

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
OCTOBER 2017**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-001-18HB	David Victor Presents LLC f/s/o Bostyx	"Bostyx" performing in The Hangar	Fair Time	08/03/18		\$7,500.00
SA-226-17YR	Dept of Human Resource	Human resources services	Year round	07/01/17-06/30/18		\$8,500.00

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-004-15CI	Coulter Associates LLC	Ride safety inspection - Exercise second option year	Year round and Fair time	01/01/15-12/31/18		\$97,500.00
SA-046-16YR	West Coast Emergency Medical Services	Medical services - Exercise first option year	Year round	3/7/2016-12/31/18		\$84,327.75
SA-055-15HS	3G Productions, Inc.	Hangar/ASA/Plaza Sound equipment and services - Exercise second option year	Fair time	05/01/15-12/31/18		\$265,225.00
SA-056-15GS	PRG (CA) Inc.	Sound equipment and services various locations - Exercise second option year	Fair time	05/01/15-12/31/18		\$57,915.00
SA-057-15HV	PRG (XL Video Inc.)	Hangar ground video - Exercise second option year	Fair time	05/01/15-12/31/18		\$206,807.56
SA-117-15GL	PRG (CA) Inc.	Grouns lighting, truss, & staging - Exercise - Exercise second option year	Fair time	06/01/15-12/31/18		\$351,720.00
SA-224-17FTYR	On hold					
SA-271-15PA	Lisa Sexton	Entertainment marking and booking - Exercise second option year	Year round/Fair Time	01/01/16-12/31/18		\$176,322.00

Interagency Agreements

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE

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 SA-001-18HB	AM. NO.	FEDERAL TAXPAYER ID. NUMBER [REDACTED]
REGISTRATION NUMBER		

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

32nd 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 District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . DAVID VICTOR PRESENTS LLC F/S/O BOSTYX
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2. The agreement term is from **08/03/18** through **08/03/18**

3. The maximum amount payable is \$ **7,500.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **7,500.00** (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 2018 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.
 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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) DAVID VICTOR PRESENTS LLC F/S/O BOSTYX			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Ken Karns, Vice President, Operations		PRINTED NAME AND TITLE OF PERSON SIGNING David Victor Borgman			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 1551 Asterbell Drive, San Ramos, CA 94582 (310) 601-6720 dv@davidvictor.com			
FUND TITLE Operating	ITEM 5770-70	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

David Victor Presents LLC
Name: David Victor Borgman
Title: Performer
Phone number: (310) 601-6720

CONTRACTOR AGREES:

Performance

1. To provide the performance group, “Bostyx” on Friday, August 3, 2018.
2. To perform one (1) 90 to 120-minute set on The Hangar stage beginning at 8:30 p.m.
3. 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.

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 venue Production Manager at hangarproduction@ocfair.com.
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 AGREES (Continued):

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.

Merchandise

1. Option 1: Venue sells: 70/30 split on all non-copyrighted material and 90/10 on copyrighted material.
2. Option 2: Contractor sells: District agrees to waive merchandise split.
3. Regardless of merchandise option, 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 SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) upon satisfactory completion of work herein required on Friday, August 3, 2018 (see Exhibit B and Exhibit E).

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. 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 2018 OC Fair collateral material.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5770-70

PAYMENT PROVISIONS:

To pay Contractor upon satisfactory completion of work herein required on Friday, August 3, 2018.

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

Note: Artist will not receive payment on Friday, August 3, 2018 if a fully signed contract and other required documents have not been received by the District.

-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:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd 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 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd 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.)

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.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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:

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- 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.
 - 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.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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-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 8103) (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, 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 over \$100,000 executed or amended after January 1, 2007, the 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 in writing by the CEO of the 32nd 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 at least ten (10) days prior to the performance date.

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).

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 and tobacco products, nor will runners be available to secure these items. The OC Fair is a tobacco-free event and its use therein is strictly forbidden.

MERCHANDISING

Merchandising sales are subject to 70% / 30% split with the venue selling the merchandise. The split on media/CDs is 90% / 10%. District will provide adequate point(s) of sale. Please contact the Production Office for merchandising contact.

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

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.

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 32nd 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 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd 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 E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

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.”

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

Upon receipt of contract, 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.



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

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 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.

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.

**Kathy Kramer, Chief Executive Officer or
Ken Karns, Vice President, Operations
32nd District Agricultural Association
OC Fair & Event Center**

Artist/Producer/Contractor

-End Exhibit E-

STANDARD AGREEMENT

STD 213 (Rev 06/03)

CalHR #R1700202

R _____ A _____ F _____

AGREEMENT NUMBER

SA-226-17YR

REGISTRATION NUMBER

N/A

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

STATE AGENCY'S NAME

32nd Agricultural Association, Orange County

CONTRACTOR'S NAME

Department of Human Resources

2. The term of this Agreement is: **07/01/2017** through **06/30/2018**

3. The maximum amount of this Agreement is: **\$ 8,500.00**
Eight Thousand Five Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Budget Worksheet	1 page
Exhibit C* - General Terms and Conditions	GIA 610
Exhibit D - Special Terms and Conditions	2 pages
Attachment A - Selection Online Systems Services	5 pages
Attachment B – Selection Services Program	2 pages
Attachment C – Selection Examination Flat Fee Services	2 pages
Attachment D – Selection Training Services	1 page
Attachment E - Medical Officer Services	2 pages
Attachment F - Statewide Training Services	1 page
Attachment G - Bilingual Oral Fluency Exam Services	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

California Department of General Services Use Only

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

Department of Human Resources

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark T. Rodriguez, Chief, Administrative Services Division

ADDRESS

**1515 S Street, North Building, Suite 500
Sacramento, CA 95811**

STATE OF CALIFORNIA

AGENCY NAME

32nd Agricultural Association, Orange County

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

Exempt per:

EXHIBIT A
SCOPE OF WORK

1. The Department of Human Resources (CalHR) agrees to provide the following services to 32nd Agricultural Association, Orange County:
 - A. Attachment A – Selection Online System Services
 - B. Attachment B – Selection Services Program
 - C. Attachment C – Selection Examination Flat Fee Services
 - D. Attachment D – Selection Training Services
 - E. Attachment E – Medical Officer Services
 - F. Attachment F – Statewide Training Services
 - G. Attachment G – Bilingual Oral Fluency Exam Services

Please see the attachments for a complete description of the services provided.

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

<u>Department of Human Resources</u> <u>(CalHR)</u>		<u>32nd Agricultural Association, Orange</u> <u>County</u>	
(Name)	Katie Paige	(Name)	Bianca Kulback
(Street Address)	1515 S Street, North Building, Room 500	(Street Address)	88 Fair St
(City, State Zip Code)	Sacramento, CA 95811	(City, State Zip Code)	Costa Mesa, CA 92626
Phone:	916-324-0432	Phone:	714-708-1948
Fax:	916-327-0568	Fax:	
Email:	Katie.paige@calhr.ca.gov	Email:	bkulback@ocfair.com

Contract representatives may be changed by written notice to the other party

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the 32nd Agricultural Association, Orange County agrees to compensate CalHR for actual expenditures incurred in accordance with the services specified on the attached Budget Worksheet, Exhibit B-1.
- B. CalHR will submit, in duplicate, an invoice for the total subscription amount contained in Attachment A and C of this Agreement during the first quarter of the current fiscal year. CalHR will invoice separately for Attachments B, D, E, F and G once services have been provided. All invoices will include the Agreement Number and will be submitted in duplicate and not more frequently than monthly to:

32nd Agricultural Association, Orange County
AP/Accounting
88 Fair Drive, Costa Mesa, CA 92626

Or by email: ap@ocfair.com

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability to the State resulting, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. Contractor reserves the right to ask for an amendment in the event there is an increase in costs in the current year and/or any subsequent years covered under this Agreement.

3. PAYMENT

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

4. NON-PAYMENT

If payment has not been received for a non-disputed invoice within 60 days of the invoice date, CalHR, in accordance with Government Code Section 11255, will provide the agency with a 30-day notification of its intent to initiate a Transaction Request with the State Controller’s Office to transfer funds from the agency to CalHR.

The agency will provide the following appropriation data to the CalHR:

Fund Number:	
Organization Code:	02032
Fiscal Year:	2017/2018
Reference:	
Category or Program:	
If applicable, the agency will additionally provide the Element, Component and Task:	

EXHIBIT B, ATTACHMENT 1

BUDGET WORKSHEET

<u>SERVICE</u>	<u>FY 2016-17</u>
A. Selection Online Systems Services (This is a set amount determined by CalHR. Please do not change it.)	\$ 6,000.00
B. Selection Services Program	\$
C. Selection Examination Flat Fee Services (This is a set amount determined by CalHR. Please do not change it.)	\$ 2,500.00
D. Selection Training Services	\$
E. Medical Officer Services	\$
F. Statewide Training Services	\$
G. Bilingual Oral Fluency Exam Services	\$
Total:	\$ 8,500.00

EXHIBIT D

SPECIAL TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS

1. TERMINATION CLAUSE:

Either State agency may terminate this Agreement upon thirty (30) days' advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

2. SEVERABILITY:

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be constructed to remain fully valid, enforceable, and binding on the parties.

3. CONFLICT OF INTEREST:

A. Current and Former State Employees:

Contractor should 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.

1) Current State Employees: (PCC §10410)

- a) 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.
- b) 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.

2) Former State Employees: (PCC §10411)

- a) 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.
- b) 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.

3) Penalty for Violation:

- a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

4) Members of Boards and Commissions:

- a) 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. (PCC §10430 (e))

5) Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090: "Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

4. ORDER OF PRECEDENCE:

In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

- A. The General Terms and Conditions for Interagency Agreements;
- B. The Std. 213;
- C. The Scope of Work;
- D. Any other incorporated attachments in the Contract by reference

ATTACHMENT A

SELECTION ONLINE SYSTEMS SERVICES

1. 32nd Agricultural Association, Orange County has contracted to access the Department of Human Resources' (CalHR) Selection Online Systems Services. The systems provide on-line computer access for the purpose of:
 - A. Conducting civil service examinations
 - B. Creating and maintaining civil service eligible lists
 - C. Generating and maintaining certification lists
 - D. Creating and maintaining job controls (Recruitment)
 - E. Access to the Grapevine:
<https://portal.calhr.ca.gov/sites/grapevine/sitepages/home.aspx>
 - 1) A Communication Forum
2. 32nd Agricultural Association, Orange County will be provided access to all departmental eligibility lists; service-wide eligibility lists; SROA lists, and reemployment lists; for which authority has been granted. Access is available to the systems during regular business hours-Monday through Friday except state holidays between 8:00 am and 3:30 pm. Subscription fees are billed as a one-time, up-front cost and are not based on actual usage (see Subscription Fees below).

3. EXAMINATION AND CERTIFICATION SYSTEMS TEAM SERVICES

CalHR's Exam and Certification (Cert) Systems team will provide the following services during business hours on regular State Business Days:

- A. Set up data files allowing departments to:
 - 1) Administer examinations
 - a) Advertise examinations
 - b) Track examinations
 - c) Track exam applications
 - d) Schedule examinations
 - e) Score examinations
 - f) Add veteran preference and career credits

- g) Check promotional exam entrance eligibility
 - h) Capture and review candidate history
 - i) Generate notices
 - j) Ease administration of series exams (e.g. processing cross filers)
 - k) Obtain Item Analysis for Written Multiple Choice Examinations
 - l) Obtain bottom line data
 - m) Establish exam history
- 2) Maintain Eligibility Records
- a) Establish Eligible Lists
 - b) Maintain Eligible Lists
 - c) Update eligibility records (e.g., Conditions of Employment Preferences, contact updates)
 - d) Generate certification lists
 - e) Maintain certification lists
- 3) Recruitment and Appointment Process
- a) Establish Job controls
 - b) Maintain job controls
 - c) Advertise for job vacancies
 - d) Generate employment contact letters
 - e) Application tracking
 - f) Hiring activities tracking
- 4) Report against examination, certification, and appointment data
- B. Provide on-going consultation, training and guidance regarding use of the Systems
- 1) Ensure the Systems produce the desired results within the laws and rules
 - 2) Confer for solutions in regards to processing needs within the Systems

- 3) Provide assistance in error resolution in regards to examination and certification processing within the Systems.
- C. Provide guidance regarding compliance with the laws and rules governing the examination and certification processes
- D. Provide liaison services with CalHR's Information Technology (IT) in regards to system output, special input services and printing functionality
- E. Provide updates regarding use and functionality of Systems and processes
- F. Schedule and facilitate regular Regional Systems User Group Meetings

4. INFORMATION TECHNOLOGY DIVISION SERVICES

- A. CalHR's Information Technology Division (ITD) supports the Systems and provides the following:
 - 1) Maintenance support of the computer software/programs
 - 2) Upgrades, replacements and enhancements to the computer software, programs and Systems
- B. The ITD provides the standard Management Information Systems (MIS) report to departments. The reports are available online at CalHR.ca.gov. The reports included are:
 - 1) Report 5102 – Ethnic, Sex and Disability profile of Employees by department, Occupation Groups and Classification
 - 2) Report 5112 – Intake and Promotions of all Employees by department, Occupation Groups and Classification
- C. Workforce Analysis – Equal Employment Opportunity and Information Services

CalHR will provide EEO Utilization Reports to state departments and community organizations upon request. These reports include state workforce representation, relevant labor force, employee intake and promotional appointments.

5. SUBSCRIPTIONS FEES

32nd Agricultural Association, Orange County' cost for all services contained in this Attachment A is as follows:

- A. **Subscription costs are based on a fee of \$11.75 per employee.** The number of department employees is calculated as of December 31, 2016. **The minimum cost is \$6,000, which includes full access to all services contained in this Attachment, regardless of the number of employees.**
- B. **A department accessing the Systems from a location(s) in addition to the department's Headquarters Personnel Office** (i.e. Institutions, field offices, or subdivisions) **will be assessed an access fee of \$100.00 per additional location.**
- C. A department utilizing the On-line Systems for any other hiring entity¹ (e.g. department, agency, or commission) will be charged an additional fee as follows:
 - a) **Fewer than 25 employees - \$1,100.00 per Hiring Entity**
 - b) **25 or more employees - \$4,200.00 per Hiring Entity**

¹ **If a department prefers, a separate agreement may be activated for each additional hiring entity**

ATTACHMENT B

SELECTION SERVICES PROGRAM

CalHR's Selection Services Program (SSP) administers specialized examinations on a cost reimbursable basis. The SSP offers a wide variety of selection-related products and services for state departments on a reimbursable basis.

1. SELECTION-RELATED PRODUCTS AND SERVICES

- A. Job Analysis
- B. Work Simulations
- C. Assessment Centers
- D. Structured Interviews
- E. Written Examinations
- F. Physical Skills/Ability Tests
- G. Technical Support and Consultation Services
- H. Organizational Development
- I. Available Specialized Training services include:
 - 1) Selection Consultation
 - a) Civil Service Examination Process
 - b) Eligible List and Certification Process
 - 2) Administer Specialized Examinations
 - 1) Departmental exams
 - 2) Administer Written Examinations

2. SPECIALIZED SELECTION SERVICES

CalHR's SSP provides specialized selection services, upon request, which can assist the 32nd Agricultural Association, Orange County in accomplishing its selection goals. CalHR's staff will work in association with the department to develop customized and comprehensive staffing products and services that meet the state's needs in the following areas:

- A. Expertise and availability of highly trained and experienced selection professionals

- B. Customized projects
- C. Development and use of valid selection components; and
- D. Access to/development of state-of-the-art, cost-effective selection products and services.
- E. Other Specialized Services may be created upon request.

The 32nd Agricultural Association, Orange County agrees to compensate the CalHR for the department specific examination development and maintenance.

3. **SPECIALIZED SELECTION SERVICES EXAM RATES**

- A. The program staff will provide an estimate of the costs **via cost proposals associated with anticipated projects based on the 2017-18 billing rate of \$120.00 per hour².**
- B. Examination Maintenance: **Departments will be billed \$1.00 per candidate taking the exam**

² CalHR Selection Service Program will not provide any requested services until department has allocated funds in Attachment B (Selection Services Program) under the EXHIBIT B, ATTACHMENT 1 or has a separate executed Interagency Agreement to cover the project cost(s).

ATTACHMENT C

SELECTION EXAMINATION FLAT FEE SERVICES

1. FLAT FEE TIERS

The flat fee is based on department size as stated below:

Department Size	# of Employees	Annual Fee
Mega	7,000 +	\$65,000
Large	2,000-6,999	\$35,000
Medium	501-1,999	\$18,500
Small	76-500	\$8,500
Micro	51-75	\$2,500
Nano	0 - 50	\$1,000

2. CALHR'S SELECTION EXAMINATION FLAT FEE:

- A. Provides departments access to all of the following:
- 1) Service-wide and consortium examinations
 - 2) Newly developed class consolidation examinations
 - 3) Hiring lists resulting in expedited the hiring process

ATTACHMENT D

SELECTION TRAINING SERVICES

CalHR Selection Division partners with experts in state departments to provide Selection Analyst Training. Training services will be provided pursuant to the following provisions/guidelines:

1. STANDARD TRAINING PROVIDED TO ALL DEPARTMENTS

- A. CalHR agrees to offer the following training classes as part of the subscription rate paid for Selection Online Systems Services:
 - 1) Examination Systems Training
 - 2) Certification Systems Training
 - 3) Job Recruitment Systems Training
- B. CalHR will schedule training classes annually.
- C. Additional classes may be scheduled if a minimum of 20 training requests are received.
- D. CalHR will schedule training to trainees on a first-come, first-served basis, unless otherwise specified (e.g. training on a new topic may initially be limited in the number of participants allowed per department). CalHR will provide all training classes to contracting departments unless otherwise specified.
- E. CalHR will provide all necessary training materials relating to training provided.
- F. For the training outlined in this attachment, CalHR will announce all classes, dates, times, and registration requirements on the Grapevine website (<https://portal.calhr.ca.gov/sites/grapevine/sitepages/home.aspx>). Unless specified differently in the training announcement posted requests for training must comply with the following procedures:
 - 1) For each training request, the 32nd Agricultural Association, Orange County must submit the appropriate training registration form to CalHR with the following information:
 - a) Training attendee's name
 - b) Training class
 - c) Training date

- 2) Unless specified in the posted training announcement, send training requests to:

Department of Human Resources
Attn: ECOS Consultation Team
1515 S Street, North Building, Suite 500
Sacramento, CA 95811

- 3) CalHR will send training confirmation to each trainee prior to the scheduled class date, provided the training request is received according to the registration requirements. In the event a confirmed trainee is unable to attend a scheduled training, the 32nd Agricultural Association, Orange County may be responsible for paying a fee to recover CalHR's training costs. The 32nd Agricultural Association, Orange County may avoid such a penalty by either:
- a) Sending a replacement trainee, or
 - b) Providing a minimum notice of 48 hours to CalHR prior to start of the training class.

2. INSTRUCTOR-LED CLASSROOM TRAINING

- A. CalHR Selection Division has designed a project based training cohort for selection professionals. This training model will help facilitate learning the required competencies for selection professionals. The new training cohort will allow participants to complete training within six months, will be project based and participants will work on an assigned project during the six months cohort duration. The new certificate program will consist of 13 courses. **The fee to participate in this Selection Analyst Certification Training Cohort is \$1,999 per participant.**
- 1) For more information contact satraining@calhr.ca.gov.
- B. Training services can be customized for the 32nd Agricultural Association, Orange County, delivered locally, or streamed to locations statewide. The training is designed to help employees succeed in their jobs and careers as Human Resources Professionals.
- C. The minimum number of attendees for each instructor led classroom training class is 20. There is no limit as to how many participants can register for and view online webinars.
- 1) For more information contact satraining@calhr.ca.gov.
- D. Below are the Instructor Led courses offered that a department can anticipate scheduling:
- 1) an overview of the state's civil service selection process - webinar
 - 2) chairing interview examinations
 - 3) detailing applications - webinar

- 4) developing structured interviews
- 5) developing, using, and evaluating written examinations
- 6) evaluating minimum qualifications/511bs
- 7) examination administration
- 8) job analysis
- 9) legal aspects of personnel selection – webinar
- 10) methods of assessing training and experience
- 11) pass point setting and scoring models
- 12) reliability & validity – webinar
- 13) work samples and performance tests

ATTACHMENT E

MEDICAL OFFICER SERVICES

1. The Department of Human Resources' (CalHR) Medical Program provides the following:

A. Review of all medical information on new hires.

The medical information will be a completed STD 610 form that is signed by the applicant and reviewed by either a licensed MD or DO (osteopathy). The medical requirements for the particular department or particular position may include ancillary information that is specific to the job such as an audiogram or a peripheral vision check. Peace officer candidates are recommended to use the STD 2-253 form which includes, at a minimum, a color vision test (Ishihara) and an audiogram (ANSI booth and calibration as per POST guidelines).

The examinations should be completed at an occupational medicine clinic rather than by the applicant's personal physician. The examinations that are required should be reimbursed according to established rates (DHCS) by the requesting department.

Additional testing that is requested by the medical program and/or officer at CalHR in order to clear someone for a position (when they are not meeting medical clearance or there are medical issues or concerns), can be reimbursed by the hiring department at their discretion or can be paid for by the applicant.

1) Certification of fitness to perform proposed essential job functions either:

- a) Without restriction; or
- b) Subject to specified medical restrictions.
- c) Medical disqualification based on essential fitness as described by the POST standards or other medical standards such as DOT classifications.

2) Testimony in administrative hearings in support of the professional medical opinions rendered relative to new hires.

B. Consultation on issues such as health and safety, communicable disease, fitness for duty of current employees and drug testing.

C. Subject matter expertise pertaining to medical issues.

2. Costs:

A. Medical Review Fee:

Departments will be billed \$197.00 per medical review. Billing occurs monthly in arrears for the total number of reviews conducted during the previous month.

B. Consultation Fee:

Hourly fee of \$130.00 will apply to subject matter expertise for medically related issues, specific to department need. Consultation of this nature includes, but is not limited to:

- 1) Departmental consultative meetings
- 2) Job specification review and consultation
- 3) Administrative consultation
- 4) Development and rating of medical examinations for job classifications
- 5) Assistance in the development and/or revision of classification specifications
- 6) Expertise and interpretation of medical standards for physical requirements in the performance of essential job functions.

3. Expedite Fee*:

\$197.00 per expedited processing request, in addition to the standard medical review fee (response within 14 days)

***NOTE:** Expedited cases will have a rendered decision within 14 days upon the receiving a completed case file. In the event that a case requires additional information (such as treatment records or a completed background investigation summary), the department has the authority to withdraw their request to expedite the designated case.

ATTACHMENT F

STATEWIDE TRAINING SERVICES

1. The Department of Human Resources' (CalHR) "one-stop-shop" Statewide Training Center offers a variety of competency based, technical, soft skills, and mandated training. The training is designed to help employees succeed in their jobs and careers. Adding this service to Department's consolidated contract will allow Department's employees to sign up for training and a host of services provided by our training partners.
2. CalHR collaborates with state departments and training experts to provide a wide variety of workforce planning, training, and performance management services. These services can be customized for the department based on their specific needs.
3. In addition to offering open enrollment classes, staff are available to work with Department's managers and supervisors to develop customized, program-specific classes. CalHR has the flexibility to schedule existing classes and programs to accommodate the time-sensitive needs of 32nd Agricultural Association, Orange County. Many of these classes can be brought to the local worksite. A list of cost-effective training class titles can be found online at <http://www.CalHR.ca.gov/Training>.
4. Training services include:
 1. On-line training,
 2. Instructor led classes,
 3. CalHR's House Counsel training program (training provided by labor attorneys on technical or sensitive HR rules/laws),
 4. Soft skill,
 5. Leadership, and
 6. Human resources specific training.

ATTACHMENT G

BILINGUAL ORAL FLUENCY EXAM SERVICES

1. The Department of Human Resources (CalHR), Office of Civil Rights (OCR) facilitates provision of oral bilingual fluency examinations to assist departments in complying with the Dymally-Alatorre Bilingual Services Act. The OCR certifies the fluency of bilingual state employees assigned to public contact positions who use bilingual skills five percent (5%) or more during the course of their work. Currently, testing is available in the following languages:
 - A. Hmong
 - B. Spanish
 - C. Tagalog
 - D. Vietnamese
2. Services include:
 - A. Scheduling the oral fluency examination;
 - B. Securing a testing site to administer the examination;
 - C. Securing a certified Chairperson and Rater;
 - D. Preparing the panel package;
 - E. Administering and recording the oral fluency examination;
 - F. Sending examination results to the candidate and department; and
 - G. Adding successful candidates' score on ECOS.
3. **Cost to schedule an examination through Cal is \$115.00 per candidate.** The candidate and the department will receive test scores by mail, and CalHR will also update the ECOS system to reflect successful candidate scores.

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-004-15CI	AMENDMENT NUMBER #2
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

COULTER ASSOCIATES LLC

2. The term of this Agreement is **01/01/15** through **12/31/18** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$97,500.00 Amendment \$368,500.00; Not to exceed \$563,500.00 with inclusion of option years**

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 #SA-004-15CI, dated January 1, 2015, between the District and Coulter Associates LLC is hereby amended as follows:

1. This amendment effective date is January 1, 2018.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide carnival/independent amusement ride safety inspection services for the OC Fair & Event Center by exercising the second option year to renew at the not to exceed amount of NINETY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$97,500.00)
2. 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 pay Contractor a total amount not to exceed THREE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 (\$368,500.00); FIVE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED AND 00/100 (\$563,500.00) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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.)		
COULTER ASSOCIATES LLC		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Fayette Coulter, Owner		
ADDRESS		
600 E. Moss Creek Drive, Bloomington, IN 47401		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-046-16YR	AMENDMENT NUMBER #1
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

West Coast Emergency Medical Services

2. The term of this Agreement is **03/07/16** through **12/31/18** FED ID:

3. The maximum amount of this Agreement after this amendment is: **\$84,327.75 Amendment**
\$236,547.75; Not to exceed \$415,597.35 with inclusion of option years

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 #SA-046-16YR, dated March 7, 2016, between the District and West Coast Emergency Medical Services is hereby amended as follows:

1. This amendment effective date is January 1, 2018.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

CONTRACTOR AGREES:

1. To amend the original contract to provide emergency medical services for the OC Fair & Event Center by exercising the first option year to renew at the not to exceed amount of EIGHTY FOUR THOUSAND THREE HUNDRED TWENTY SEVEN DOLLARS AND 75/100 (\$84,327.75)

STATE AGREES:

1. To pay Contractor a total amount not to exceed TWO HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED FOURTY SEVEND DOLLARS AND 75/100 (\$236,547.75); FOUR HUNDRED FIFTEEN THOUSAND FIVE HUNDRED NINETY SEVEN DOLLARS AND 35/100 (\$415,597.35) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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.)		
WEST COAST EMERGENCY MEDICAL SERVICES		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Jeremy Niederman, President		
ADDRESS		
13502 Whittier Blvd. Suite H#254, Whittier, CA 90605 Email: Jeremy@westems.com ; operations@westems.com Phone: 562-320-1609		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-055-15HS	AMENDMENT NUMBER #2
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

3G PRODUCTIONS, INC.

2. The term of this Agreement is **05/01/15** through **12/31/18** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$265,225.00 Amendment**
\$1,060,900.00; Not to exceed \$1,326,125.00 with inclusion option years

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 #SA-055-15HS, dated May 1, 2015, between the District and 3G Productions, Inc. for sound equipment and services at the Hangar, Action Sports Arena and Plaza Stage, is hereby amended as follows:

1. This amendment effective date is January 1, 2018.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.



CONTRACTOR AGREES:

1. To amend the original contract to provide sound equipment and services for the Hangar, Action Sports Arena, and Plaza Stage for the OC Fair & Event Center by exercising the second option year to renew at the not to exceed amount of TWO HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS AND 00/100 (\$265,225.00)
2. 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 pay Contractor a total amount not to exceed ONE MILLION SIXTY THOUSAND NINE HUNDRED DOLLARS AND 00/100 (\$1,060,900.00); ONE MILLION THREE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS AND 00/100 (\$1,326,125,000.00) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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.) 3G PRODUCTIONS, INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Eli Stearns, President		
ADDRESS 6295 South Pearl St., Suite 800, Las Vegas, NV 89120 Email: knapper@3glp.com Office: (562) 692.9201		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

STANDARD AGREEMENT AMENDMENT CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-056-15GS	AMENDMENT NUMBER #2
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

PRG (CALIFORNIA), INC.

The term of this

FED ID:

Agreement is

05/01/15

through

12/31/183. The maximum amount of this **\$57,915.00 Amendment**Agreement after this amendment is: **\$223,501.63; \$282,586.63 with inclusion option years**

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 # SA-056-15GS, dated May 1, 2015, between the District and PRG (CALIFORNIA), Inc. is hereby amended as follows:

1. This amendment effective date is January 1, 2018.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.


CONTRACTOR AGREES:

1. To amend the original contract to provide sound equipment and services for various stage and venue locations on grounds of OC Fair & Event Center by exercising the second option year at a not to exceed amount of FIFTY SEVEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS AND 00/100 (\$57,915.00).
2. 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 pay Contractor a total amount not to exceed TWO HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED ONE DOLLARS AND 63/100 (\$223,501.63); TWO HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS AND 63/100 (\$282,586.63) with inclusion option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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.)		
PRG (CALIFORNIA), INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Steven Stavropoulos, VP Finance		
ADDRESS		
1245 Aviation Place, San Fernando, CA 91340 Email: sstavropoulos@prg.com (818) 252-2600		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND 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		
		<input type="checkbox"/> Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-057-15HV	AMENDMENT NUMBER #2
REGISTRATION NUMBER 1409473	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

Production Resource Group, LLC (PRG)

The term of this

FED ID:

Agreement is **05/01/15** through **12/31/18**

3. The maximum amount of this **\$206,810.00 Amendment**
 Agreement after this amendment is: **\$798,655.30; \$1,011,370.30 inclusion of option years**

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 # SA-057-15HV, dated May 1, 2015, between the District and Production Resource Group, LLC is hereby amended as follows:

1. This amendment effective date is January 1, 2018.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.



CONTRACTOR AGREES:

1. To amend the original contract to provide video equipment and production services at the Hangar Building, Plaza Stage, Junior Livestock Auction and other locations for the OC Fair & Event Center by exercising the second option year at a not to exceed amount of TWO HUNDRED SIX THOUSAND EIGHT HUNDRED SEVEN DOLLARS AND 56/100 (\$206,807.56).
2. 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 pay Contractor a total amount not to exceed FIVE HUNDRED NINETY ONE THOUSAND EIGHT HUNDRED FORTY FIVE DOLLARS AND 30/100 (\$591,845.30); ONE MILLION ELEVEN THOUSAND THREE HUNDRED SIXTY FOUR DOLLARS AND 64/100 (\$1,011,364.64) inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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.)		
Production Resource Group, LLC (PRG)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Tiffany Lance, Controller		
ADDRESS		
1053 Willingham Dr., Atlanta, GA 30344 (404) 214-4835		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND 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, CFE, VP, Operations		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-117-15GL	AMENDMENT NUMBER #2
REGISTRATION NUMBER 1417001	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME
PRG (CALIFORNIA), INC.
- The term of this Agreement is **06/01/15** through **12/31/17** **FED ID:**
- The maximum amount of this Agreement after this amendment is: **\$351,717.51 Amendment**
\$1,388,936.02; \$1,747,397.10 with inclusion of option years
- 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-117-15GL, dated June 1, 2015, between the District and PRG (California), Inc., is hereby amended as follows:
 - This amendment effective date is January 1, 2018.
 - Except as herein amended, all other terms and conditions remain as previously agreed upon.


CONTRACTOR AGREES:

- To amend the original contract to provide lighting, staging and truss equipment and services on grounds of OC Fair & Event Center by exercising the second option year at a not to exceed amount of THREE HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED SEVENTEEN DOLLARS AND 51/100 (\$351,717.51).

STATE AGREES:

- To pay Contractor a total amount not to exceed ONE MILLION THREE HUNDRED EIGHTY EIGHT THOUSAND NINE HUNDRED THIRTY SIX DOLLARS AND 02/100 (\$1,388,936.02); ONE MILLION SEVEN HUNDRED FORTY SEVEN THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS AND 10/100 (\$1,747,397.10) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> PRG (CALIFORNIA), INC.		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Steven Stavropoulos, VP Finance		
ADDRESS 1245 Aviation Place, San Fernando, CA 91340 Email: sstavropoulos@prg.com (818) 252-2600		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-271-15PA	AMENDMENT NUMBER #2
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

LISA SEXTON

2. The term of this Agreement is **01/01/16** through **12/31/18** FED ID:

3. The maximum amount of this Agreement after this amendment is: **\$176,322.00 Amendment**
\$520,566.00; \$890,810.00 with inclusion of option years

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 #SA-271-15PA, dated January 1, 2016, between the District and Lisa Sexton is hereby amended as follows:

1. This amendment effective date is January 1, 2018.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.



CONTRACTOR AGREES:

1. To amend the original contract to provide entertainment marketing and booking services for the Pacific Amphitheatre at the OC Fair & Event Center by exercising the second option year to renew at the not to exceed amount of ONE HUNDRED SEVENTY SIX THOUSAND THREE HUNDRED TWENTY TWO DOLLARS AND 00/100 (\$176,322.00)

STATE AGREES:

1. To pay Contractor a total amount not to exceed FIVE HUNDRED TWENTY THOUSAND FIVE HUNDRED SIXTY SIX DOLLARS AND 00/100, (\$520,566.00), EIGHT HUNDRED NINETY THOUSAND EIGHT HUNDRED TEN DOLLARS AND 00/100 (\$890,810.00) with inclusion option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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.) LISA SEXTON		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Sexton		
ADDRESS 787 Crescent Ave., Santa Maria, CA 93455		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		