee per rabbit or cavy entered in the CRCS Show. All entry fees collected will be retained by CRCS.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

Not Applicable.

**PAYMENT PROVISIONS:**

Not Applicable.

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 18. **UNENFORCEABLE PROVISION:** In the event that any provision 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.
- 19. **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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:** 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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; \$2,000,000 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA  
**SHORT FORM CONTRACT**  
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-098-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE TO:**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>CAROL MANN</b>
---	--

2. The agreement term is from 07/26/2019 through 07/27/2019

3. The maximum amount payable is \$ - 0 - pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ - 0 -

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Double Open Dairy Goat Show for the 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)  
 GTC\*SF **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>CAROL MANN</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Carol Mann</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>3141 English Road, Chino Hills, CA 91709 (951) 203-0403, Email: manmaid@aol.com</b>			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*

SIGNATURE OF ACCOUNTING OFFICER DATE SIGNED \_\_\_\_\_



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

CAROL MANN  
Carol Mann  
(951) 203-0403

**CONTRACTOR AGREES:**

1. To host an open dairy goat show in tandem to the OC Fair open dairy goat shows in the Livestock Show Ring on Friday, July 26 for junior goat classes and Saturday, July 27 for senior goat classes for the 2019 OC Fair.
2. To begin the show at 12:00 p.m. on Friday, July 26, 2019 and 10:00 a.m. on Saturday, July 27, 2019.
3. To provide staff assistance for the shows.
4. To provide the district with a show order of breeds for both the OC Fair and double show.
5. To provide professional, customer friendly service and adhere to the District's Standard of Conduct Policies.
6. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
7. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

**DISTRICT AGREES:**

1. To provide necessary admission and parking credentials to Contractor and assistants.
2. To collect entries through ShoWorks and the OC Fair will retain all entry fees to cover expenses for the double show.
3. To provide a judge for both show days and hotel accommodations.
4. To provide a sanction through ADGA for the double show.
5. To provide ADGA ribbons for the double show.
6. To provide OC Fair staff to assist with show procedures including check-in, clerking and filling out the sanction form.
7. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
8. To provide the Livestock Show Ring where the show will be conducted.
9. To provide a sound system to make show announcements for the duration of the show.
10. To provide judging sheets with exhibitor and animal information.



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

Not Applicable.

**PAYMENT PROVISIONS:**

Not Applicable.

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
18. UNENFORCEABLE PROVISION: In the event that any provision 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.
19. 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
20. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA  
**SHORT FORM CONTRACT**  
 STD. 210 (Revised 6/2003)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

CONTRACT NUMBER <b>SA-099-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE TO:**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>THE FRIESIAN HORSE CLUB OF SOUTHERN CALIFORNIA</b>
---	--

2. The agreement term is from 08/06/2019 through 08/12/2019

3. The maximum amount payable is \$ - 1,000 - pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ - 1,000 -

4. Payment Terms (*Note: All payments are in arrears.*)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Educational Friesian Horse Exhibits and Displays at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)  
 GTC 4/17  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>THE FRIESIAN HORSE CLUB OF SOUTHERN CALIFORNIA</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Tim Isbell, FHCS Event Coordinator</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>12277 Apple Valley Rd #424, Apple Valley, CA 92308 (760) 912-8192, email: <a href="mailto:tim@friesianhorseclub.com">tim@friesianhorseclub.com</a></b>			
FUND TITLE <b>Operating</b>	ITEM <b>5100-62</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

THE FRIESIAN HORSE CLUB OF SOUTHERN CALIFORNIA  
Tim Isbell, Club Representative  
(760) 912-8192

**CONTRACTOR AGREES:**

1. To provide educational Friesian Horse-related exhibits and displays in the Livestock area from August 7 - August 11 for the 2019 OC Fair.
2. To participate in the Animal Welfare meeting on Wednesday, July 10, 2019 at 11:30 a.m. in the Livestock Department Office. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.
3. To provide a minimum of TWO (2) and maximum of FOUR (4) Friesian breed horses on display during 2019 OC Fair public hours.
4. To set up the exhibit on Tuesday, August 6, 2019 at a time to be determined by the District.
5. To staff the exhibit during all hours of operation, including, but not limited to:
  - Wednesdays through Fridays, from 12:00 p.m. - 10:00 p.m.
  - Saturdays and Sundays, from 11:00 a.m. - 10:00 p.m.
6. To provide to the District by Friday, June 28, 2019, Contractor's staffing schedule, including names, dates, and time slots.
7. To supply tools, equipment and/or tack necessary to maintain exhibit, including daily cleaning, feeding, providing fresh water and monitoring of animals.
8. To provide information to the District for educational signage by May 31, 2019.
9. To remove the exhibit and all display materials by Monday, August 12, 2019, at a time to be arranged with the District. Contractor must receive approval from the District prior to teardown.
10. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.
11. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.
12. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
13. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.



**DISTRICT AGREES:**

1. To provide exhibit space in the Livestock area to be determined by the district.
2. To provide signage with Contractor's name, contact information and educational material.
3. To provide bedding for animals on display.
4. To provide necessary admission credentials and parking passes to Contractor.
5. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
6. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS (\$1,000) upon satisfactory completion of services required herein. Payment will be made Net 10 and delivered via US Mail.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-62

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS (\$1,000.00) upon satisfactory completion of services herein required.

Payment will be made Net 10 and delivered via US Mail upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
18. **UNENFORCEABLE PROVISION:** In the event that any provision 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.
19. **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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS:** 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-



**SHORT FORM CONTRACT**  
 (For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-100-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
 SUBMIT INVOICE IN TRIPLICATE TO:

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER  
 DVBE \_\_\_%  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>GOLDEN WEST GAME BREEDERS</b>
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2. The agreement term is from **07/30/19** through **08/12/19**

3. The maximum amount payable is \$ **1,000.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **1,000.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Educational Game Bird Exhibits and Displays at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

GTC\* **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>GOLDEN WEST GAME BREEDERS</b>			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Sue Ward, Club Representative</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>12717 Ocaso Avenue, La Mirada, CA 90638 (562) 943-2187, email: wardsbirds@verizon.net</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5100-62</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

GOLDEN WEST GAME BREEDERS  
Sue Ward, President  
(562) 943-2187

**CONTRACTOR AGREES:**

- A. To provide an educational game bird-related display in the Livestock area from July 31 - August 11 for the 2019 OC Fair. Live birds will not be allowed in display for the 2019 OC Fair, only a static exhibit with educational and club information.
- B. To set up the exhibit on Tuesday, July 30, 2019 at a time to be determined by the District.
- C. To remove the display on Monday, August 12, 2019, between the hours of 8:00 a.m. and 4:00 p.m.
- D. To staff the exhibit during all hours of operation, including, but not limited to:
  - Wednesdays through Fridays, from 12:00 p.m. - 11:00 p.m.
  - Saturdays and Sundays, from 11:00 a.m. - 11:00 p.m.
- E. To provide to the District by Friday, June 28, 2019, Contractor's staffing schedule, including names, dates, and time slots.
- F. To maintain exhibit throughout the term of the Agreement. Maintenance shall include signage, plants, educational materials and any necessary cleaning.
- G. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
- H. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.
- I. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- J. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.



- A. To provide space for the bird-related exhibit. Exact size and location to be determined by the District.
- B. To provide tables and chairs, as determined necessary by the District.
- C. To provide necessary admission credentials and parking passes to Contractor.
- D. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
- E. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS (\$1,000.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-62 – Livestock

**PAYMENT PROVISIONS:**

Payment will be made Net 10 upon satisfactory completion of services herein required and receipt of proper invoice. All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
18. UNENFORCEABLE PROVISION: In the event that any provision 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.
19. 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
20. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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.)



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.



**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

AGREEMENT NUMBER <b>SA-101-19FT</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**GREAT AMERICAN ENTERTAINMENT COMPANY, LLC**

2. The term of this Agreement is: **07/9/19** through **08/12/19** **FED ID:**

3. The maximum amount of this Agreement is: **\$23,000.00**

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 – **To provide the Great American Petting Zoo at the 2019 OC Fair.** Pages 1 – 3  
**See Page 2 for additional Scope of Work.**

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 8

Check mark one item below as Exhibit D:

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 9 – 12
- Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 13 – 15

*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.**

**CONTRACTOR**

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

**GREAT AMERICAN ENTERTAINMENT COMPANY, LLC**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Pamela Jaeger, Vice President**

ADDRESS

**PO Box 2304, Grants Pass, OR 97528  
 (541) 512-1100 or (760) 872-7770, email: [pamela@greatamericanpettingzoo.com](mailto:pamela@greatamericanpettingzoo.com)**

**STATE OF CALIFORNIA**

AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, CFE, CMP, Chief Executive Officer or  
 Michele Richards, Vice President, Bus. Development**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General  
 Services Use Only**

Exempt per:



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

GREAT AMERICAN ENTERTAINMENT COMPANY, LLC  
Pamela Jaeger, Vice President  
(541) 512-1100 or (760) 872-7770

**CONTRACTOR AGREES:**

1. To provide the "Great American Petting Zoo" from July 12 – August 11 for the 2019 OC Fair.
2. To participate in the Animal Welfare meeting on Wednesday, July 10, 2019 at 11:30 a.m. in the Livestock Department Office. Contractor must adhere to animal welfare policies, including regular veterinary inspections provided by the official OC Fair veterinarian.
3. To set up the exhibit Tuesday, July 9, and/or Wednesday, July 10, 2019, at a time to be determined by the Livestock Supervisor. Setup must be completed by 6:00 p.m., Wednesday, July 10, 2019.
4. To begin teardown and removal of the exhibit no earlier than Sunday, August 11, 2019, at 11:00 p.m. Contractor must receive approval from the District prior to tearing down the exhibit. Further, tear-down will not begin until all OC Fair guests have exited the petting zoo containment area.
5. The petting zoo shall be open continuously as follows:
  - a. Saturdays and Sundays – 11:00 a.m. to 11:00 p.m.
  - b. Wednesdays through Fridays – 12:00 p.m. to 9:00 p.m.
6. Animals are to occupy an approximately 20' x 60' space with appropriate signage and will include kangaroos (Bennett's wallabies), llamas, deer and fawns, miniature horses, miniature donkeys, calves, and Vietnamese potbelly pigs. Poultry and other birds will NOT be allowed on fair grounds for the 2019 OC Fair.
7. To provide two (2) managers to ensure the zoo is kept clean through all hours of operation as well as Mondays and Tuesdays when the Fair is closed, and seven (7) uniformed staff to operate the zoo.
8. To provide educational information signage, handouts, or operational video tapes, to the public.
9. To maintain a hand washing station using supplies provided by the District.
10. To purchase straw, shavings, and alfalfa through the Livestock Department Office.
11. To sell animal feed to the public for \$3.00 per unit or two (2) units for \$5.00. Contractor to retain all proceeds from the sale of feed. Contractor shall also be permitted to sell Contractor-branded coloring books without commission to the District for the 2018 OC Fair. Coloring books shall be charged at the following rates: a. Activity Book: \$5 each, b. Pony Coloring Book: \$1 each, c. Fiona No No Book: \$7.95 each. Contractor to provide a comprehensive report for all sales (feed and coloring books) to the District no later than August 31, 2019. Report must include the total amount of feed sold in quantity and/or dollars broken down by each day of the OC Fair and submitted to Evy Young at 88 Fair Drive, Costa Mesa, CA 92626 or [eyoung@ocfair.com](mailto:eyoung@ocfair.com).
12. The location of the petting zoo will be at the discretion of the District and may change from previous years.
13. That this contract is contingent upon obtaining the required insurance coverage effective for July and August 2019.





**EXHIBIT A – SCOPE OF WORK (CONT.)**

14. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
15. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide space for a 20' x 60' petting zoo.
2. To provide space for one (1) 40' stock trailer near the petting zoo to house the animals at night or to give them a break during the day.
3. To provide credentials for petting zoo employees for the run of the 2019 OC Fair.
4. To provide space for two (2) vehicles to park, beyond public view, for the run of the 2019 OC Fair.
5. To provide supplies for the hand washing station.
6. To provide two (2), 10' x 10' tents for the entire 2019 OC Fair.
7. To allow Contractor to retain all feed-related sales and sell Contractor-branded items at no commission to the District. All items must be pre-approved by the District.
8. To pay the Contractor a total sum not to exceed TWENTY THREE THOUSAND DOLLARS (\$23,000.00) upon satisfactory completion of work herein required on Sunday, August 11, 2019.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-62

**PAYMENT PROVISIONS:**

Payment will be made upon satisfactory completion of services herein required on Sunday, August 11, 2019.

Payment will be made upon satisfactory completion of services herein required and upon receipt of proper invoice. All invoices are to be itemized and include the District's Purchase Order (PO) number. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 18. **UNENFORCEABLE PROVISION:** In the event that any provision 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.
- 19. **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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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.)



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.





**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

CONTRACT NUMBER <b>SA-102-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE TO:**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>KRUSE FEED AND SUPPLY</b>
---	---

2. The agreement term is from **07/11/2019** through **08/12/2019**

3. The maximum amount payable is \$ **- 0 -** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **- 0 -**

4. Payment Terms (*Note: All payments are in arrears.*)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Livestock show supplies and chicken display at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)  
 GTC\*SF **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **CCC-307 and Insurance Requirements attached hereto as part of this agreement.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>KRUSE FEED AND SUPPLY</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Wes Alcott, Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>2300 E. Lambert Road, La Habra, CA 90631 (562) 690-6998; wes.alcott@gmail.com</b>			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*

SIGNATURE OF ACCOUNTING OFFICER  DATE SIGNED

**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

KRUSE FEED AND SUPPLY  
Wes Alcott, Owner  
(562) 690-6998

**CONTRACTOR AGREES:**

- A. To provide a display to sell show equipment to OC Fair Livestock exhibitors beginning Friday, July 12, 2019 through Sunday, July 21, 2019.
  - a. To set up the exhibit on Thursday, July 11, 2019 at a time to be determined by the District.
  - b. To staff the exhibit during all hours of operation, including, but not limited to:
    - o Wednesdays through Fridays, from 12:00 p.m. - 10:00 p.m.
    - o Saturdays and Sundays, from 11:00 a.m. - 10:00 p.m.
  - c. To begin removal of the exhibit and all display materials no earlier than 10:00 p.m. on Sunday, July 21, 2019. Contractor must receive approval from the District prior to teardown.
- B. To provide a static display presenting various chicken products and educational information beginning Wednesday, July 31 through Sunday, August 11, 2019.
  - a. To set up the exhibit on Tuesday, July 30, 2019 at a time to be determined by the District.
  - b. To begin removal of the exhibit and all display materials no earlier than 10:00 p.m. on Sunday, August 11, 2019. Contractor must receive approval from the District prior to teardown.
- C. To supply tools, equipment and/or tack necessary to maintain exhibit.
- D. To provide information to the District for signage.
- E. To provide professional, customer friendly service during OC Fair hours and adhere to the District's standard of Conduct Policies.
- F. To provide the District proof of insurance.
- G. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- H. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.



**EXHIBIT A – SCOPE OF WORK**

**DISTRICT AGREES:**

- A. To provide exhibit space in the Livestock area.
- B. To provide signage with Contractor's name, contact information and educational material.
- C. To provide necessary admission credentials and parking passes to Contractor.
- D. To allow Contractor to retain all sales and sell Contractor-branded items at no commission to the District. All items must be pre-approved by the District.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

Not Applicable.

**PAYMENT PROVISIONS:**

Not Applicable.

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

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 lessor 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 a 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 CORPORATIONS**: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

**SHORT FORM CONTRACT**  
*(For agreements up to \$9,999.99)*  
STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-103-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number. SUBMIT INVOICE IN TRIPLICATE TO:

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>EFRAIN VALENZUELA PHOTOGRAPHY</b>
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2. The agreement term is from **07/20/19** through **08/05/19**

3. The maximum amount payable is \$ **1,900.00** pursuant to the following charges:  
Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **1,900.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Photography Services for JLA and Market Champions at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

- GTC\* **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).
- Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>EFRAIN VALENZUELA PHOTOGRAPHY</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>910 E. Mariposa Dr, Rialto, CA 92376 Efrain Valenzuela, Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>(909) 827-9211, email: evalenz72@gmail.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5100-82</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

EFRAIN VALENZUELA PHOTOGRAPHY  
Efrain Valenzuela, Owner  
(909) 827-9211

**CONTRACTOR AGREES:**

- A. To provide photography services for the Junior Livestock Auction from July 20 – August 5 for the 2019 OC Fair.
- B. Principal photography will take place on:
  - Junior Livestock Auction: Saturday, July 20, 2019 from 9:00 a.m. to approximately 6:00 p.m.
  - Pictures of large animal champions at 4pm on Sunday July 21, Awards ceremony at 5pm on July 21.
- C. To provide a minimum of one (1) onsite photo assistant on Saturday, July 20, 2019.
- D. Photography services are required for approximately 300 animals of various species, including, but not limited to, market beef, market lambs, market hogs, market goats, and market rabbit pens, which shall be made available for auction.
- E. To provide to the District by Monday, August 5, 2019, a CD/DVD of high-resolution, digital images of all auction species, including pictures of Grand Champions with their Buyers. Images on disc are to be in chronological order as preselected by the Livestock Department and sized for 5" x 7" prints.
- F. Permission is granted by the District to post images for sale to any interested party and generate onsite sales throughout the duration of the event.
- G. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
- H. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- I. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.
- J. To provide proof of insurance.

**DISTRICT AGREES:**

- A. To provide necessary admission and parking credentials to Contractor and assistant.
- B. To provide backdrop and decorations such as plants.
- C. To provide one (1) Livestock staff member to assist with animals in the photography area.
- D. To allow Contractor to post images for sale to any interested party as well as generate onsite sales during the event.
- E. To pay Contractor a total sum not to exceed ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be Net 10 and delivered via US Mail.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-82

**PAYMENT PROVISIONS:**

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**



**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during



the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 18. UNENFORCEABLE PROVISION: In the event that any provision 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.
- 19. 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 20. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 21. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-





CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA

**SHORT FORM CONTRACT**  
(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-104-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
SUBMIT INVOICE IN TRIPLICATE TO:

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE \_\_\_%  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>SADDLEBACK VETERINARY SERVICES, INC.</b>
---	--

2. The agreement term is from **07/9/19** through **08/11/19**

3. The maximum amount payable is \$ **4,000.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **4,000.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_




5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Veterinary Services for 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

GTC\* **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>SADDLEBACK VETERINARY SERVICES, INC.</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Mike Kavanagh, D.V.M.</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>1082 Bryan Avenue, Tustin, CA 92780 (714) 832-8686, email: mkavanagh@westernu.edu</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5100-62</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED





**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

SADDLEBACK VETERINARY SERVICES, INC.  
Mike Kavanagh, D.V.M.  
(714) 832-8686

**CONTRACTOR AGREES:**

- A. To provide veterinary services from July 9 – August 11 for the 2019 OC Fair.
- B. To work under the direction of the Livestock Program Supervisor or designated appointee.
- C. To perform services on grounds at the following days and times:
  - 1. Wednesday, July 10, from 11:30 a.m. – 1:30 p.m. to attend the Animal Welfare meeting.
  - 2. Thursday, July 11, from 12:00 p.m. to approximately 6:00 p.m. for inspection of market animals (cattle, goats and lambs), all OC Fair animal exhibits and review of exhibitors Certificates of Animal Medications.
  - 3. Tuesday, July 16, beginning at 7:30 a.m. until approximately 12:00 p.m. during hog weigh-in to perform hog inspection services and inspection of all OC Fair animal exhibits.
  - 4. Wednesday, July 24, July 31 and August 7, from approximately 9:00 a.m. – 1:00 p.m. for general animal inspection services. Inspections **MUST** be completed before the OC Fair opens (before 12:00 p.m.) and a post inspections report must be given to the Livestock Supervisor or designated appointee after each inspection.
- D. To be on call for emergencies when not scheduled to be present on grounds.
- E. To support the policies and decisions of District Management.
- F. To provide proof of Malpractice Insurance.
- G. To provide proof of Workers' Compensation Insurance.
- H. To perform services at the rate of ONE HUNDRED AND TWENTYFIVE (\$125.00) per hour.
- I. To provide to the District an invoice for services rendered within 30 days following the close of the 2019 OC Fair, but no later than September 10, 2019. Invoice shall be itemized by date work was performed, hours worked and hourly rate. Contractor shall only be paid for actual services rendered.
- J. Payment is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
- K. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- L. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.



**DISTRICT AGREES:**

- A. On call services must not exceed two (2) hours unless there is an extreme emergency.
- B. To provide necessary admission and parking credentials to the Contractor.
- C. To pay Contractor ONE HUNDRED AND TWENTYFIVE (\$125.00) per hour for a total sum not to exceed FOUR THOUSAND DOLLARS (\$4,000.00) upon satisfactory completion of services herein required and upon receipt of proper invoice. Payment will be Net 10 delivered via the postal service.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-62 – Livestock

**PAYMENT PROVISIONS:**

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
18. **UNENFORCEABLE PROVISION:** In the event that any provision 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.
19. **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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.



**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA  
**SHORT FORM CONTRACT**  
 STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-105-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE TO:**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>Southern California Pygmy Goat Association</b>
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2. The agreement term is from **08/02/2019** through **08/04/2019**

3. The maximum amount payable is \$ **- 0 -** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **- 0 -**


4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_


5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Double Pygmy Goat Show for the 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)  
 GTC\*SF **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>Southern California Pygmy Goat Association</b>	
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Danica James, Representative</b>	
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>2560 Big Wagon Road, Alpine, CA 91901 (619) 339-0906, Email: <a href="mailto:scpgainfo@gmail.com">scpgainfo@gmail.com</a></b>	

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

SOUTHERN CALIFORNIA PYGMY GOAT ASSOCIATION  
Danica James  
(619) 339-0906

**CONTRACTOR AGREES:**

1. To host a youth and open pygmy goat show in the Livestock Show Ring on Sunday, August 4, 2019
2. To have exhibitor check-in between at 10:00 – 11:30 a.m. on Friday, August 2, 2019
3. To begin the show at 9:00 a.m. on Sunday, August 4, 2019.
4. To cover all expenses (judges and sanction expenses) related to the show.
5. To provide all staff needed to assist with the show.
6. To provide ribbons and awards for the show.
7. To provide professional, customer friendly service and adhere to the District's Standard of Conduct Policies.
8. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
9. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

**DISTRICT AGREES:**

1. To provide necessary admission and parking credentials to Contractor and assistants.
2. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
3. To allow the Contractor to review information related to the show in the competition guide prior to the competition guide being posted on the website.
4. To provide the Livestock Show Ring where the show will be conducted.
5. To provide a sound system to make show announcements for the duration of the show.
6. To provide judging sheets with exhibitor and animal information.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

Not Applicable.

**PAYMENT PROVISIONS:**

Not Applicable.

-End Exhibit B-





**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
18. **UNENFORCEABLE PROVISION:** In the event that any provision 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.
19. **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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

**SHORT FORM CONTRACT**  
(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-106-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
SUBMIT INVOICE IN TRIPLICATE TO:

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>THERESA VARGAS</b>
---	--

2. The agreement term is from **07/30/19** through **08/12/19**

3. The maximum amount payable is \$ **1,200.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **1,200.00** (Attach list if applicable.)

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Educational Chicken Exhibit at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

GTC\* **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>THERESA VARGAS</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Theresa Vargas</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>PO Box 26112, Santa Ana, CA 92799 (714) 580-2827, email: varkoo@yahoo.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5100-62</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

THERESA VARGAS  
Theresa Vargas  
(714) 580-2827

**CONTRACTOR AGREES:**

- A. To provide an educational chicken exhibit in the Livestock area from July 31 – August 11 for the 2019 OC Fair.
- B. To set up the exhibit on Tuesday, July 30, 2019 at a time to be arranged with the District.
- C. To provide staffing, signage, feed, supplies, and equipment necessary to maintain exhibit.
- D. To remove the exhibit no earlier than Sunday, August 11, 2019 at 10:00 p.m. Contractor must receive approval from the District prior to tear down.
- E. Contractor fee is inclusive of all services rendered as well as all travel and meal expenses incurred during the term of the Agreement.
- F. To provide professional, customer friendly service during OC Fair hours and adhere to the District's Standard of Conduct Policies.
- G. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
- H. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide space for the exhibit in the Livestock area. Final size and location shall be determined by the District.
- B. To provide necessary admission credential(s) and parking passes to Contractor.
- C. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
- D. To pay Contractor a total sum not to exceed ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) based upon the satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 10 and delivered via US Mail.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-62

**PAYMENT PROVISIONS:**

Payment will be made Net 10 upon satisfactory completion of services herein required and receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
18. **UNENFORCEABLE PROVISION:** In the event that any provision 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.
19. **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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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.)



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA  
**SHORT FORM CONTRACT**  
 STD. 210 (Revised 6/2003)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

CONTRACT NUMBER <b>SA-107-19FT</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE TO:**  
**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>OASIS CAMEL DAIRY LLC</b>
---	---

2. The agreement term is from **08/6/19** through **08/12/19**

3. The maximum amount payable is \$ **6,000.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **6,000.00**




4. Payment Terms (*Note: All payments are in arrears.*)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.  
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **“Wild West Turkey Stampede” at 2019 OC Fair**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*)  
 GTC\*SF **4/17**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)  
 Other Exhibits (*List*) **CCC-307 and Insurance Requirements attached hereto as part of this agreement.**

**In Witness Whereof, this agreement has been executed by the parties identified below:**

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME <b>OASIS CAMEL DAIRY LLC</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, Vice President, Bus. Development</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Nancy Kobert, Managing Member</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>26757 Old Julian Hwy, Ramona, CA 92065 (760) 644-8000, email: gilriegler@aol.com</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5780-70</b>	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED





**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

OASIS CAMEL DAIRY LLC  
Nancy Kobert, Managing Member  
(760) 644-8000

**CONTRACTOR AGREES:**

1. To produce the “Wild West Turkey Stampede” events in the Livestock auction ring from August 7 – August 11 for the 2019 OC Fair.
2. To provide four (4) shows daily at 2:00 p.m., 4:00 p.m., 6:00 p.m. and 8:00 p.m.
3. Each show shall last approximately 20 – 30 minutes.
4. To begin set-up of the racetrack and associated equipment on Tuesday, August 6, 2019 and complete set-up by 9:00 a.m. on Wednesday, August 7, 2019, unless otherwise directed by the District.
5. To begin removal of the racetrack and associated equipment no earlier than 10:00 p.m. on Sunday, August 11, 2019, and complete removal by 12:00 p.m. on Monday, August 12, 2019. Contractor must receive approval from the District prior to tearing down equipment.
6. To provide racetrack fencing and starting gates, a high-quality public address system, safe housing for the turkeys, a sufficient number of turkeys to fulfill race requirements, and all personnel required to facilitate the performances.
7. To have all birds inspected by a California certified Poultry Health Inspector on Wednesday, August 7, 2019 at a time to be arranged with the District. Contractor must be present during inspection.
8. To provide professional, customer friendly service during OC Fair hours and adhere to the District’s standard of Conduct Policies.
9. To provide high-quality care for the animals involved for the duration of the contract. State personnel have the right to inspect animals and their accommodations.
10. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
11. The State reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the State of further payment, obligations, and/or performances required by the terms of the contract.

**DISTRICT AGREES:**

1. To provide a flat surface area consisting of a minimum size of 45’ X 90’ for the set-up of the turkey racetrack and equipment, with additional space to accommodate spectators.
2. To provide space adjacent to the Livestock auction ring for a 35’ trailer and assistance from District staff to position said trailer.



3. To provide a potable water source within 100 feet (100') of the track area for animals.
4. To provide 60/220 electrical service at the site.
5. To provide twenty (20) bags of shavings for the racetrack surface.
6. To clean shavings from the track at the conclusion of the performances.
7. To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services required herein. Payment will be made Net 10 and delivered via US Mail.

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5780-70

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed SIX THOUSAND DOLLARS (\$6,000.00) upon satisfactory completion of services herein required.

Payment will be made Net 10 and delivered via US Mail upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 46973. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 04/2017

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of Part 5 of Division 9 of the Family Code; and

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
18. **UNENFORCEABLE PROVISION:** In the event that any provision 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.
19. **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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
20. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

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 lessor 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 a 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 CORPORATIONS**: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **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 Employees (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 Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

- 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

**SHORT FORM CONTRACT****(For agreements up to \$9,999.99)**

STD. 210 (Revised 6/2003)

R      A      F     

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-108-19FT**

REGISTRATION NUMBER

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
**SUBMIT INVOICE IN TRIPLICATE TO:**

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.CONTRACTOR'S NAME, hereafter called the **Contractor**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****WILLIAM KELLOGG**2. The agreement term is from **07/17/19** through **07/20/19**3. The maximum amount payable is \$ **2,200.00** pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **2,200.00** (Attach list if applicable.)4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY ITEMIZED INVOICE  OTHER \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.

 ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC\* **4/2017**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language). Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

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

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION****WILLIAM KELLOGG**

BY (Authorized Signature)

DATE SIGNED

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Vice President, Bus. Development****William Kellogg**

ADDRESS

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626****2575 San Fernando Road, Atascadero, CA 93422**  
**Home: (805) 461-0456; Cell: (805) 441-7894, email:**  
**bkellogg@calpoly.edu**

FUND TITLE

ITEM

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

**Livestock****5100-62**

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES:**

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER  
Evy Young, Centennial Farm/Livestock  
(714) 708-1925

WILLIAM KELLOGG  
William Kellogg  
Home: (805) 461-0456; Cell: (805) 441-7894

**CONTRACTOR AGREES:**

- A. To provide consulting services for the 2019 OC Fair Junior Livestock Auction. Consulting services to include the training of OC Fair Livestock Operations Supervisor, Omar Sanchez, and livestock operations crew. Contractor to work directly with Omar Sanchez to ensure completion of Jr. Livestock Auction set-up and needs.
- B. To provide one (1) assistant to perform duties related to the Jr. Livestock Auction including data entry, payment processing, filing, assisting buyers, etc.
- C. To assist with JLA set-up beginning Thursday, July 18, 2019.
- D. To serve as Master of Ceremony on Auction Day, Saturday, July 20, 2019.
- E. To provide comprehensive report to Livestock Supervisors (Omar Sanchez, Kim Miller and Teresa Dayton) post event.
- F. Contractor fee is inclusive of all services rendered as well as all travel expenses incurred during the term of the Agreement.
- G. The District reserves the right to terminate any contract at any time without cause by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

- A. To provide staff to assist with set-up of special events. Staff needs to be requested through Omar Sanchez, OC Fair Livestock Operations Supervisor.
- B. To provide necessary admission and parking credentials to Contractor.
- C. To provide space in Livestock office to be used for official OC Fair business.
- D. To provide uniforms to Contractor and Assistant.
- E. To provide Special Event Liability Insurance (SELI), which will satisfy the General Liability requirement as listed in Exhibit E – Insurance Requirements, and as attached hereto and incorporated herein. Contractor is responsible for providing evidence of coverage for Automobile Liability and/or Workers' Compensation insurance, as applicable.
- F. To provide local hotel for 1 (one) room at the District's expense, for 4 (four) nights of accommodation from Wednesday, July 17, through Saturday, July 20, 2019. The Contractor will be reimbursed, in addition to the contracted amount, ONE HUNDRED and FIFTY DOLLARS (\$150.00) per night, per room which includes all hotel expenses such as taxes and parking fees. The Contractor must provide receipts to the District for hotel expenses, but not to exceed ONE HUNDRED and FIFTY DOLLARS (\$150.00) per night.
- G. To pay TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00) upon satisfactory completion of services herein required. Payment will be Net 10 and delivered via the postal service.



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-62 – Livestock

**PAYMENT PROVISIONS:**

To pay Contractor a total sum not to exceed TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00) upon satisfactory completion of services herein required.

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-





## EXHIBIT C – GENERAL TERMS AND CONDITIONS

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)**

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) of 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 is 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 provision 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.

17. 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such

other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC 04/2017**

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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.



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (Cont.)**

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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.



## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA (Cont.)**

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-

*R. Taylor* *A. Mar* *F. V.*

AGREEMENT NUMBER	
SA-112-19SP	A-

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

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event**

SPONSOR/CONTRACTOR'S NAME

**Mesa Water District**

2. The term of this Agreement is: **Upon Execution, through December 31, 2019**

3. The amount of this Sponsorship Agreement is: **\$10,500.00 (CASH)**

Payment Terms:

- ONE TIME PAYMENT (*Lump sum*)     MONTHLY     QUARTERLY     ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions**

**Exhibit B – Sponsorship Agreement Terms and Conditions**

**Exhibit C – Insurance Requirements**

**Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(4/17) – If not attached, view 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>SPONSOR/CONTRACTOR</b>		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME <b>Mesa Water District</b>		
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Stacy Taylor, External Affairs Manager</b>		
ADDRESS <b>1965 Placentia Avenue, Costa Mesa, CA 92627</b>		<input checked="" type="checkbox"/> Exempt: Sponsorship
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>nd</sup> District Agricultural Association/Division of Fairs &amp;</b>		<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i> SIGNATURE OF STATE ACCOUNTING OFFICER  Date
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, V.P, Business Development</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

CONTRACTS MANAGER

Michele Richards, VP, Business Development



**EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS**

**Contract Representatives:**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Michele Richards, Vice President, Business Development**  
**(714) 708-1716**

**Mesa Water District**  
**Stacy Taylor, External Affairs Manager**  
**(949) 631-1201**  
**Via : Scott Bruno/Tandem Partnerships**

**CONTRACTOR AGREES:**

1. Mesa Water District to be Presenting Sponsor of the Information Booths and Guest Services at the 2019 OC Fair from July 12, 2017 – August 11, 2019.
2. To provide volunteers/staff, and maintain an educational low-water use garden display at Centennial Farm during 2019 with guidelines as follows:
  - a. Maintenance outside of the 2019 OC Fair dates will be handled by Mesa Water and/or their selected contractors on a monthly basis and include cleaning/updating signage, cleaning landscaping, removing debris and dead plants, replacing plants as needed, and regular pruning of plants/trees.
  - b. All replacement plants must be pre-approved by Centennial Farm staff.
  - c. To provide all signage, educational materials, necessary to activate the display.
  - d. To provide a minimum of four (4) educational lectures during the 2019 OC Fair.
3. To observe the approved dates/times below for Mesa Water District access to the property. Mesa Water District agrees to contact Centennial Farm staff for approval to access the property outside of these dates/times and to park where instructed by District parking staff. Approved dates/times are as follows:
  - a. September through June: Monday through Friday from 1:00 pm-4:00 pm.
  - b. During the annual OC Fair: Monday from 7:00 am-4:00 pm and Tuesday after 1:00pm.
4. To have all volunteers/staff of Mesa Water District Park in designated exhibitor parking area during the annual OC Fair. Information for the area will be sent out in June 2019 by Centennial Farm staff.
5. There is no storage space available for Mesa Water District equipment and supplies.
6. To reimburse District for any out-of-pocket expenses incurred due to damage caused by Mesa Water District to Centennial Farm property by its volunteers/staff.

To provide payment in the sum of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500) as a sponsorship fee, due upon execution of this agreement. Payment in full must be received no later than July 1, 2019.)

- a. Payments shall be remitted to the following address:

**OC Fair & Event Center**  
**Attn: Accounts Receivable**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

7. To gain pre-approval from the District for use of OC Fair marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
8. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
9. To comply with the following requirements:
  - a. No staff or volunteer will promote brand outside of designated space(s).
  - b. Any staff or volunteer working ten (10) days or more at the 2019 OC Fair will be provided a photo badge credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operations hours. Prior to reporting to the badging office the required paperwork must be submitted to Tandem including the Megan's Law Screening(s). Photo badge credentials must be obtained prior to the start of the 2019 OC Fair.
  - c. Any staff or volunteer working less than ten (10) days will be provided single-day working credentials.
10. Sponsor will provide a list of staff and volunteers working the following week and any required paperwork (Megan's Law Screening[s], etc.) to Centennial Farm staff by 5:00 p.m. each Friday. Centennial Farm staff will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 p.m. each Sunday for staff working the following week.



11. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Sponsor, is not a registered sex offender per the Megan's Law registry.
12. To provide proof of insurance coverage for the term of the contract.
13. Sponsor's involvement in the 2019 OC Fair will be serviced by the District's sales agency of record, Tandem.
14. Sponsor's contact for the year-round "Water Wise" garden will be the Centennial Farm staff.

**DISTRICT AGREES:**

1. To provide Mesa Water District with Presenting Sponsorship of the Information Booths and Guest Services at the 2019 OC Fair.
2. To provide space located on the east side of Building 15, an area of approximately 54'x24' for an educational "Water Wise" garden exhibit (spot marked on the map on Exhibit "A". Space will also be included during the annual OC Fair for workshops and demonstrations.
3. Centennial Farm staff will contact Mesa Water District if the garden is in need of maintenance. If Mesa Water District is unable to maintain the garden as requested, District reserves the right to maintain as needed.
4. That from September through June, all Mesa Water District staff/volunteers will have access to the property on Monday through Friday, from 1:00 pm - 4:00 pm. Generally access will be through Gate 1 unless another event is taking place, in which case access will be through Gate 4 off Arlington Drive. During the annual OC Fair, District will provide vehicle access to Mesa Water District on Monday from 7:00 am - 4:00 pm or on Tuesday after 1:00pm.
5. To produce Sponsor name/logo in the following signage at all five (5) OC Fair Information Booths during the 2019 OC Fair (creative to be mutually designed and agreed upon by Sponsor's Ad agency and the District; signage to be produced/installed by the District):
  - a. Four (4) 79"x18" Mesa Water District signs to be installed on all four (4) sides of each Information Booth
6. To include Sponsor logo:
  - a. In all applicable 2019 OC Fair collateral including the Daily Schedule. (pending deadlines)
    - i. Specific inclusion in Wednesday's Daily Schedules where Water Wise Wednesday is mentioned
      1. Wednesday inclusion dates:
        - a. July 17, 2019
        - b. July 24, 2019
        - c. July 31, 2019
        - d. August 7, 2019
    - b. In all applicable 2019 print advertising
    - c. On the 2019 OC Fair Guest Services splash page
      - i. "Guest Services brought to you by Mesa Water District (logo and link to url provided by Sponsor)"
7. Distribution of Mesa Water District flyers promoting "Water Wise" events and self-guided Farm Tours at all five (5) OC Fair Information Booths during the 2019 OC Fair
8. To provide the appropriate number of working credentials and exhibitor parking passes to accommodate Mesa Water District's staff and volunteers who are working at the "Water Wise" garden or conducting demonstrations during the annual OC Fair.
9. To provide the following hospitality benefits:
  - a. Twenty (20) 2019 OC Fair Admission Tickets
  - b. Special Invitation to the Business Development Dinner for the Mesa Water Board of Directors to attend (3 different dates from which to choose)
  - c. Ability to pre-order Twenty (20) Pacific Amphitheatre Concert Tickets paid at full price with seat selection from House Seat inventory.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
  4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
  4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)





**EXHIBIT C – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.



**EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)**

**A. 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.

**B. 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.**

**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. 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**

For hazardous participant events, 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. 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.

-End Exhibit C-



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STATE OF CALIFORNIA  
**SPONSORSHIP AGREEMENT**  
 (Rev 10/16)

*RMA* *AMAR* *FKK*

AGREEMENT NUMBER	
SA-113-19SP	A-

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

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**T-Mobile**

2. The term of this Agreement is: **April 13, 2019 through April 14, 2019**

3. The amount of this Sponsorship Agreement is: **\$2,000.00 (CASH)**

Payment Terms:

- ONE TIME PAYMENT (*Lump sum*)     MONTHLY     QUARTERLY     ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

**Exhibit A – Sponsorship Agreement Provisions**

**Exhibit B – Sponsorship Agreement Terms and Conditions**

**Exhibit C – Insurance Requirements**

**Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states**

**"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."**

\*GTC(7/2017) – If not attached, view 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>SPONSOR/CONTRACTOR</b>		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME <b>T-Mobile</b>		
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Mallory Quattrocchi</b>		
ADDRESS <b>350 Commerce Way, Suite 200, Irvine, CA 92602</b>		<input checked="" type="checkbox"/> Exempt: Sponsorship
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>nd</sup> District Agricultural Association / Division of Fairs &amp; Expositions</b>		
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, V.P, Business Development</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i> SIGNATURE OF STATE ACCOUNTING OFFICER  Date

CONTRACTS MANAGER

Michele Richards, VP, Business Development



**EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS**

**Contract Representatives:**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Michele Richards, Vice President, Business Development**  
**(714) 708-1716**

**Via: Scott Bruno**

**T-Mobile**  
**Mallory Quattrocchi**

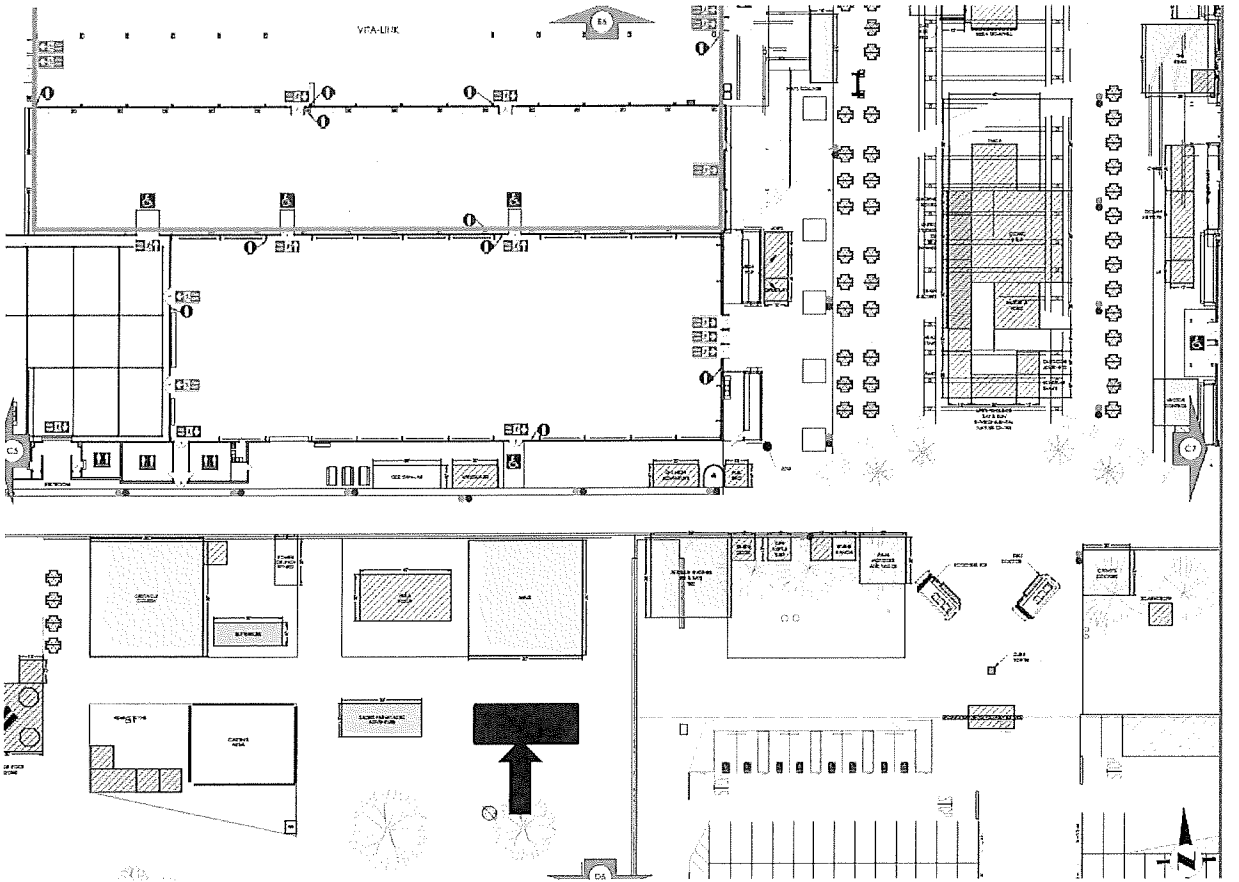
**CONTRACTOR AGREES:**

1. To be a sponsor of the 2019 Imaginology event occurring April 12, 2019 – April 14, 2019.
2. To make payment of TWO THOUSAND (\$2,000) to the OC Fair & Event Center by March 22, 2019.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein (pending deadlines).
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
6. That staff members shall comply with the following requirements:
  - a. All staff should be in T-Mobile. company uniforms.
7. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 PM, March 29, 2019.
8. To have its displays fully staffed by uniformed representatives:
  - a. By 8:30 a.m. and open to the public from 9:00 a.m. until at least 3:00 p.m. on Friday April 12, 2019 and by 9:30 a.m. and open to the public from 10:00 a.m. until at least 5:00 pm on Saturday, April 13th and Sunday, April 14th, 2019.
9. That mobile tour and other exhibitors may be near the designated spaces.
10. To abide by reasonable parameters as set forth by the District staff prior to, during or following the Term.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2019 Imaginology event.

**DISTRICT AGREES:**

1. To provide T-Mobile with Sponsorship of the 2019 Imaginology Event.
2. To acknowledge Sponsor as a Sponsor of the 2019 Imaginology Event.
3. To provide Sponsor one (1) 20' x 30' space located on map for Saturday through Sunday April 13th – 14th, 2019. (see space marked map below)
4. To include Sponsor logo:
  - a. On the 2019 Imaginology web site with a link to the Sponsor web site (pending deadlines).
5. To provide a mutually agreed upon number of staff parking passes for Sponsor staff assigned to the Sponsor's display in the form of one-day working credentials.





- End Exhibit A -



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
  4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
  4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:  
  
If to State, to: 88 Fair Drive, Costa Mesa, CA 92626  
  
or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)



**EXHIBIT C – INSURANCE REQUIREMENTS**

California Fair Services Authority  
5/2018

**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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

- a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:
  - 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626
- b. 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**

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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit C-



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods





**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

AGREEMENT NUMBER <b>SA-115-19YR</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**LOPEZ WORKS INC.**

2. The term of this Agreement is: **04/01/2019** through **03/31/2021** **FED ID: 03-0541317**  
**With three (3) one (1) year option (4/1/21-3/31/22) (4/1/22-3/31/23) (4/1/23-3/31/24)**


3. The maximum amount of this Agreement is: **\$2,283,725.00; \$6,605,075 inclusion option years**  
**2019-\$1,100,350; 2020-\$1,183,375; \$2021-\$1,310,250; 2022-\$1,456,975; 2023-\$1,554,125**

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 – Contractor to provide sweeping clean-up & waste collection services to the OC Fair & Event Center. Additional Scope of Work on pages 2-14.	Pages 1 – 14
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 15-20
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 21-23
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)	Pages 24-27
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 28-30
Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement)	Pages 31-32

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>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>LOPEZ WORKS INC.</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Andre Lopez, President, (949) 470-9351 office; email: lopezworksinc@gmail.com</b>		
ADDRESS <b>21195 Prairie View Ln, Trabuco Canyon, CA 92679</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Jerry Eldridge, Director of Operations**  
**714-708-1578**

**Lopez Works Inc.**  
**Andre Lopez, President**  
**(949) 470-9351 office; email: lopezworksinc@gmail.com**

1. The District's Invitation For Bid (IFB) Sweeping Clean-Up & Waste Collection Services released March 1, 2019, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.
2. The Contractor proposal for Sweeping Clean-Up & Waste collection Services dated March 1, 2019, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.
3. The District reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.
4. **Scope of Work:**

Contractor will be required to provide parking lot sweeping services at a contracted flat rate per area and venue clean-up and waste collection services at a contracted hourly rate for the duration of the contract per the Financial Proposal Bid Form. The District cannot guarantee a minimum and/or maximum number of hours and/or days. All scheduling of Contractor's services will be determined and managed by the District's Event Operations Department.

Contractor will provide all equipment and materials necessary to perform their duties. The District will provide consumable paper products, waste receptacles, plastic waste receptacle sleeves and liners, rolling 2-cubic yard dumpsters and rolling gray dumpsters (see Part V – Contract Terms and Conditions).

The bid price shall include debris removal from surrounding fence lines, planters, sidewalks, gutters, gates and asphalt areas. Area clean up includes all debris generated in the area and debris that blows or is thrown into neighboring areas.

**A. EVENTS AND ACTIVITIES**

In addition to the annual OC Fair, the District holds over one hundred fifty various types of events each year. These events include trade shows, festivals, animal shows, entertainment, sporting events, craft fairs and non-public events such as corporate parties, market research studies and consumer trade shows. The estimated number of patrons per event ranges from 50 to 90,000 in attendance. Attendance varies depending on weather, event and day of the week.

A list of the 2018 events has been provided to give Contractors an understanding of the scope of work throughout the year (see Attachment A). The District's event schedule is tentative and subject to change.

**1. ANNUAL OC FAIR**

The OC Fair is currently a 23-day event utilizing the entire property. Contractor will be responsible for the following areas for the duration of the OC Fair, including, but not limited to:



**a. Grounds (All outdoor areas on property, excluding venues such as Pacific Amphitheatre, Action Sports Arena, The Hangar, Livestock and Parking Lots)**

Contractor will be responsible for pre-Fair, Fair time, and post-Fair venue clean-up and waste collection services throughout the outdoor grounds (see Attachment B).

**Pre-Fair**

The estimated number of people on the fairgrounds pre-Fair during the set up week is approximately 1,100 per day. All of the outdoor waste receptacles, rolling 2-cubic yard dumpsters, rolling gray dumpsters and grounds will be required to be maintained by the contractor.

Contractor to perform waste collection of all outdoor waste receptacles, rolling 2-cubic yard dumpster exchange out, rolling gray dumpsters and grounds venues during the set-up week starting Wednesday prior to opening day of OC Fair (see Attachment B).

Contractor to perform sweeping and pressure washing, as needed, to be determined by the District.

**Fair Time**

The estimated number of attendees during the OC Fair is approximately 1.4 million patrons over 23 days. The average attendance per day is approximately 59,000 patrons, ranging from 40,000 – 60,000 on weekdays and over 80,000 on weekends. Attendance varies depending on weather, entertainment, promotions and day of the week.

Contractor to perform waste collection of all outdoor waste receptacles, rolling 2-cubic yard dumpsters and rolling gray dumpsters, and the grounds venues (during event hours). Waste collection will be required prior to the opening of the OC Fair each day, during open hours and during after-hours of the OC Fair (see Attachments B, C, and D).

Contractor shall provide two (2) street sweepers during the OC Fair and one (1) sweeper as a back-up. Any debris not able to be swept must be hand-picked. One (1) sweeper is to operate inside of the grounds and one (1) sweeper is to operate in the parking lot area (see Attachment E). They both operate from closing time of the OC Fair until the job is completed each morning. Sweeping shall not be permitted in certain specified areas between the hours of 2:00 a.m. to 6:00 a.m., as designated by the District's Event Operations Department. Usage of blowers shall not be permitted in certain specified areas between the hours of 10:00 p.m. and 5:00 a.m. One (1) sweeper is to be utilized as a back-up sweeper Monday through Thursday and as a third sweeper Friday through Sunday, if needed.

Contractor to perform nightly pressure washing of Main Mall and other areas as deemed necessary by the District during after-hours of the OC Fair (see Attachment B).

**Post-Fair**

The estimated number of people on the fairgrounds post-Fair during the break down week is approximately 1,100 per day.

Contractor to perform waste collection of all outdoor waste receptacles, rolling 2-cubic yard dumpster exchange out, rolling gray dumpsters and grounds venues during the breakdown of the OC Fair (see Attachments E).

Contractor to perform sweeping and pressure washing, as needed, to be determined by the District.

**b. Pacific Amphitheatre**

The Pacific Amphitheatre is an 8,200-seat concert venue. The venue will require a detailed venue clean-up prior to and after each event. The venue is only open to patrons during the event, and there will be nightly concerts throughout the OC Fair.

Contractor is responsible for pressure washing Pacific Amphitheatre every Monday during Fair Time. Contractor will perform a detailed cleaning of Pacific Amphitheatre in preparation of Fair opening and again post-Fair.



A list of 2018 Fair Time Pacific Amphitheatre events has been provided to give potential Contractors an understanding of the scope of work (see Attachment C).

**c. Action Sports Arena**

The Action Sports Arena is a 4,500-seat event venue. The venue will require a detailed venue clean-up both prior to and after each event. The venue is only open to patrons during the event. Throughout the OC Fair, there will be nightly events and, on selected days, there will be additional matinee events.

Contractor is responsible for pressure washing Action Sports Arena as needed during Fair Time. Contractor will perform a detailed cleaning of Action Sports Arena in preparation of Fair opening and again post-Fair.

A list of 2018 Fair Time Action Sports Arena events has been provided to give potential Contractors an understanding of the scope of work (see Attachment C).

**d. The Hangar**

The Hangar is a 23,000-square-foot concert and event venue. During the annual OC Fair, this venue will require light cleaning and trash pick-up, plus mechanized sweeping. Contractor will perform a detailed cleaning of The Hangar in preparation of Fair opening and again post-Fair. A list of 2018 events at The Hangar has been provided to give potential contractors an understanding of the scope of work (see Attachment C).

**e. Livestock**

Contractor shall provide sweeping services with one (1) sweeper to clean the Livestock area during the 2019 and 2020 OC Fairs. A 2018 OC Fair Livestock Sweeping Schedule has been provided to give potential Contractors an understanding of the Statement of Work (see Attachment D).

**f. Parking Lots**

Contractor will be responsible to provide sweeping services with two (2) sweepers to sweep and to hand-pick fence lines of parking lots and gates during the annual Fair (see Attachment F), including the following offsite parking facilities and surrounding neighborhoods, if necessary, as scheduled by District Management:

- OC Fair & Event Center Parking Lots
- Orange Coast College
- Costa Mesa High School
- Davis Elementary School
- Experian

During the OC Fair, Contractor's duties shall include dumping and re-lining parking lot trash cans.

**2. INTERIM EVENTS**

Contractor shall provide sweeping services of parking lots and outdoor grounds areas and venue clean-up of facilities and outdoor grounds areas for Interim Events (see Attachment A). There may be more or less dates that need service depending on the District's event schedule. Actual dates for service will be scheduled through the District's Event Operations Department.

The outdoor Market Place is an event located in the OC Fair & Event Center's parking Lot A (see Attachment F). The Market Place runs every Saturday and Sunday except during the OC Fair or on days of inclement weather. All work performed for the Market Place shall be invoiced separately than other services rendered for the OC Fair & Event Center.

**a. Pacific Amphitheatre**

During interim events, the venue will require a detailed clean-up prior to each and after each event. The venue is only open to patrons during the event. Contractor may be requested to pressure wash the Pacific Amphitheatre in support of Interim Events.

There are typically less than five (5) interim events held in the Pacific Amphitheatre each year. A few are reflected on the list of 2013 Interim Events, which has been provided to give potential Contractors an understanding of the scope of work (see Attachment A).

**b. Action Sports Arena**

During interim events, the Action Sports Arena will require a detailed venue clean-up prior to and after each event. The venue is only open to patrons during the event. Contractor is responsible for pressure washing the Action Sports Arena every other week during the year as scheduled by the District's Event Operations Department.

There are typically less than 20 interim events held in the Action Sports Arena. Most are International Speedway events, as reflected on the list of 2013 Interim Events, which has been provided to give potential Contractors an understanding of the scope of work (see Attachment A).

**c. The Hangar**

During interim events, The Hangar will require light cleaning and trash pick-up, plus mechanized sweeping.

**d. Interior Grounds**

The interior grounds consist of the OC Fair & Event Center property, including, but not limited to, all facilities and spaces located within areas as designated (see Attachment F).

**e. Parking Lots**

Contractor shall be responsible to provide sweeping services of OC Fair & Event Center parking lots as well as the following offsite parking facilities and surrounding neighborhoods, if necessary, as scheduled by District Management.

- OC Fair & Event Center Parking Lots
- Orange Coast College, Lot C
- Costa Mesa High School
- Davis Elementary School

Contractor shall sweep the parking lots, hand-pick fence lines of parking lots and gates, and perform waste collection services beginning at 4:00 p.m. following the Saturday and Sunday outdoor Market Place events. Sweeping and servicing the Market Place footprint will not be required on days it does not operate.

Contractor shall sweep the parking lots following events such as the International Speedway on Saturday nights and be complete prior to 4:00 a.m. on the following Sunday morning in preparation for the outdoor Market Place. A schedule of 2019 Interim Events has been provided to give potential Contractors an understanding of the scope of work (see Attachment A).

**f. Equestrian Center**

The Equestrian Center is a 7.5-acre parcel of land located immediately adjacent to the main Fair grounds. The District's Event Operations Department will provide instruction to the Contractor as to the services required for this area.

**g. Miscellaneous Events**

At the discretion of the District, additional events may be scheduled on an annual basis. Contractor will be expected to support these events as directed by District Management.

#### **h. Construction Projects**

On occasion, the District implements ongoing facility improvement construction projects. Contractor will be responsible for the occasional sweeping and pressure washing of construction areas, as scheduled by the District. Construction projects may result in a temporary or permanent facility layout change that affects the locations and/or sizes of the areas that need cleaning and/or sweeping. If a major construction project such as a parking structure alters the scope of the area to be cleaned and/or swept by the Contractor, a renegotiation of the contract in regard to the affected area only may occur. The allocation of services pertaining to any new structures shall be at the sole discretion of the District.

#### **i. Additional Services**

From time to time, the District may request additional services requiring Contractor to utilize a pressure washer, sweeper truck, or water truck in the venue for cleanup-services.



**Attachement "A"**

**2019 EVENT SUMMARY** (Potential Events)

January	# Event Days	Attendance
Gun Show	2	16,000
Winter Fest	6	10,000
Cheer Pros	2	3,000
Bride World	1	2,000
Guitar Show	2	2,000
Winter Sports Show	3	500
G300 Launch (Vanguard)	1	500
<b>January Total</b>	<b>17</b>	<b>34,000</b>

February	# Event Days	Attendance
Tet Festival	3	50,000
Gem Faire	3	2,500
OC First Robotics Competition	3	6,000
Great Train Expo	2	3,000
Pacific Coast Sport Fishing	1	1,200
Cargo ("TBD") Auto Research	5	250
Home Show	2	3,000
Fight Club OC	1	1,200
Goodwill Tournament	2	800
"TBD" Auto Research	2	150
San Juan High School Winter Formal	1	500
Palos Verdes High Winter Formal	1	500
Baby Date! or TBD	1	2,000
Carnival Midway Attractions (Tet)	-	-
<b>February Total</b>	<b>24</b>	<b>71,100</b>

March	# Event Days	Attendance
Musink	3	17,000
Gun Show	2	15,000
Classic Auto Show	2	15,000
Apartment Association	1	1,000
2nd City Video Tournament or TBD	2	1,000
Fight Club OC - Special Edition	1	1,200
Flying Miz Daisy	2	2,000
"TBD" Auto Research	3	150
OC Science & Engineering	1	1,000
OC Mixer	1	3,000
Hannah Woodward Wedding	1	150
<b>March Total</b>	<b>19</b>	<b>56,500</b>

April	# Event Days	Attendance
Pet Expo	3	46,000
The Inflatable Run or TBD	1	5,000
Fight Club OC	1	1,200
Sand Sports Super Swap	1	1,000
BMW Driving Program	4	50
Mazda In-Dealer Training	1	1,000
Sound Testing (Gary Hardesty)	-	-
Encounter 2018 (Vanguard)	1	1,000
OC Wine Society - Auction	1	150
OC Wine Society - BBQ	1	130
Vital Link	4	1,000
Imaginology	3	35,000
MIND Research Institute (In-Kind)	3	1,000
Dia del Nino	1	750
<b>April Total</b>	<b>25</b>	<b>93,280</b>

May	# Event Days	Attendance
OC Night Market	3	50,000
OC Marathon	3	25,000
Scottish Fest	2	14,800
Gem Faire	3	2,500
Speedway - Spring Classic/J Milne	1	3,000
Job Korea Hiring Fair	1	4,000
OCC Graduation	1	5,000
Capistrano Connections - Picnic	1	800
"TBD" HS Prom	1	800
SoCal Sanitary	1	500
"TBD" Wedding	1	150
"TBD" Wedding	1	150
Encounter God (Vanguard)	1	1,000
CF Family BBQ or TBD	1	100
<b>May Total</b>	<b>21</b>	<b>107,800</b>

June	# Event Days	Attendance
OC Night Market	3	48,000
Gun Show	2	11,000
Russo & Steele	3	1,500
Speedway - Harley Night	1	3,000
Flying Miz Daisy	2	2,000
Fight Club OC	1	1,200
Bride World	1	2,000
Speedway - Motocross	1	3,000
Truck Adventures (Make A Wish)	1	1,500
"TBD" Auto Research	2	150
Credit Union Car Sale	2	500
Apex ("TBD") Performance Event	3	250





## 2018 OC FAIR VENUE SCHEDULE Day Shift

Date	Promotions	Shift Start	Shift End	Estimated # of Employee Staff	Total Employee Hours	Estimated # of Lead Staff	Total Lead Hours	Estimated # of Supervisor Staff	Total Supervisor Hours	Estimated # of Total Hours
July 13, 2018	N/A	7:00 AM	3:30 PM	11	93.5	2	17	0	0	110.5
July 14, 2018	N/A	7:00 AM	3:30 PM	11	93.5	2	17	0	0	110.5
July 15, 2018	Opening Day One Free Hour 12-1pm Salute to So CA Heroes 12-6pm	11:00 AM	3:30 PM	14	63	2	9	1	4.5	76.5
July 14, 2018	N/A	9:00 AM	3:30 PM	14	91	2	13	1	6	110
July 15, 2018	N/A	9:00 AM	3:30 PM	14	91	2	13	1	6	110
July 16, 2018	Closed									0
July 17, 2018	Closed									0
July 18, 2018	N/A	11:00 AM	3:30 PM	11	49.5	2	9	0	0	58.5
July 19, 2018	Kids Day	11:00 AM	3:30 PM	11	49.5	2	9	0	0	58.5
July 20, 2018	Seniors Day	11:00 AM	3:30 PM	14	63	2	9	0	0	72
July 21, 2018	N/A	11:00 AM	3:30 PM	14	63	2	9	1	4.5	76.5
July 22, 2018	N/A	9:00 AM	3:30 PM	14	91	2	13	1	6	110
July 23, 2018	Closed									0
July 24, 2018	Closed									0
July 25, 2018	Canned Food Drive 12-6pm	11:00 AM	3:30 PM	11	49.5	2	9	0	0	58.5
July 26, 2018	Kids Day	11:00 AM	3:30 PM	11	49.5	2	9	0	0	58.5
July 27, 2018	Seniors Day	11:00 AM	3:30 PM	14	63	2	9	0	0	72
July 28, 2018	N/A	11:00 AM	3:30 PM	14	63	2	9	1	4.5	76.5
July 29, 2018	N/A	9:00 AM	3:30 PM	14	91	2	13	1	6	110
July 30, 2018	Closed									0
July 31, 2018	Closed									0
August 1, 2018	Book Drive 12-6pm	11:00 AM	3:30 PM	11	49.5	2	9	0	0	58.5
August 2, 2018	Kids Day	11:00 AM	3:30 PM	11	49.5	2	9	0	0	58.5
August 3, 2018	Seniors Day	11:00 AM	3:30 PM	14	63	2	9	0	0	72
August 4, 2018	N/A	11:00 AM	3:30 PM	14	63	2	9	1	4.5	76.5
August 5, 2018	N/A	9:00 AM	3:30 PM	14	91	2	13	1	6	110
August 6, 2018	Closed	9:00 AM	3:30 PM	14	91	2	13	1	6	110
August 7, 2018	Closed	7:00 AM	3:30 PM	11	93.5	2	17	0	0	110.5
August 8, 2018	N/A	7:00 AM	3:30 PM	11	93.5	2	17	0	0	110.5
August 9, 2018	Kids Day	7:00 AM	3:30 PM	11	93.5	2	17	0	0	110.5
August 10, 2018	Seniors Day	7:00 AM	3:30 PM	14	119	2	17	1	4.5	140.5
August 11, 2018	N/A	7:00 AM	3:30 PM	14	119	2	17	1	6	142
<b>TOTAL ESTIMATED HOURS - Day Shift</b>					<b>2,108.5</b>		<b>331</b>		<b>70.5</b>	<b>2,510</b>



## 2018 OC FAIR VENUE SCHEDULE Evening Shift

Date	Promotions	Shift Start	Shift End	Estimated # of Employee Staff	Total Employee Hours	Estimated # of Lead Staff	Total Lead Hours	Estimated # of Supervisor Staff	Total Supervisor Hours	Estimated Total Hours
July 11, 2018	N/A	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 12, 2018	N/A	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 13, 2018	Opening Day One Free Hour 12-1pm Salute to So CA Heroes 12-6pm	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 14, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 15, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 16, 2018	Closed									0
July 17, 2018	Closed									0
July 18, 2018	N/A	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 19, 2018	Kids Day	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 20, 2018	Seniors Day	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 21, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 22, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 23, 2018	Closed									0
July 24, 2018	Closed									0
July 25, 2018	Canned Food Drive 12-6pm	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 26, 2018	Kids Day	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 27, 2018	Seniors Day	3:30 PM	12:00 AM	18	153	2	17	0	0	170
July 28, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 29, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 30, 2018	Closed									0
July 31, 2018	Closed									0
August 1, 2018	Book Drive 12-6pm	3:30 PM	12:00 AM	14	119	2	17	0	0	136
August 2, 2018	Kids Day	3:30 PM	12:00 AM	14	119	2	17	0	0	136
August 3, 2018	Seniors Day	3:30 PM	12:00 AM	18	153	2	17	1	8	178
August 4, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
August 5, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
August 6, 2018	Closed									0
August 7, 2018	Closed									0
August 8, 2018	N/A	3:30 PM	12:00 AM	14	119	2	17	0	0	136
August 9, 2018	Kids Day	3:30 PM	12:00 AM	14	119	2	17	0	0	136
August 10, 2018	Seniors Day	3:30 PM	12:00 AM	18	153	2	17	1	8	178
August 11, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
<b>TOTAL ESTIMATED HOURS - Evening Shift</b>					<b>3,485</b>		<b>425</b>		<b>112</b>	<b>4,022</b>



## 2018 OC FAIR VENUE SCHEDULE Night Shift

Date	Promotions	Shift Start	Shift End	Estimated # of Employee Staff	Total Employee Hours	Estimated # of Lead Staff	Total Lead Hours	Estimated # of Supervisor Staff	Total Supervisor Hours	Estimated Total Hours
July 11, 2018	N/A	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 12, 2018	N/A	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 13, 2018	Opening Day One Free Hour 12-1pm Salute to So CA Heroes 12-6pm	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 14, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 15, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 16, 2018	Closed									0
July 17, 2018	Closed									0
July 18, 2018	N/A	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 19, 2018	Kids Day	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 20, 2018	Seniors Day	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 21, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 22, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 23, 2018	Closed									0
July 24, 2018	Closed									0
July 25, 2018	Canned Food Drive 12-6pm	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 26, 2018	Kids Day	3:30 PM	12:00 AM	14	119	2	17	0	0	136
July 27, 2018	Seniors Day	3:30 PM	12:00 AM	18	153	2	17	0	0	170
July 28, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 29, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
July 30, 2018	Closed									0
July 31, 2018	Closed									0
August 1, 2018	Book Drive 12-6pm	3:30 PM	12:00 AM	14	119	2	17	0	0	136
August 2, 2018	Kids Day	3:30 PM	12:00 AM	14	119	2	17	0	0	136
August 3, 2018	Seniors Day	3:30 PM	12:00 AM	18	153	2	17	1	8	178
August 4, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
August 5, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
August 6, 2018	Closed									0
August 7, 2018	Closed									0
August 8, 2018	N/A	3:30 PM	12:00 AM	14	119	2	17	0	0	136
August 9, 2018	Kids Day	3:30 PM	12:00 AM	14	119	2	17	0	0	136
August 10, 2018	Seniors Day	3:30 PM	12:00 AM	18	153	2	17	1	8	178
August 11, 2018	N/A	3:30 PM	12:00 AM	18	153	2	17	1	8	178
<b>TOTAL ESTIMATED HOURS - Evening Shift</b>					<b>3,485</b>		<b>425</b>		<b>112</b>	<b>4,022</b>



2018 PACIFIC AMPHITHEATRE SCHEDULE

DATE	TIME	PERFORMER
Wednesday, July 04, 2018	8:00	Pacific Symphony/Brass Transit-Music of Chicago
Saturday, July 07, 2018	7:00	El Fantasma / Voz De Mando / Kanales
Sunday, July 08, 2018	7:30	Straight No Chaser / Jon McLaughlin
Thursday, July 12, 2018	8:00	Frankie Valli / Pacific Symphony
Friday, July 13, 2018	7:00	RATT / Cinderella's Tom Keifer / Lynch Mob
Saturday, July 14, 2018	8:15	Trevor Noah
Sunday, July 15, 2018	8:00	Happy Together
Wednesday, July 18, 2018	7:30	Kool & The Gang / Village People
Thursday, July 19, 2018	7:00	Psychedelic Furs / -X- / The Fixx
Friday, July 20, 2018	7:30	Steve Martin / Martin Short
Saturday, July 21, 2018	7:30	Which One's Pink? DSOTM 45th Anniversary
Sunday, July 22, 2018	8:15	Jim Gaffigan
Wednesday, July 25, 2018	7:30	Roger Hodgson / Al Stewart
Thursday, July 26, 2018	7:00	Retro Futura
Friday, July 27, 2018	8:15	Earth, Wind & Fire
Saturday, July 28, 2018	7:00	America / Jefferson Starship
Sunday, July 29, 2018	7:30	Brett Eldredge / Honey County
Wednesday, August 01, 2018	7:30	Hunter Hayes / Runaway June / C. Anderson
Thursday, August 02, 2018	7:00	Rick Springfield / Loverboy / G Kihn / T Tutone
Friday, August 03, 2018	7:30	UB40 / Freddie McGregor
Saturday, August 04, 2018	8:00	The Fab Four - Yellow Submarine 50th Anniv
Sunday, August 05, 2018	7:30	Kabah / JNS / Maria Jose
Wednesday, August 08, 2018	7:30	TOTO / ASIA featuring John Payne
Thursday, August 09, 2018	7:30	Willie Nelson / Alison Krauss
Friday, August 10, 2018	5:30	Rebelution / Stephen Marley / Common Kings
Saturday, August 11, 2018	5:30	Rebelution / Stephen Marley / Common Kings
Sunday, August 12, 2018	6:30	Steve Miller Band / Peter Frampton
Thursday, August 16, 2018	7:30	Stray Cats / Cherry Poppin' Daddies
Friday, August 17, 2018	7:30	Stray Cats / The Paladins
Saturday, August 18, 2018	8:00	Pacific Symphony
Sunday, August 19, 2018	6:00	Ziggy Marley / The Green / John Heinrichs
Friday, August 24, 2018	6:00	Thievery Corporation / Steel Pulse / Simpkin
Saturday, August 25, 2018	7:30	Gavin DeGraw / Phillip Phillips / (David Rosales)
Saturday, September 08, 2018		Pacific Symphony



2018 THE HANGAR SCHEDULE

DATE	TIME	PERFORMER
Friday, July 13, 2018	8:30	Rumours (Fleetwood Mac)
Saturday, July 14, 2018	8:30	Dead Man's Party (Oingo Boingo)
Sunday, July 15, 2018	7:15	Firefall / Poco
Wednesday, July 18, 2018	8:30	Elton Early Years - GYBR Anniversary
Thursday, July 19, 2018	8:30	Simple Man (Lynyrd Skynyrd)
Friday, July 20, 2018	8:30	Freedom (George Michael)
Saturday, July 21, 2018	7:15	Surrender / 4NR (Cheap Trick / Foreigner)
Sunday, July 22, 2018	8:30	Foghat
Wednesday, July 25, 2018	8:30	Queen Nation (Queen)
Thursday, July 26, 2018	8:30	Hotel California (The Eagles)
Friday, July 27, 2018	8:30	Journey Unauthorized (Journey)
Saturday, July 28, 2018	8:30	Zeppelin Live (Led Zeppelin)
Sunday, July 29, 2018	8:30	Ozomatli
Wednesday, August 01, 2018	8:30	I Am King (Michael Jackson)
Thursday, August 02, 2018	7:15	Paradise City (GNR) / Noise Pollution (AC/DC)
Friday, August 03, 2018	8:30	BOSTYX (Boston & Styx)
Saturday, August 04, 2018	8:30	Turn The Page (Bob Seger)
Sunday, August 05, 2018	1:30	Mariachi Sol de Mexico
Sunday, August 05, 2018	6:30	Mariachi Sol de Mexico
Sunday, August 05, 2018	8:30	Mariachi Sol de Mexico Replay
Wednesday, August 08, 2018	8:30	Wild Child (The Doors)
Thursday, August 09, 2018	7:15	Totally Go-Go's (Go-Go's) / Idol X (Billy Idol)
Friday, August 10, 2018	7:15	Devotional (Depeche Mode) / Hollywood Erasure
Saturday, August 11, 2018		iBUYPOWER GameFest
Sunday, August 12, 2018		iBUYPOWER GameFest



**2018 ACTION SPORTS ARENA SCHEDULE**

<b>DATE</b>	<b>EVENT</b>
Friday, July 13, 2018	X-Treme Freestyle Moto-X
Saturday, July 14, 2018	Speedway Fair Derby
Sunday, July 15, 2018	SummerFist
Wednesday, July 18, 2018	Daredevils and Wheels
Thursday, July 19, 2018	Daredevils and Wheels
Friday, July 20, 2018	Daredevils and Wheels
Saturday, July 21, 2018	Daredevils and Wheels
Saturday, July 21, 2018	Daredevils and Wheels
Sunday, July 22, 2018	Daredevils and Wheels
Sunday, July 22, 2018	Daredevils and Wheels
Wednesday, July 25, 2018	Monster Trucks
Thursday, July 26, 2018	Monster Trucks
Friday, July 27, 2018	Monster Trucks
Saturday, July 28, 2018	Monster Trucks
Saturday, July 28, 2018	Monster Trucks
Sunday, July 29, 2018	Monster Trucks
Sunday, July 29, 2018	Monster Trucks
Wednesday, August 01, 2018	Extreme Rodeo
Thursday, August 02, 2018	Broncs & Bulls
Friday, August 03, 2018	Extreme Rodeo
Saturday, August 04, 2018	Broncs & Bulls
Sunday, August 05, 2018	Fiesta del Charro
Wednesday, August 08, 2018	Motor Home Demo Derby
Thursday, August 09, 2018	Crush Demo Derby
Friday, August 10, 2018	Damsels Demo Derby
Saturday, August 11, 2018	Terrible Trucks Demo Derby
Saturday, August 11, 2018	Motor Home Demo Derby
Sunday, August 12, 2018	Crush Demo Derby



## 2018 OC FAIR LIVESTOCK SWEEPING SCHEDULE

Date	Start Time	Estimated # of Staff	Estimated # of Leads	Estimated # of Supervisors	Estimated Shift Duration
Friday, July 13, 2018	10:30 AM	4	1	0	4 Hours
Saturday, July 14, 2018	9:00 AM	4	1	0	4 Hours
Sunday, July 15, 2018	9:00 AM	4	1	0	4 Hours
Monday, July 16, 2018	Not Needed - Closed				
Tuesday, July 17, 2018	Not Needed - Closed				
Wednesday, July 18, 2018	8:30 AM (Friends of Fair)	4	1	0	4 Hours
Thursday, July 19, 2018	10:30 AM	4	1	0	4 Hours
Friday, July 20, 2018	10:30 AM	4	1	0	4 Hours
Saturday, July 21, 2018	8:00 AM (Auction Day)	4	1	0	4 Hours
Sunday, July 22, 2018	9:00 AM	4	1	0	4 Hours
Monday, July 23, 2018	Not Needed - Closed				
Tuesday, July 24, 2018	Not Needed - Closed				
Wednesday, July 25, 2018	10:30 AM	4	1	0	4 Hours
Thursday, July 26, 2018	10:30 AM	4	1	0	4 Hours
Friday, July 27, 2018	10:30 AM	4	1	0	4 Hours
Saturday, July 28, 2018	9:00 AM	4	1	0	4 Hours
Sunday, July 29, 2018	9:00 AM	4	1	0	4 Hours
Monday, July 30, 2018	7:00 AM - Swine Tent only	2	0	0	2 Hours
Tuesday, July 31, 2018	Not Needed - Closed				
Wednesday, August 1, 2018	10:30 AM	4	1	0	4 Hours
Thursday, August 2, 2018	10:30 AM	4	1	0	4 Hours
Friday, August 3, 2018	10:30 AM	4	1	0	4 Hours
Saturday, August 4, 2018	9:00 AM	4	1	0	4 Hours
Sunday, August 5, 2018	9:30 AM (OC Marathon begins at 7:30 AM)	4	1	0	4 Hours
Monday, August 6, 2018	Not Needed - Closed				
Tuesday, August 7, 2018	Not Needed - Closed				
Wednesday, August 8, 2018	10:30 AM	4	1	0	4 Hours
Thursday, August 9, 2018	10:30 AM	4	1	0	4 Hours
Friday, August 10, 2018	10:30 AM	4	1	0	4 Hours
Saturday, August 11, 2018	9:00 AM	4	1	0	4 Hours
Sunday, August 12, 2018	9:00 AM	4	1	0	4 Hours



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: Various  
5314-33-00000, 5312-20-00000, 5312-05-00000, 5314-63-00000

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted at the conclusion of each month in which services were rendered.

Invoices must include Acct. code as referenced below.

All invoices are to be itemized and contain the District's Purchase Order number 49076. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626





**FINANCIAL PROPOSAL BID FORM**  
**IFB NUMBER WC-02-19**  
**BIDDER: Lopez Works Inc.**

The "Financial Proposal Bid Form" will be used to determine the "not to exceed" amount of the contract.

<b>Parking Lot Sweeping</b>					
<b>April 1, 2019 - March 31, 2020</b>					
Event	Estimated # of Days	x	Flat Rate per Area - Rate per Day	=	Total Cost
Parking Lot A	147	x	\$1,275.00	=	187,425.00
Parking Lot B	147	x	\$100.00	=	14,700.00
Parking Lot C	147	x	\$100.00	=	14,700.00
Parking Lot D	147	x	\$100.00	=	14,700.00
Parking Lot E	147	x	\$100.00	=	14,700.00
Parking Lot F	147	x	\$100.00	=	14,700.00
Parking Lot G	147	x	\$100.00	=	14,700.00
Parking Lot H	147	x	\$100.00	=	14,700.00
Parking Lot I	147	x	\$100.00	=	14,700.00
Parking Lot J (Family Fun Zone)	105	x	\$100.00	=	10,500.00
Interior Grounds	84	x	\$425.00	=	35,700.00
Livestock	40	x	\$225.00	=	9,000.00
Equestrian Center	13	x	\$175.00	=	2,275.00
Costa Mesa High School	26	x	\$375.00	=	9,750.00
Orange Coast College	26	x	\$400.00	=	10,400.00
Davis School	68	x	\$375.00	=	25,500.00
Experian Lot	24	x	\$225.00	=	5,400.00
<b>Total/Average Hourly Rate</b>	<b>1,709</b>	<b>x</b>	<b>\$241.98</b>	<b>=</b>	<b>413,550.00</b>

<b>Parking Lot Sweeping</b>					
<b>April 1, 2020 - March 31, 2021</b>					
Event	Estimated # of Days	x	Flat Rate per Area - Rate per Day	=	Total Cost
Parking Lot A	154	x	\$1,275.00	=	196,350.00
Parking Lot B	154	x	\$100.00	=	15,400.00
Parking Lot C	154	x	\$100.00	=	15,400.00
Parking Lot D	154	x	\$100.00	=	15,400.00
Parking Lot E	154	x	\$100.00	=	15,400.00
Parking Lot F	154	x	\$100.00	=	15,400.00
Parking Lot G	154	x	\$100.00	=	15,400.00
Parking Lot H	154	x	\$100.00	=	15,400.00
Parking Lot I	154	x	\$100.00	=	15,400.00
Parking Lot J (Family Fun Zone)	110	x	\$100.00	=	11,000.00
Interior Grounds	88	x	\$425.00	=	37,400.00
Livestock	42	x	\$225.00	=	9,450.00



Equestrian Center	14	x	\$175.00	=	2,450.00
Costa Mesa High School	27	x	\$375.00	=	10,125.00
Orange Coast College	27	x	\$400.00	=	10,800.00
Davis School	71	x	\$375.00	=	26,625.00
Experian Lot	25	x	\$225.00	=	5,625.00
Total/Average Hourly Rate	1,790	x	\$241.91	=	433,025.00

**Parking Lot Sweeping  
 April 1, 2021 - March 31, 2022**

Event	Estimated # of Days	x	Flat Rate per Area - Rate per Day	=	Total Cost
Parking Lot A	162	x	\$1,275.00	=	206,550.00
Parking Lot B	162	x	\$100.00	=	16,200.00
Parking Lot C	162	x	\$100.00	=	16,200.00
Parking Lot D	162	x	\$100.00	=	16,200.00
Parking Lot E	162	x	\$100.00	=	16,200.00
Parking Lot F	162	x	\$100.00	=	16,200.00
Parking Lot G	162	x	\$100.00	=	16,200.00
Parking Lot H	162	x	\$100.00	=	16,200.00
Parking Lot I	162	x	\$100.00	=	16,200.00
Parking Lot J (Family Fun Zone)	115	x	\$100.00	=	11,500.00
Interior Grounds	92	x	\$425.00	=	39,100.00
Livestock	44	x	\$225.00	=	9,900.00
Equestrian Center	15	x	\$175.00	=	2,625.00
Costa Mesa High School	28	x	\$375.00	=	10,500.00
Orange Coast College	28	x	\$400.00	=	11,200.00
Davis School	75	x	\$375.00	=	28,125.00
Experian Lot	26	x	\$225.00	=	5,850.00
Total/Average Hourly Rate	1,881	x	\$241.87	=	454,950.00

**Parking Lot Sweeping  
 April 1, 2022 - March 31, 2023**

Event	Estimated # of Days	x	Flat Rate per Area - Rate per Day	=	Total Cost
Parking Lot A	170	x	\$1,275.00	=	216,750.00
Parking Lot B	170	x	\$125.00	=	21,250.00
Parking Lot C	170	x	\$125.00	=	21,250.00
Parking Lot D	170	x	\$125.00	=	21,250.00
Parking Lot E	170	x	\$125.00	=	21,250.00
Parking Lot F	170	x	\$125.00	=	21,250.00
Parking Lot G	170	x	\$125.00	=	21,250.00
Parking Lot H	170	x	\$125.00	=	21,250.00
Parking Lot I	170	x	\$125.00	=	21,250.00
Parking Lot J (Family Fun Zone)	120	x	\$125.00	=	15,000.00
Interior Grounds	93	x	\$450.00	=	41,850.00
Livestock	46	x	\$250.00	=	11,500.00



Equestrian Center	16	x	\$200.00	=	3,200.00
Costa Mesa High School	29	x	\$400.00	=	11,600.00
Orange Coast College	29	x	\$425.00	=	12,325.00
Davis School	79	x	\$400.00	=	31,600.00
Experian Lot	27	x	\$250.00	=	6,750.00
Total/Average Hourly Rate	1,969	x	\$264.39	=	520,575.00

<b>Parking Lot Sweeping</b>					
<b>April 1, 2023 - March 31, 2024</b>					
Event	Estimated # of Days	x	Flat Rate per Area - Rate per Day	=	Total Cost
Parking Lot A	179	x	\$1,275.00	=	228,225.00
Parking Lot B	179	x	\$125.00	=	22,375.00
Parking Lot C	179	x	\$125.00	=	22,375.00
Parking Lot D	179	x	\$125.00	=	22,375.00
Parking Lot E	179	x	\$125.00	=	22,375.00
Parking Lot F	179	x	\$125.00	=	22,375.00
Parking Lot G	179	x	\$125.00	=	22,375.00
Parking Lot H	179	x	\$125.00	=	22,375.00
Parking Lot I	179	x	\$125.00	=	22,375.00
Parking Lot J (Family Fun Zone)	125	x	\$125.00	=	15,625.00
Interior Grounds	98	x	\$450.00	=	44,100.00
Livestock	48	x	\$250.00	=	12,000.00
Equestrian Center	17	x	\$200.00	=	3,400.00
Costa Mesa High School	31	x	\$400.00	=	12,400.00
Orange Coast College	31	x	\$425.00	=	13,175.00
Davis School	83	x	\$400.00	=	33,200.00
Experian Lot	28	x	\$250.00	=	7,000.00
Total/Average Hourly Rate	2,072	x	\$264.54	=	548,125.00

<b>Parking Lot Sweeping</b>					
<b>TOTAL FIVE YEARS - April 1, 2019 - March 31, 2024</b>					
Event	Estimated # of Days	x	Flat Rate per Area - Rate per Day	=	Total Cost
Parking Lot A	812	x	\$1,275.00	=	1,035,300.00
Parking Lot B	812	x	\$110.75	=	89,925.00
Parking Lot C	812	x	\$110.75	=	89,925.00
Parking Lot D	812	x	\$110.75	=	89,925.00
Parking Lot E	812	x	\$110.75	=	89,925.00
Parking Lot F	812	x	\$110.75	=	89,925.00
Parking Lot G	812	x	\$110.75	=	89,925.00
Parking Lot H	812	x	\$110.75	=	89,925.00
Parking Lot I	812	x	\$110.75	=	89,925.00
Parking Lot J (Family Fun Zone)	575	x	\$110.65	=	63,625.00
Interior Grounds	455	x	\$435.49	=	198,150.00
Livestock	220	x	\$235.68	=	51,850.00



Equestrian Center	75	x	\$186.00	=	13,950.00
Costa Mesa High School	141	x	\$385.64	=	54,375.00
Orange Coast College	141	x	\$410.64	=	57,900.00
Davis School	376	x	\$385.77	=	145,050.00
Experian Lot	130	x	\$235.58	=	30,625.00
Total/Average Hourly Rate	9,421	x	\$251.59	=	2,370,225.00

**FINANCIAL PROPOSAL BID FORM**

**30.5**

**BIDDER: Lopez Works Inc.**

The "Financial Proposal Bid Form" will be used to determine the "not to exceed" amount of the contract.

"Estimated # of Service Hours" for Waste Collection and Venue Clean Up Services is an estimate. Additional days and hours in excess of those reflected will result in an amendment to the contract. Billing invoices shall reflect actual hours serviced at the rate indicated on the "Financial Proposal Bid Form."

<b>Waste Collection &amp; Venue Clean Up Services</b>					
<b>April 1, 2019 - March 31, 2020</b>					
Personnel	Estimated # of Service Hours	x	Rate per Hour	=	Total Cost
Employee Services	18,000	x	\$19.00	=	342,000.00
Lead Services	3,000	x	\$30.00	=	90,000.00
Supervisor Services	500	x	\$30.00	=	15,000.00
Pressure Washer w/Operator	1,800	x	\$120.00	=	216,000.00
Sweeper Truck w/Operator	200	x	\$95.00	=	19,000.00
Water Truck w/Operator	60	x	\$80.00	=	4,800.00
Total/Average Hourly Rate	23,560	x	\$29.15	=	686,800.00

<b>Waste Collection &amp; Venue Clean Up Services</b>					
<b>April 1, 2020 - March 31, 2021</b>					
Personnel	Estimated # of Service Hours	x	Rate per Hour	=	Total Cost
Employee Services	18,500	x	\$20.00	=	370,000.00
Lead Services	3,100	x	\$30.00	=	93,000.00
Supervisor Services	600	x	\$30.00	=	18,000.00
Pressure Washer w/Operator	2,000	x	\$120.00	=	240,000.00
Sweeper Truck w/Operator	250	x	\$95.00	=	23,750.00
Water Truck w/Operator	70	x	\$80.00	=	5,600.00
Total/Average Hourly Rate	24,520	x	\$30.60	=	750,350.00

<b>Waste Collection &amp; Venue Clean Up Services</b>					
<b>April 1, 2021 - March 31, 2022</b>					
Personnel	Estimated # of Service Hours	x	Rate per Hour	=	Total Cost
Employee Services	19,000	x	\$22.00	=	418,000.00



Lead Services	3,200	x	\$35.00	=	112,000.00
Supervisor Services	700	x	\$35.00	=	24,500.00
Pressure Washer w/Operator	2,200	x	\$120.00	=	264,000.00
Sweeper Truck w/Operator	300	x	\$100.00	=	30,000.00
Water Truck w/Operator	80	x	\$85.00	=	6,800.00
Total/Average Hourly Rate	25,480	x	\$33.57	=	855,300.00

**Waste Collection & Venue Clean Up Services  
 April 1, 2022 - March 31, 2023**

Personnel	Estimated # of Service Hours	x	Rate per Hour	=	Total Cost
Employee Services	19,500	x	\$23.00	=	448,500.00
Lead Services	3,300	x	\$35.00	=	115,500.00
Supervisor Services	800	x	\$35.00	=	28,000.00
Pressure Washer w/Operator	2,400	x	\$125.00	=	300,000.00
Sweeper Truck w/Operator	350	x	\$105.00	=	36,750.00
Water Truck w/Operator	90	x	\$85.00	=	7,650.00
Total/Average Hourly Rate	26,440	x	\$35.42	=	936,400.00

**Waste Collection & Venue Clean Up Services  
 April 1, 2023 - March 31, 2024**

Personnel	Estimated # of Service Hours	x	Rate per Hour	=	Total Cost
Employee Services	20,000	x	\$24.00	=	480,000.00
Lead Services	3,400	x	\$35.00	=	119,000.00
Supervisor Services	900	x	\$35.00	=	31,500.00
Pressure Washer w/Operator	2,600	x	\$125.00	=	325,000.00
Sweeper Truck w/Operator	400	x	\$105.00	=	42,000.00
Water Truck w/Operator	100	x	\$85.00	=	8,500.00
Total/Average Hourly Rate	27,400	x	\$36.72	=	1,006,000.00

**Waste Collection & Venue Clean Up Services  
 TOTAL FIVE YEARS - April 1, 2019 - March 31, 2024**

Personnel	Estimated # of Service Hours	x	Rate per Hour	=	Total Cost
Employee Services	95,000	x	\$21.67	=	2,058,500.00
Lead Services	16,000	x	\$33.09	=	529,500.00
Supervisor Services	3,500	x	\$33.43	=	117,000.00
Pressure Washer w/Operator	11,000	x	\$122.27	=	1,345,000.00
Sweeper Truck w/Operator	1,500	x	\$101.00	=	151,500.00
Water Truck w/Operator	400	x	\$83.38	=	33,350.00
Total/Average Hourly Rate	127,400	x	\$33.24	=	4,234,850.00

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital

status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-



**EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION**

**OC Fair & Event Center  
Megan’s Law Screening Certification and Listing**

**This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.**

**Company/Organization Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Contact Telephone :** \_\_\_\_\_

**Type of Company/Organization Contractor Consultant Concessionaire**  
**(Circle one): Entertainer Exhibitor Volunteer**

**Other/Explanation if Needed:** \_\_\_\_\_

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative’s Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**\*\*\*OC Fair Staff & Event Center – Please submit completed forms to the Human Resources Department\*\*\***





AGREEMENT NUMBER <b>SA-116-19YR</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**COMMERCIAL CLEANING SYSTEMS**

2. The term of this Agreement is: **04/01/2019** through **03/31/2021** **FED ID: 90-1037091**  
**With three (3) one (1) year option (4/1/21-3/31/22) (4/1/22-3/31/23) (4/1/23-3/31/24)**

3. The maximum amount of this Agreement is: **\$1,457,172.15; \$4,259,496.25 inclusion option years**  
**2019-\$685,487.47; 2020-\$771,684.68; \$2021-\$861,428.20; 2022-\$939,557.22; 2023-\$1,001,338.68**

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 – **Contractor to provide supplemental facility & venue attendant services to the OC Fair & Event Center. Additional Scope of Work on pages 2-20.** Pages 1 – 20

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 21-22

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 23-25

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 26-29


Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 30-32

Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement) Pages 33-34

*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>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COMMERCIAL CLEANING SYSTEMS</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Dana A. Holladay, Senior Vice President</b>		
ADDRESS <b>3001 Red Hill Avenue, Building 6-220, Costa Mesa, CA 92626</b> <b>Phone: 949.261.1234, email: DHolladay@commercialcleaningsystems.com</b>		
<b>STATE OF CALIFORNIA</b>		<input type="checkbox"/> Exempt per:
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		



## EXHIBIT A – SCOPE OF WORK

### CONTRACT REPRESENTATIVES

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Jerry Eldridge, Director of Operations**  
**714-708-1578**

**Commercial Cleaning Systems**  
**Dana Holladay, Senior Vice President**  
**Phone: 949.261.1234, email: DHolladay@commercialcleaningsystems.com**

1. The District's Invitation For Bid (IFB) Supplemental Facility & Venue Attendant Services released February 21, 2019, is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made a part of this agreement.
2. The Contractor proposal for Supplemental Facility & Venue Attendant Services, dated March 5, 2019 is on file in the Office of the 32nd District Agricultural Association, and is incorporated herein by reference and made part of this agreement.
3. The District reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.
4. **Scope of Work:**

Services shall include, but not be limited to, cleaning and maintaining District restrooms, buildings, and performance venues in preparation for, during, and subsequent to events held on District property.

Contractor shall provide all equipment and materials necessary to perform duties. The District will provide consumable paper products, waste receptacles, plastic waste receptacle sleeves and liners, liquid hand soap used in the restroom facilities, rolling two (2)-cubic yard dumpsters and rolling gray dumpsters. The District cannot guarantee a minimum and/or maximum number of hours and/or days. All scheduling of Contractor's services will be determined and managed by the District's Event Operations Department.

Contractor shall provide supplemental facility and venue attendant services at a contracted hourly rate for the duration of the contract per the Financial Proposal Bid Form.

Contractor shall provide a determined number of staff for each event. The District will determine the number of staff the Contractor will provide and hours of operation for any given event a minimum of one (1) week in advance of the event.

## **A. EVENTS AND ACTIVITIES**

In addition to the District's two (2) self-produced annual events, OC Fair and Imaginology, the District hosts over 150 various types of events each year, including trade shows, festivals, animal shows, entertainment, sporting events, craft fairs and non-public events such as corporate parties, market research studies and consumer trade shows. The estimated number of patrons per event range from 50 to 90,000. Attendance varies depending on weather, event and day of the week.

### **1. Interim Events**

Contractor is responsible for providing cleaning, stocking and maintenance of restrooms and venues for interim events prior to opening and during open hours of each event. Contractor may be required to prepare and stock restroom and venue facilities during post-hours of events when events are multiple days or when there is a substantial amount of debris or usage. Contractor to clean and maintain floors, empty and reline waste



receptacles and ashtrays, exchange out rolling dumpsters, clean glass doors, windows, door handles, picnic tables and benches in restrooms and venue facilities one (1) hour prior to opening and during open hours of each event.

For interim events, facility and venue restrooms will require a detailed cleaning prior to and after each event. Contractor shall deploy fixed staff at specified locations as assigned by the District. One (1) fixed attendant of each gender shall remain in high-traffic restroom(s) during open hours to facilitate efficient customer use, as determined necessary by the District. At no time will the restroom be unstaffed. If there is a need for a shift change or breaks for staff, Contractor will have staff to cover. Contractor shall pick up trash in the immediate area outside of restroom and/or building facilities. During large-scale events, Contractor shall assist District grounds attendants with picking up trash, as determined necessary by the District.

Contractor shall maintain rolling dumpsters around perimeter of each event and submit a count of dumpsters per event, per day, on a separate layout sheet to the District's Event Operations Department after each event. During events with large attendance, Contractor will not be permitted to utilize an electric cart to exchange rolling dumpsters. Exchanges will be required to be performed manually.

Contractor shall provide a minimum of one (1) lead representative at each event. Contractor may be required to provide additional lead and/or supervisor representatives for larger events. The District's Event Operations Department shall provide Contractor with an Information Sheet at least one (1) week prior to each event. Contractor or Contractor's representative will communicate with the District's Event Operations Department on a weekly basis for any updates and/or changes. There may be additional dates that need service depending on total event schedule. These extra dates will be scheduled through the District's Event Operations Department.

Contractor and employees will be instructed where to park for each event.

Attachment A has been provided to show staffing requirements for 2018 interim events and should be used as a basis for determining 2019 estimates.

## 2. OC Fair

The OC Fair is open to the public and currently runs for twenty-three (23) days, utilizing the entire property. The 2019 OC Fair takes place from July 13, 2019 through August 11, 2019. The OC Fair is closed Mondays and Tuesdays; however, cleaning services are required on those days as outlined in Attachment B.

The estimated number of people on the fairgrounds pre-Fair during the set-up week is approximately 3,000+ per day. The estimated attendance during Fair Time is approximately 1,400,000 patrons over twenty-three (23) days. The average attendance per day is approximately 60,000 patrons. Weekday attendance could be as low as 40,000 patrons per day and weekend attendance could be 80,000 patrons or more per day. Attendance varies depending on weather, entertainment, promotions and day of the week. The estimated number of people on the fairgrounds post-Fair during the break down week is approximately 2,000+ per day.

Within the OC Fair footprint there are three (3) major performance venues which hold a variety of nightly shows. Some venues hold daytime and matinee performances. Venue capacities are as follows:

- Pacific Amphitheatre – 8,200 seat concert venue
- Action Sports Arena – 4,500 seat event venue
- The Hangar – 23,000 square feet concert and event venue

Contractor is responsible for the following performance components, including, but not limited to:

- a. Contractor will provide facility and venue attendant services to maintain all restrooms and building interiors (see Attachments A and B) up to one (1) hour prior to the opening of the OC Fair each day, during open hours, and up to one (1) hour after the close of the OC Fair and entertainment venues as directed by the District.
- b. Contractor shall clean, stock and maintain all restroom facilities.
- c. Contractor shall maintain building floors, clean-up spills, clean glass doors, and empty and reline waste receptacles.



- d. Contractor shall deploy fixed staff to remain in high-traffic restroom(s) and building interiors, as determined necessary by the District.
- e. Contractor shall deploy roaming staff to clean less-frequented restrooms and buildings as well as provide coverage for fixed staff that may be on break in order to ensure continuous coverage.
- f. Contractor shall pick up trash in the immediate area outside of restroom and/or building facilities.

The estimated 2019 shift schedules (see Attachments D and E) have been provided to give potential Contractors an understanding of the District's facility and venue attendant staffing projections.

## **B. OTHER SERVICES**

Should it be determined that additional services are needed beyond the scope of this IFB, but related to Contractor's performance areas, Contractor shall provide those services at the fixed hourly rate provided on the Financial Proposal Bid Form for the personnel utilized to perform the work. The 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, reserves the right to decline services for any event or part of an event.



32<sup>nd</sup> District Agricultural Association

OC Fair & Event Center

2019 TENTATIVE & ESTIMATED INTERIM EVENTS SCHEDULE

**2019 EVENT SUMMARY (Potential Events)**

January	# Event Days	Attendance
Gun Show	2	16,000
Winter Fest	6	10,000
Cheer Pros	2	3,000
Bride World	1	2,000
Guitar Show	2	2,000
Winter Sports Show	3	500
G300 Launch (Vanguard)	1	500
<b>January Total</b>	<b>17</b>	<b>34,000</b>

February	# Event Days	Attendance
Tet Festival	3	50,000
Gem Faire	3	2,500
OC First Robotics Competition	3	6,000
Great Train Expo	2	3,000
Pacific Coast Sport Fishing	1	1,200
Cargo ("TBD") Auto Research	5	250
Home Show	2	3,000
Fight Club OC	1	1,200
Goodwill Tournament	2	800
"TBD" Auto Research	2	150
San Juan High School Winter Formal	1	500
Palos Verdes High Winter Formal	1	500
Baby Date! or TBD	1	2,000
Carnival Midway Attractions (Tet)	-	-
<b>February Total</b>	<b>24</b>	<b>71,100</b>

March	# Event Days	Attendance
Musink	3	17,000
Gun Show	2	15,000
Classic Auto Show	2	15,000
Apartment Association	1	1,000
2nd City Video Tournament or TBD	2	1,000
Fight Club OC - Special Edition	1	1,200
Flying Miz Daisy	2	2,000



"TBD" Auto Research	3	150
OC Science & Engineering	1	1,000
OC Mixer	1	3,000
Hannah Woodward Wedding	1	150
<b>March Total</b>	<b>19</b>	<b>56,500</b>

<b>April</b>	<b># Event Days</b>	<b>Attendance</b>
Pet Expo	3	46,000
The Inflatable Run or TBD	1	5,000
Fight Club OC	1	1,200
Sand Sports Super Swap	1	1,000
BMW Driving Program	4	50
Mazda In-Dealer Training	1	1,000
Sound Testing (Gary Hardesty)	-	-
Encounter 2018 (Vanguard)	1	1,000
OC Wine Society - Auction	1	150
OC Wine Society - BBQ	1	130
Vital Link	4	1,000
Imaginology	3	35,000
MIND Research Institute (In-Kind)	3	1,000
Dia del Nino	1	750
<b>April Total</b>	<b>25</b>	<b>93,280</b>

<b>May</b>	<b># Event Days</b>	<b>Attendance</b>
OC Night Market	3	50,000
OC Marathon	3	25,000
Scottish Fest	2	14,800
Gem Faire	3	2,500
Speedway - Spring Classic/J Milne	1	3,000
Job Korea Hiring Fair	1	4,000
OCC Graduation	1	5,000
Capistrano Connections - Picnic	1	800
"TBD" HS Prom	1	800
SoCal Sanitary	1	500
"TBD" Wedding	1	150
"TBD" Wedding	1	150
Encounter God (Vanguard)	1	1,000
CF Family BBQ or TBD	1	100
<b>May Total</b>	<b>21</b>	<b>107,800</b>

<b>June</b>	<b># Event Days</b>	<b>Attendance</b>
OC Night Market	3	48,000
Gun Show	2	11,000



Russo & Steele	3	1,500
Speedway - Harley Night	1	3,000
Flying Miz Daisy	2	2,000
Fight Club OC	1	1,200
Bride World	1	2,000
Speedway - Motocross	1	3,000
Truck Adventures (Make A Wish)	1	1,500
"TBD" Auto Research	2	150
Credit Union Car Sale	2	500
Apex ("TBD") Performance Event	3	250
"TBD" Grad Night	1	500
<b>June Total</b>	<b>23</b>	<b>74,600</b>

<b>July</b>	<b># Event Days</b>	<b>Attendance</b>
Crowing & Moring CO Picnic	1	250
Interplex Nascal Co	1	250
PRM Employee Picnic	1	250
CBIZ MHM Co Picnic	1	250
Passco Co Picnic	1	250
Alpha Technical Services Co Picnic	1	250
DCSE Inc Co Lunch	1	250
Bonas Co Picnic	1	250
Roland DGA Corp Picnic	1	250
Hyundai Glovis Picnic	1	250
Griswold Co Picnic	1	250
GST Co Picnic	1	250
LACF Film Shoot	1	40
<b>July Total</b>	<b>13</b>	<b>3,040</b>

<b>August</b>	<b># Event Days</b>	<b>Attendance</b>
OC Night Market	3	41,000
Gun Show	2	11,500
Gem Faire	3	2,500
Speedway - Harley Night #2	1	3,000
Guitar Show	2	2,000
Fight Club OC	1	1,200
"TBD" Fair Time Film Shoot	1	20
Shakey's Co Picnic	1	250
YPO Cal Coast Day Picnic	1	250
Insperity Co Picnic	1	250
Ease, Inc Co Picnic	1	250
Gallo Winery Co Picnic	1	250
OC Fun Run	1	3,000
<b>August Total</b>	<b>19</b>	<b>65,470</b>





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September	# Event Days	Attendance
Sand Sports Super Show	3	27,900
Labor Day Cruise	2	4,000
Cruisin' For A Cure	1	9,100
All Hands' Summit (Healthcare Mtg)	2	12,000
Malibu Kennel Club	2	2,000
Endurocross (During SSSS)	1	5,000
Harvest Festival	3	1,800
Quilt&Sewing/Rusty Barn	3	2,700
Flying Miz Daisy	2	2,000
Speedway Nat'l Championship	1	3,000
Speedway - Bonanza/Juniors	1	3,000
Speedway - Knobby Night	1	3,000
Capistrano Connections BOY Picnic	1	800
"TBD" Wedding	1	150
OC Wine Society - Mgmt Meeting	1	130
<b>September Total</b>	<b>25</b>	<b>76,580</b>

October	# Event Days	Attendance
SoCal VegFest	2	20,000
"TBD" Halloween Event	3	15,000
OC Japan Fair	3	10,000
Gem Faire	3	2,500
"TBD" Auto Research	4	500
Christmas Company	3	5,000
Yu-Gi-Oh Championship Series	2	2,500
Speedway - Harley Night Finals	1	3,000
Home Show	2	3,000
"TBD" Auto Research	4	400
Speedway - National Championships	1	3,000
Fight Club OC	1	1,200
NeoConnect (DesignConnect)	1	600
NMUSD College Night	1	1,500
"TBD" Wedding	1	125
OC Wine Society - Oktoberween	1	150
Costa Mesa Public Safety BBQ	1	100
CF Family BBQ or TBD	1	100
Haunted Halloween HH Fundraiser	1	350
<b>October Total</b>	<b>36</b>	<b>69,025</b>

November	# Event Days	Attendance
The Big Adventure (Synergy)	2	12,000





July 17, 2018	Closed									
July 18, 2018	N/A	11:00 AM	3:30 PM							
July 19, 2018	Kids Day	11:00 AM	3:30 PM							
July 20, 2018	Seniors Day	11:00 AM	3:30 PM							
July 21, 2018	N/A	11:00 AM	3:30 PM							
July 22, 2018	N/A	9:00 AM	3:30 PM							
July 23, 2018	Closed									
July 24, 2018	Closed									
July 25, 2018	Canned Food Drive 12-6pm	11:00 AM	3:30 PM							
July 26, 2018	Kids Day	11:00 AM	3:30 PM							
July 27, 2018	Seniors Day	11:00 AM	3:30 PM							
July 28, 2018	N/A	11:00 AM	3:30 PM							
July 29, 2018	N/A	9:00 AM	3:30 PM							
July 30, 2018	Closed									
July 31, 2018	Closed									
August 1, 2018	Book Drive 12-6pm	11:00 AM	3:30 PM							
August 2, 2018	Kids Day	11:00 AM	3:30 PM							
August 3, 2018	Seniors Day	11:00 AM	3:30 PM							
August 4, 2018	N/A	11:00 AM	3:30 PM							
August 5, 2018	N/A	9:00 AM	3:30 PM							
August 6, 2018	Closed	9:00 AM	3:30 PM							
August 7, 2018	Closed	7:00 AM	3:30 PM							
August 8, 2018	N/A	7:00 AM	3:30 PM							
August 9, 2018	Kids Day	7:00 AM	3:30 PM							
August 10, 2018	Seniors Day	7:00 AM	3:30 PM							
August 11, 2018	N/A	7:00 AM	3:30 PM							
<b>TOTAL ESTIMATED HOURS - Day Shift</b>										

**32<sup>nd</sup> District Agricultural Association  
 OC Fair & Event Center  
 2018 OC FAIR VENUE SCHEDULE  
 Evening Shift**

Date	Promotions	Shift Start	Shift End	Estimated # of Employee Staff	Total Employee Hours	Estimated # of Lead Staff	Total Lead Hours	Estimated # of Supervisor Staff	Total Supervisor Hours	Estimated Total Hours
July 11, 2018	N/A	3:30 PM	12:00 AM							
July 12, 2018	N/A	3:30 PM	12:00 AM							
July 13, 2018	Opening Day One Free Hour 12-1pm Salute to So CA Heroes 12-6pm	3:30 PM	12:00 AM							
July 14, 2018	N/A	3:30 PM	12:00 AM							
July 15, 2018	N/A	3:30 PM	12:00 AM							
July 16, 2018	Closed									
July 17, 2018	Closed									
July 18, 2018	N/A	3:30 PM	12:00 AM							
July 19, 2018	Kids Day	3:30 PM	12:00 AM							







32<sup>nd</sup> District Agricultural Association  
 OC Fair & Event Center

2018 OC FAIR  
 VENUE SCHEDULE

PACIFIC AMPHITHEATRE, THE HANGER & ACTION SPORT ARENA

2018 PACIFIC AMPHITHEATRE SCHEDULE

DATE	TIME	PERFORMER
Wednesday, July 04, 2018	8:00	Pacific Symphony/Brass Transit-Music of Chicago
Saturday, July 07, 2018	7:00	El Fantasma / Voz De Mando / Kanales
Sunday, July 08, 2018	7:30	Straight No Chaser / Jon McLaughlin
Thursday, July 12, 2018	8:00	Frankie Valli / Pacific Symphony
Friday, July 13, 2018	7:00	RATT / Cinderella's Tom Keifer / Lynch Mob
Saturday, July 14, 2018	8:15	Trevor Noah
Sunday, July 15, 2018	8:00	Happy Together
Wednesday, July 18, 2018	7:30	Kool & The Gang / Village People
Thursday, July 19, 2018	7:00	Psychedelic Furs / -X- / The Fixx
Friday, July 20, 2018	7:30	Steve Martin / Martin Short
Saturday, July 21, 2018	7:30	Which One's Pink? DSOTM 45th Anniversary
Sunday, July 22, 2018	8:15	Jim Gaffigan
Wednesday, July 25, 2018	7:30	Roger Hodgson / Al Stewart
Thursday, July 26, 2018	7:00	Retro Futura
Friday, July 27, 2018	8:15	Earth, Wind & Fire
Saturday, July 28, 2018	7:00	America / Jefferson Starship
Sunday, July 29, 2018	7:30	Brett Eldredge / Honey County
Wednesday, August 01, 2018	7:30	Hunter Hayes / Runaway June / C. Anderson
Thursday, August 02, 2018	7:00	Rick Springfield / Loverboy / G Kihn / T Tutone
Friday, August 03, 2018	7:30	UB40 / Freddie McGregor
Saturday, August 04, 2018	8:00	The Fab Four - Yellow Submarine 50th Anniv
Sunday, August 05, 2018	7:30	Kabah / JNS / Maria Jose
Wednesday, August 08, 2018	7:30	TOTO / ASIA featuring John Payne
Thursday, August 09, 2018	7:30	Willie Nelson / Alison Krauss
Friday, August 10, 2018	5:30	Rebelution / Stephen Marley / Common Kings
Saturday, August 11, 2018	5:30	Rebelution / Stephen Marley / Common Kings
Sunday, August 12, 2018	6:30	Steve Miller Band / Peter Frampton
Thursday, August 16, 2018	7:30	Stray Cats / Cherry Poppin' Daddies
Friday, August 17, 2018	7:30	Stray Cats / The Paladins
Saturday, August 18, 2018	8:00	Pacific Symphony
Sunday, August 19, 2018	6:00	Ziggy Marley / The Green / John Heinrichs
Friday, August 24, 2018	6:00	Thievery Corporation / Steel Pulse / Simpkin
Saturday, August 25, 2018	7:30	Gavin DeGraw / Phillip Phillips / (David Rosales)
Saturday, September 08, 2018		Pacific Symphony



2018 THE HANGAR SCHEDULE

DATE	TIME	PERFORMER
Friday, July 13, 2018	8:30	Rumours (Fleetwood Mac)
Saturday, July 14, 2018	8:30	Dead Man's Party (Oingo Boingo)
Sunday, July 15, 2018	7:15	Firefall / Poco
Wednesday, July 18, 2018	8:30	Elton Early Years - GYBR Anniversary
Thursday, July 19, 2018	8:30	Simple Man (Lynyrd Skynyrd)
Friday, July 20, 2018	8:30	Freedom (George Michael)
Saturday, July 21, 2018	7:15	Surrender / 4NR (Cheap Trick / Foreigner)
Sunday, July 22, 2018	8:30	Foghat
Wednesday, July 25, 2018	8:30	Queen Nation (Queen)
Thursday, July 26, 2018	8:30	Hotel California (The Eagles)
Friday, July 27, 2018	8:30	Journey Unauthorized (Journey)
Saturday, July 28, 2018	8:30	Zeppelin Live (Led Zeppelin)
Sunday, July 29, 2018	8:30	Ozomatli
Wednesday, August 01, 2018	8:30	I Am King (Michael Jackson)
Thursday, August 02, 2018	7:15	Paradise City (GNR) / Noise Pollution (AC/DC)
Friday, August 03, 2018	8:30	BOSTYX (Boston & Styx)
Saturday, August 04, 2018	8:30	Turn The Page (Bob Seger)
Sunday, August 05, 2018	1:30	Mariachi Sol de Mexico
Sunday, August 05, 2018	6:30	Mariachi Sol de Mexico
Sunday, August 05, 2018	8:30	Mariachi Sol de Mexico Replay
Wednesday, August 08, 2018	8:30	Wild Child (The Doors)
Thursday, August 09, 2018	7:15	Totally Go-Go's (Go-Go's) / Idol X (Billy Idol)
Friday, August 10, 2018	7:15	Devotional (Depeche Mode) / Hollywood Erasure
Saturday, August 11, 2018		iBUYPOWER GameFest
Sunday, August 12, 2018		iBUYPOWER GameFest



**2018 ACTION SPORTS ARENA SCHEDULE**

<b>DATE</b>	<b>EVENT</b>
Friday, July 13, 2018	X-Treme Freestyle Moto-X
Saturday, July 14, 2018	Speedway Fair Derby
Sunday, July 15, 2018	SummerFist
Wednesday, July 18, 2018	Daredevils and Wheels
Thursday, July 19, 2018	Daredevils and Wheels
Friday, July 20, 2018	Daredevils and Wheels
Saturday, July 21, 2018	Daredevils and Wheels
Saturday, July 21, 2018	Daredevils and Wheels
Sunday, July 22, 2018	Daredevils and Wheels
Sunday, July 22, 2018	Daredevils and Wheels
Wednesday, July 25, 2018	Monster Trucks
Thursday, July 26, 2018	Monster Trucks
Friday, July 27, 2018	Monster Trucks
Saturday, July 28, 2018	Monster Trucks
Saturday, July 28, 2018	Monster Trucks
Sunday, July 29, 2018	Monster Trucks
Sunday, July 29, 2018	Monster Trucks
Wednesday, August 01, 2018	Extreme Rodeo
Thursday, August 02, 2018	Broncs & Bulls
Friday, August 03, 2018	Extreme Rodeo
Saturday, August 04, 2018	Broncs & Bulls
Sunday, August 05, 2018	Fiesta del Charro
Wednesday, August 08, 2018	Motor Home Demo Derby
Thursday, August 09, 2018	Crush Demo Derby
Friday, August 10, 2018	Damsels Demo Derby
Saturday, August 11, 2018	Terrible Trucks Demo Derby
Saturday, August 11, 2018	Motor Home Demo Derby
Sunday, August 12, 2018	Crush Demo Derby





32<sup>nd</sup> District Agricultural Association  
 OC Fair & Event Center

2018 OC FAIR  
 JANITORIAL SCHEDULE

**JANITORIAL DAILY FAIR SCHEDULE & AREAS**

BASE MORNING	SUPERVISOR - 8:00 am - 4:30 pm		
BASE SWING-SHIFT	SUPERVISOR - 4:00 pm - 12:30 pm		
MORNING SHIFT	2 LEAD - 7:00 am - 4:00 pm		
SWING-SHIFT	2 LEAD - 4:00 pm - 12:30 pm		

AREA/BUILDING	# OF STAFF	SETS OF RESTROOMS	MORNING - SHIFT/hr	SWING-SHIFT/hr
COSTA MESA (10)	3	2 + BUILDING	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
HUNTINGTON (12)	3	2 + BUILDING	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
LOS ALAMITOS (14)	4	4 + BUILDING	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
ANAHEIM (16)	4	4 + BUILDING	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
HANGAR	3	2 + BUILDING	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
COURTYARD and COUTYARD RESTROOMS	3	2 + BUILDING	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
PLAZA PACIFICA RESTROOMS /BD CENTER(South)400	2	2 + BD CENTER	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
PLAZA PACIFICA RESTROOMS (NORTH) 500	2	2	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am



SILO/MILLENNIUM/HEROES HALL/VIP AREA	2	6	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
PARK PLAZA RESTROOMS	2	2	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
ADMENT/CG/MAINT/S&S/	2	8	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
THE RANCH/ARENA BLOCK (WHITE)/BAJA BLUES Trailer	2	4	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
LIVESTOCK TRAILER RESTROOMS	2	1 SET TRAILER RESTROOMS	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
LOT I TRAILER RESTROOMS	2	2 SET TRAILER RESTROOMS	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
LOT A TRAILER RESTROOMS BY HUSONGS	2	2TRAILER RESTROOMS	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
LOT A SINGLE TRAILER RESTROOMS EAST HUSONGS	2	1 SET SINGLE TRAILER RESTROOMS	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
CAMPGROUND TRAILER RESTROOMS (PMT)	2	1 SET TRAILER RESTROOMS	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
FFZ TRAILER RESTROOMS	2	2 SET TRAILER RESTROOMS	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
BLUE GATE TRAILER RESTROOM	2	1 SINGLE SET TRAILER RESTROOMS	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
MARKET PLACE/BLUE GATE	2	2	Wed - Fri 11:00 am-4:30 pm Sat - Sun 9:00 am-4:30 pm	Wed-Sun 4:00 pm-12:00 am
ASA RESTROOMS	4	6	Depending on Events start time	Depending on Events start time



PAC-AMP	9	8 + STAGE RESTROOMS	Depending on concerts start time	YES
ALL GROUNDS	8	LUNCH BREAKS		
MONDAY & TUESDAY/ALL GROUNDS	8	ALL GROUNDS	7:00 AM - 3:30 PM	
FAIR EARLY SETUP	2	ALL GROUNDS MON-FRI	8:30 AM - 4:30 PM	
BEFORE FAIR/SETUP	6	ALL GROUNDS TUE- WED 7/5-6	8:30 AM - 4:30 PM	
BEFORE FAIR/SETUP	10	ALL GROUNDS THU-SUN 7/7-10	8:30 AM - 4:30 PM	
WEEK BEFORE FAIR/SETUP	10	ALL GROUNDS MON-FRI 7/11- 14	8:30 AM - 4:30 PM	
DURING FAIR	4	ALL GROUNDS WED-FRI	7:00 AM - 12:00 PM	
FAIR TEAR DOWN	10	ALL GROUNDS 8/13-17/18	8:00 AM - 4:30 PM	



32<sup>nd</sup> District Agricultural Association  
 OC Fair & Event Center

2018 OC FAIR  
 RESTROOM SCHEDULE

Location	Gender	Toilets	Urinals	Sinks	Showers	Utility Room	Janitorial Room	Drinking Fountain
Action Sports Arena ( <i>Back of Track</i> )	Women	7	0	3	0	0	0	0
Action Sports Arena ( <i>Back of Track</i> )	Men	2	10	3	0	0	0	0
Action Sports Arena ( <i>East End</i> )	Unisex	1	0	1	1	0	0	0
Action Sports Arena ( <i>Next to Cantina</i> )	Women	8	0	6	0	0	0	0
Action Sports Arena ( <i>Next to Cantina</i> )	Men	3	8	5	0	0	0	0
Action Sports Arena ( <i>Next to Pit Stop Grill</i> )	Women	10	0	3	0	0	0	0
Action Sports Arena ( <i>Next to Pit Stop Grill</i> )	Men	6	6	3	0	0	0	0
Administration Building ( <i>Exterior</i> )	Unisex	2	0	1	0	0	0	0
Administration Building	Women	8	0	6	0	0	0	0
Administration Building	Men	5	5	6	0	1	1	0
Anaheim Building ( <i>East End</i> )	Women	11	0	8	0	0	0	0
Anaheim Building ( <i>East End</i> )	Men	2	5	2	0	0	0	0
Anaheim Building ( <i>West End</i> )	Women	8	0	6	0	0	0	0
Anaheim Building ( <i>West End</i> )	Men	3	7	3	0	0	0	0
Campground ( <i>Northwest</i> )	Women	3	0	3	0	0	0	0
Campground ( <i>Northwest</i> )	Men	2	3	3	0	0	0	0
Costa Mesa Building	Women	19	0	17	0	0	0	0
Costa Mesa Building	Men	7	12	8	0	0	0	2
Equestrian Center	Women	3	0	2	2	0	0	0
Equestrian Center	Men	1	2	2	2	0	0	0
Family Fun Zone	Women	13	0	4	0	0	0	0
Family Fun Zone	Men	6	8	4	0	0	0	0
Hangar Building	Men	6	10	6	0	0	1	2
Hangar Building	Women	18	0	12	0	0	0	0
Huntington Beach Building ( <i>Courtyard</i> )	Women	10	0	6	0	0	0	0
Huntington Beach Building ( <i>Courtyard</i> )	Men	3	7	3	0	0	0	0
Huntington Beach Building ( <i>South/East End</i> )	Unisex	2	0	2	0	0	0	0
Huntington Beach Building ( <i>South/East End</i> )	Women	10	0	3	0	0	0	0
Huntington Beach Building ( <i>South/East End</i> )	Men	2	6	2	0	0	0	0
Livestock Lane	Women	12	0	3	0	0	0	0
Livestock Lane	Men	6	7	3	0	0	0	0
Los Alamitos Building ( <i>East End</i> )	Women	9	0	8	0	0	0	0
Los Alamitos Building ( <i>East End</i> )	Men	2	5	3	0	0	0	0
Los Alamitos Building ( <i>West End</i> )	Women	4	0	4	0	0	0	0
Los Alamitos Building ( <i>West End</i> )	Men	4	10	4	0	0	0	0
Millennium Barn	Men	1	0	1	0	0	0	0
Millennium Barn	Women	1	0	1	0	0	0	0
Location	Gender	Toilets	Urinals	Sinks	Showers	Utility Room	Janitorial Room	Drinking Fountain
Pacific Amphitheatre ( <i>1<sup>st</sup> Base - A</i> )	Men	6	17	5	0	0	0	0
Pacific Amphitheatre ( <i>1<sup>st</sup> Base - A</i> )	Women	29	0	5	0	0	0	0



Pacific Amphitheatre (1 <sup>st</sup> Base - B)	Men	6	17	5	0	0	0	0
Pacific Amphitheatre (1 <sup>st</sup> Base - B)	Women	29	0	5	0	0	0	0
Pacific Amphitheatre (3 <sup>rd</sup> Base - A)	Men	6	17	5	0	0	0	0
Pacific Amphitheatre (3 <sup>rd</sup> Base - A)	Women	29	0	5	0	0	0	0
Pacific Amphitheatre (3 <sup>rd</sup> Base - B)	Men	6	17	5	0	0	0	0
Pacific Amphitheatre (3 <sup>rd</sup> Base - B)	Women	29	0	5	0	0	0	0
Pacific Amphitheatre (Backstage)	Unisex	1	0	1	1	0	0	0
Pacific Amphitheatre (Backstage)	Unisex	1	0	1	1	0	0	0
Pacific Amphitheatre (Backstage)	Unisex	1	0	1	1	0	0	0
Pacific Amphitheatre (Backstage)	Unisex	1	0	1	1	0	0	0
Park Plaza	Men	4	5	5	0	0	0	0
Park Plaza	Women	9	0	5	0	0	0	0
Public Safety	Unisex	1	0	1	0	0	0	0
Public Safety	Unisex	1	0	1	0	0	0	0
Ranch Building	Men	2	1	2	0	0	0	0
Ranch Building	Women	3	0	2	0	0	0	0
Silo Building	Unisex	1	0	1	0	0	0	0

<b>Rental Restroom and Shower Trailers (Fair Time Only)</b>									
Campground	Unisex	0	0	0	8	0	0	0	
Carnival - South	Men	5	4	4	0	0	0	0	
Carnival - South	Women	9	0	4	0	0	0	0	
Livestock	Men	3	2	2	0	0	0	0	
Livestock	Women	5	0	2	0	0	0	0	
Fair Square	Men	5	4	4	0	0	0	0	
Fair Square	Women	9	0	4	0	0	0	0	
Green Gate	Unisex	2	0	2	0	0	0	0	
Green Gate	Men	2	2	2	0	0	0	0	
Green Gate	Women	4	0	2	0	0	0	0	
Park Plaza / Crafter's Village	Men	3	2	2	0	0	0	0	
Park Plaza / Crafter's Village	Women	5	0	2	0	0	0	0	
Hospitality Garden	Men	1	1	1	0	0	0	0	
Hospitality Garden	Women	2	0	2	0	0	0	0	
<b>GRAND TOTAL (All Pages Attachment A)</b>		<b>440</b>	<b>200</b>	<b>254</b>	<b>17</b>	<b>1</b>	<b>2</b>	<b>4</b>	



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5313-33-00000

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice. Invoices shall be submitted at the conclusion of each month in which services were rendered.

Invoices must include Acct. code as referenced below.

All invoices are to be itemized and contain the District's Purchase Order number 49077. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
 Attn: Accounts Payable  
 88 Fair Drive  
 Costa Mesa, CA 92626

<b>April 1, 2019 - March 31, 2020</b>					
Personnel	Estimated # of Hours	x	Rate Per Hour	=	Total Cost
Attendant Services	29,981	x	\$21.47	=	\$643,692.07
Lead Services	1,061	x	\$23.82	=	\$25,273.02
Supervisor Services	651	x	\$25.38	=	\$16,522.38
Total/Average Hourly Rate	31,693	x	\$21.63	=	\$685,487.47

<b>Supplemental Facility &amp; Venue Attendant Services</b>					
<b>April 1, 2020 - March 31, 2021</b>					
Personnel	Estimated # of Hours	x	Rate Per Hour	=	Total Cost
Attendant Services	31,480	x	\$23.03	=	\$724,984.40
Lead Services	1,114	x	\$25.38	=	\$28,273.32
Supervisor Services	684	x	\$26.94	=	\$18,426.96
Total/Average Hourly Rate	33,278	x	\$23.19	=	\$771,684.68

**Option Years:**

<b>Supplemental Facility &amp; Venue Attendant Services</b>					
<b>April 1, 2021 - March 31, 2022</b>					
Personnel	Estimated # of Hours	x	Rate Per Hour	=	Total Cost
Attendant Services	33,054	x	\$24.50	=	\$809,823.00
Lead Services	1,170	x	\$26.74	=	\$31,285.80
Supervisor Services	718	x	\$28.30	=	\$20,319.40
Total/Average Hourly Rate	34,942	x	\$24.65	=	\$861,428.20



<b>Supplemental Facility &amp; Venue Attendant Services</b>					
<b>April 1, 2022 - March 31, 2023</b>					
Personnel	Estimated # of Hours	x	Rate Per Hour	=	Total Cost
Attendant Services	34,707	x	\$25.47	=	\$883,987.29
Lead Services	1,229	x	\$27.43	=	\$33,711.47
Supervisor Services	754	x	\$28.99	=	\$21,858.46
Total/Average Hourly Rate	36,690	x	\$25.61	=	\$939,557.22

<b>Supplemental Facility &amp; Venue Attendant Services</b>					
<b>April 1, 2023 - March 31, 2024</b>					
Personnel	Estimated # of Hours	x	Rate Per Hour	=	Total Cost
Attendant Services	36,442	x	\$25.86	=	\$942,390.12
Lead Services	1,290	x	\$27.72	=	\$35,758.80
Supervisor Services	792	x	\$29.28	=	\$23,189.76
Total/Average Hourly Rate	38,524	x	\$25.99	=	\$1,001,338.68

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital



status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-

## EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.
  - 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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

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 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.



**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-



**EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION**

**OC Fair & Event Center  
Megan’s Law Screening Certification and Listing**

**This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.**

**Company/Organization Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Contact Telephone :** \_\_\_\_\_

**Type of Company/Organization Contractor Consultant Concessionaire**  
**(Circle one): Entertainer Exhibitor Volunteer**

**Other/Explanation if Needed:** \_\_\_\_\_

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative’s Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**\*\*\*OC Fair Staff & Event Center – Please submit completed forms to the Human Resources Department\*\*\***



STATE OF CALIFORNIA  
**SPONSORSHIP AGREEMENT**  
 (Rev 10/16)

*R. Mark Amaral KK*

AGREEMENT NUMBER	
<b>SA-117-19SP</b>	<b>A-</b>

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

STATE AGENCY'S NAME

**32<sup>nd</sup> District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center**

SPONSOR/CONTRACTOR'S NAME

**BIONUTRITIONAL RESEARCH GROUP (POWER CRUNCH)**

2. The term of this Agreement is: **April 12, 2019 through April 14, 2019**

3. The amount of this Sponsorship Agreement is: **\$2,000 (CASH)**

Payment Terms:

ONE TIME PAYMENT (*Lump sum*)     MONTHLY     QUARTERLY     ITEMIZED INVOICE

OTHER Payable to: "OC Fair & Event Center"

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. \*Additional Pages Attached

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

\*GTC 4/2017 – If not attached, view 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>SPONSOR/CONTRACTOR</b>		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME <b>BioNutritional Research Group (Power Crunch)</b>		
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Curtis Steinhaus</b>		
ADDRESS <b>6 Morgan #100, Irvine, CA 92618</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>nd</sup> District Agricultural Association/Division of Fairs &amp; Expositions</b>		<input checked="" type="checkbox"/> Exempt: Sponsorship  <i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i> SIGNATURE OF STATE ACCOUNTING OFFICER  Date
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Michele Richards, V.P, Business Development</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		
<input type="checkbox"/> CONTRACTS MANAGER <span style="float: right;"><input type="checkbox"/> Michele Richards, VP, Business Development</span>		



**EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS**

**Contract Representatives:**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Michele Richards, Vice President, Business Development**  
**(714) 708-1716**

**BioNutritional Research Group (Power Crunch)**  
**Curtis Steinhaus**  
**(831) 524-2575**  
**Via: Molly Morley/Tandem Partnerships**

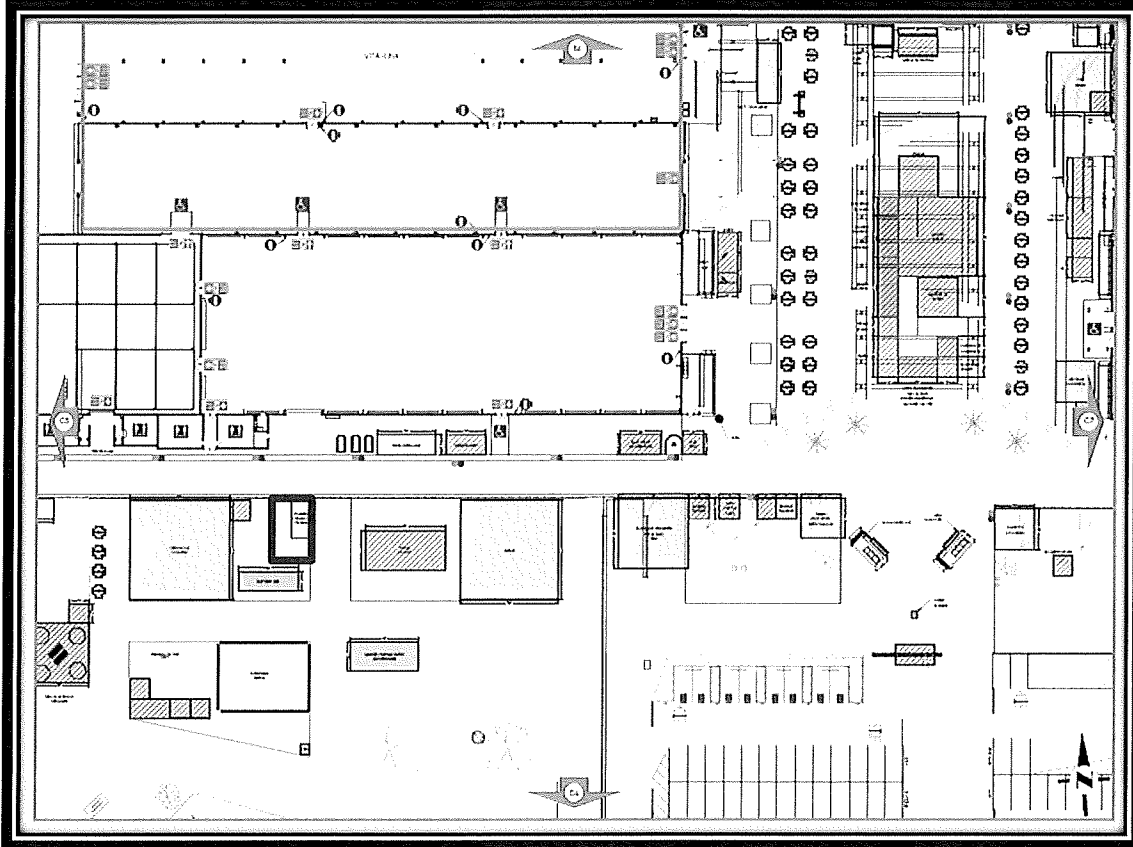
**CONTRACTOR AGREES:**

1. To be a sponsor of the 2019 Imaginology event occurring April 12, 2019 – April 14, 2019.
2. To provide payment in the sum of TWO THOUSAND DOLLARS (\$2,000) to the District by April 5, 2019.
3. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Sponsor, is not a registered sex offender per the Megan's Law registry.
6. That staff members on site must be in official Power Crunch branded uniforms.
7. To utilize on-site activation space for all three (3) days of Imaginology during published operating hours.
8. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. April 5, 2019.
9. To have its displays fully staffed by uniformed representatives during published operating hours:
10. That mobile tours and other exhibitors may be near the designated spaces.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such requests as made by the District prior to, during or following the 2019 Imaginology event.
13. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

**DISTRICT AGREES:**

1. To provide Power Crunch with Sponsorship of the 2019 Imaginology Event.
2. To provide Sponsor with 200 sq. ft. (20' x 10') of space located next to the Fort Blisters Boot Camp (see spot marked map below).
  - a. Opportunity to participate and integrate with Fort Blisters.
3. To provide space for Sponsor to distribute product at the Main Entrance gate (near Lot I) for the first hour of the day each day of Imaginology.
  - a. Product to be pre-approved by District.
4. To provide Sponsor opportunity to distribute promotional and educational material as well as Power Crunch Bars at Imaginology.
  - a. Subject to valid health permit.
5. To include the Power Crunch on-site presence as part of Imaginology scavenger hunt.
6. To include Sponsor logo:
  - a. On the 2019 Imaginology web site with a link to the Sponsor web site in the band of sponsors.

- b. On the 2019 Imaginology on-site directional signage in the sponsor section.
  - c. On the 2019 Imaginology program/schedule in the sponsor section.
  - d. On 2019 Imaginology maps at the event in the sponsor section.
7. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.



- End Exhibit A -



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS**

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
  4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
  2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
  3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
  4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.





**EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)**

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)



## EXHIBIT C – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### 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, 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 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 #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$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, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence 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 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 obligation 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

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; 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.

-End Exhibit C-



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE**

- A. The District hereby grants to the Sponsor the right to occupy the aforesaid space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods



**EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)**

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

AGREEMENT NUMBER <b>SA-120-19YR</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**HAYNIE & COMPANY**

2. The term of this Agreement is: **02/15/2019** through **12/31/2019** FED ID:

3. The maximum amount of this Agreement is: **\$45,000.00**

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 – <b>Contractor to provide RCS reconciliation and related matters to the OC Fair &amp; Event Center. Additional Scope of Work on pages 2.</b>	Pages 1 – 2
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 3
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 4-7
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)	Pages 8-11
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 12-14
Exhibit F – Megan’s Law Screening & Certification (Attached hereto as part of this agreement)	Pages 15-16

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>		<b>California Department of General Services Use Only</b>           <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>HAYNIE &amp; COMPANY</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Steven Gabrielson</b>		
ADDRESS <b>4910 Campus Dr, Newport Beach, CA 92660 (949) 724-1880</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		



**EXHIBIT A – SCOPE OF WORK**

**CONTRACT REPRESENTATIVES**

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER**  
**Bianca Kulback, Director of Human Resources**  
**714-708-1948**

**Haynie & Company**  
**Steven Gabrielson**  
**(949) 724-1880**

1. The District reserves the right to terminate any contract without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

2. **Scope of Work:**

Contractor to provide the following:

- \* RCS reconciliations already conducted by OCFAIR personnel and trace and agree figures contained in those reconciliations to reports and schedules.
- \* Financial budgeting figures presented.
- \* Review of other related financial transactions/documents as requested by the District.

The fees will be billed at the rates specified in Exhibit B, Budget Detail & Payment Provisions.



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 5100-07

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice such as identify classification and rate as specified below.

All invoices are to be itemized and contain the District’s Purchase Order number. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

**RATE SCHEDULE:**

	Classification	Pay Rate
Partner:	Consulting/Research/Analysis	\$295 per hour
	Deposition or Trial Testimony	\$395 per hour
	Travel	Half Rate
Manager:	Research/Analysis	\$250-\$275 per hour
	Travel	Half rate
Senior:	Research/Analysis	\$185-\$210 per hour
	Travel	Half rate
Junior:	Research/Analysis	\$125-\$150 per hour
	Travel	Half rate
Secretarial:		\$98 per hour
Reimbursable:	Airline, Parking, Courier, Reproduction, etc.	Cost
Automobile		.58 per mile

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

**GTC 04/2017**

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 representative shall have the right to review and to copy any 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 officers, 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. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: 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 of 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 officers 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 material 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 cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).



10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: 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 of 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 a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections 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 Professions 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) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services

by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective 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) of 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 is 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 provision 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 Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)



20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

CCC 04/2017

**CERTIFICATION**

I, 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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR 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 11102) (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, distribution, 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 organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee 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 the 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 REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions 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 lessor 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 a 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 CORPORATIONS: 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 Sweatfree 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. 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 Employees (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 Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in 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 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 undertake 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 ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the 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 agreements 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 transaction 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 an 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 requirements or discharge prohibitions; or (3) finally determined 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.

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority  
5/2018

### 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, 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 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 be not less than \$5,000,000 per occurrence for Fairtime 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, endure, 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, Cannabis Festivals/Trade Shows, 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.

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:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. 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**

**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 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.

**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. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

**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. 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**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

-End Exhibit E-



**EXHIBIT F – MEGAN’S LAW SCREENING & CERTIFICATION**

**OC Fair & Event Center  
Megan’s Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Telephone : \_\_\_\_\_

Type of Company/Organization Contractor Consultant Concessionaire  
(Circle one): Entertainer Exhibitor Volunteer

Other/Explanation if Needed: \_\_\_\_\_

The undersigned represents and warrants that attached to this Megan’s Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above (“Contractor”) during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor’s obligations under this Megan’s Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan’s Law Screening Certification and Listing on behalf of Contractor.

\_\_\_\_\_  
Company/Organization Representative’s Signature

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



STATE OF CALIFORNIA  
**SPONSORSHIP AGREEMENT**  
 (Rev 10/16)

*RMAR AMARF* *PL*

AGREEMENT NUMBER	
SA-270-15SP	A-2

1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:
- STATE AGENCY'S NAME  
**32<sup>nd</sup> District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center**
- SPONSOR/CONTRACTOR'S NAME  
**Bottling Group, LLC**
2. The term of this Agreement is: **January 1, 2016 through December 31, 2019**
3. The amount of this Sponsorship Agreement is: **\$55,125 (CASH) with Rebates, Media Trade, and Product Donation**  
 Payment Terms:  
 ONE TIME PAYMENT (*Lump sum*)     MONTHLY     QUARTERLY     ITEMIZED INVOICE  
 OTHER Payable to: "OC Fair & Event Center"
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. \*Additional Pages Attached

The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of The Agreement and incorporated herein:

- Standard Agreement # SA-270-15SP, effective date January 1, 2016 between the District and Bottling Group, LLC hereby amended as follows:
- To amend the original contract to exercise the second option year option year (1/1/19-12/31/19) with the amount of \$55,125 for sponsorship with rebates, media trade, and production donation.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.
- The effective date of this amendment is January 1, 2019

\*GTC(610) – If not attached, view 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>SPONSOR/CONTRACTOR</b>		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME <b>BOTTLING GROUP, LLC</b>		
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Daniel Vartanian, Key Account Manager</b>		
ADDRESS <b>27717 Aliso Creek Rd., Aliso Viejo, CA 92656</b> Email:		
<b>STATE OF CALIFORNIA</b>		<input checked="" type="checkbox"/> Exempt: Sponsorship
AGENCY NAME <b>32<sup>nd</sup> District Agricultural Association / Division of Fairs &amp; Expositions</b>		<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i>
BY ( <i>Authorized Signature</i> ) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, V.P, Business Development</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

CONTRACTS MANAGER

Michele Richards, VP, Business Development

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (Rev 6/03)

R \_\_\_\_\_ A \_\_\_\_\_

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
<b>SA-011-19AS</b>	<b>#1</b>
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**AMP LIVE EVENTS, LLC**

2. The term of this Agreement is \_\_\_\_\_ through \_\_\_\_\_ FED ID: \_\_\_\_\_

Agreement is **07/22/19** through **07/29/19**

3. The maximum amount of this Agreement after this amendment is: **\$97,450.00 (\$89,750.00 TALENT; \$7,700.00 ACCOMODATION BUY OUT)**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**Standard Agreement #011-19AS, dated July 22, 2019, between the District and AMP Live Events, LLC is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

- To amend the original contract to revise Exhibit A, Contractor Agrees, Section 3, Item c.to read: To include Tuff Truck racing as part of the event.
- All Tuff Trucks shall adhere to Sound Restrictions detailed in Exhibit A, Contractor Agrees, Section 10. Item b.
- Strike Exhibit A, Contractor Agrees, Section 3, Item d. which states: To provide metal ramp for Freestyle Motocross event.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>AMP LIVE EVENTS, LLC</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Tony Maderazzo, Chief Operations Officer</b>		
ADDRESS		
<b>P.O. Box 503070, White City, OR 97503 (602) 531-3334 tony@mtdtour.com</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		
		<input type="checkbox"/> Exempt per:

Account #: 5770-70