

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
MARCH 2018**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-036-18IO	Ann Bartley	Vermiculture display for 2018 Imaginology	Imaginology	04/15/18 - 04/15/18		\$300.00
SA-043-18GE	Matt Koerner	Matt Koerner performing on the Meadows Stage during the 2018 OC Fair	Fair	08/08/18 - 08/12/18		\$3,250.00
SA-046-18PL	RK Diversified, inc.	To provide Pacific Amphitheatre lighting equipment and services for OC Fair & Event Center. Two year term with three (3) one year options to renew.	Fair	03/22/18 - 12/31/19		\$148,912.16
SA-050-18PA	Southern California Sound Image, Inc.	To provide Pacific Amphitheatre audio equipment and services for OC Fair & Event Center. Two year term with three (3) one year options to renew.	Fair	03/22/18 - 12/31/19		\$426,007.00
SA-052-18PA	Danielle Rosner	"Honey County" performing at the Pacific Amphitheatre	Fair	07/29/18		\$1,000.00
SA-053-18HB	Convallian Productions f/s/o Turn The Page	"Turn The Page" performing at The Hangar during the 2018 OC Fair	Fair	08/09/18		\$2,500.00
SA-054-18GE	Fusion Talent Group	Providing "The Magic Bean" for the Livestock area during the 2018 OC Fair	Fair	07/24/18 - 08/13/18		\$18,750.00
SA-056-18BB	Le Clair and Bradley Enterprises	"Mai Tais" performing on the Baja Blues stage during the 2018 OC Fair	Fair	07/14/18 - 07/15/18		\$600.00
SA-057-18GE	Entertaining the King Touring, Inc. f/s/o Street Drum Corps	"Street Drum Corps" performing as grounds entertainment during the 2018 OC Fair	Fair	07/13/18 - 08/12/18		\$17,825.00
SA-058-18BB	Bill Magee	Bill Magee performing on the Baja Blues stage during the 2018 OC Fair	Fair	07/13/18 - 07/15/18		\$2,400.00
SA-064-18PS	RK Diversified, inc.	Providing Productions Services at the Pacific Amphitheatre. Two year term with three (3) one year options to renew.	Fair	03/22/18 - 12/31/19		\$335,000.00
SA-065-18IO	Imagination Gallery, Inc.	Providing "Wild Science" at 2018 Imaginology	Imaginology	04/11/18 - 04/16/18		\$12,700.00
SA-066-18HL	RK Diversified, inc.	Providing lighting and staging equipment and production services at The Hangar Building and Action Sports Arena for the OC Fair & Event Center. Two year term with three (3) one year options to renew.	Fair	03/22/18 - 12/31/19		\$255,340.00
SA-083-18SP	Raising Cane's Restaurant LLC	Sponsorship	Imaginology	4/1/18-4/27/20	\$12,000 Cash, \$75,000 Trade	
SA-084-18SP	San Antonia Winery	Sponsorship	Fair	7/13/18-8/13/18	\$32,500.00	

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT	CHANGE IN NOT TO EXCEED EXPENSE
SA-50-14BS A#4	CR&A Custom, Inc.	Provide banner and sign printing and installation services	Year round	5/1/2014-4/30/19		\$156,491.00
SA-096-16FTA#1	Professional Parking	Shuttle services	Fair	5/1/16-04/30/19		\$358,800.00
SA-128-16FT A#1	BDK Golf Carts, LLC: DBA Action Golf Cart Rentals	Golf cart rental	Fair and Imaginology	5/1/2016-4/30/19		\$90,845.02
SA-224-16FTYR A#2	Khavarian Enterprises, Inc. DBA Vision Communications Company	Radio rental	Year round	3/1/18-12/31/18		\$2,000 (2018), \$2,400/option year

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SA-238-16WR A#3	Jerry Liu & Associates	Website Rebuild	Year round	8/8/2016-5/31/19		\$12,000.00
SA-096-17YR A#2	UTP Production, Inc.	Provide payroll services for members of Local 504 of Amphitheatre	Year round	04/10/2017-3/14/19		\$306,000.00

Interagency Agreements

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT	CHANGE IN NOT TO EXCEED EXPENSE
SA-060-18IA	Orange Coast College	Trade value	Year round	1/1/18-12/31/18	\$30,000.00	

Letters of Understanding

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

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-036-18IO	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
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District . 32ND DISTRICT AGRICULTURAL ASSOCIATION	CONTRACTOR'S NAME, hereafter called the Contractor . ANN BARTLEY
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2. The agreement term is from **04/15/18** through **04/15/18**

3. The maximum amount payable is \$ **300.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **300.00** (Attach list if applicable.)

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

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.
 ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Goat Milking and Rabbit Fiber Demonstrations at 2018 OC Fair Imaginology**
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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

GTC* **4/17** GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.
 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.) ANN BARTLEY			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, VP, Bus. Development		PRINTED NAME AND TITLE OF PERSON SIGNING Ann Bartley			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 1450 Cottonwood Ln., Amargosa Valley, Nevada 89020 (702) 498-8913, email: vegascooldoggy@yahoo.com			
FUND TITLE Operating	ITEM 5100-41	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED



EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Evy Young, Centennial Farm/Livestock
(714) 708-1925

ANN BARTLEY
Ann Bartley
(702) 498-8913

CONTRACTOR AGREES:

- A. To provide goat milking and angora rabbit fiber demonstrations on Sunday, April 15, at the 2018 OC Fair Imaginology in Centennial Farm to educate the public.
- B. To provide goats for milking.
- C. To provide Angora rabbits for fiber display.
- D. To set-up on Sunday, April 15 between the hours of 7:00am and 9:00am.
- E. To provide staff during the following hours: 10 a.m. – 5 p.m., Sunday, April 15.
- F. Vehicles will not be allowed to enter the event grounds after 9:00am Sunday.
- A. Vehicles must be off grounds 60 minutes prior to event opening and moved to the designated parking areas
- B. To process volunteers through Megan's Law Screening & Certification.
- C. To maintain the display throughout Imaginology. Maintenance to include educational materials and all necessary cleaning.
- D. To remove the display on Sunday, April 15 after 5:00pm.
- E. 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.
- F. The contracted price is inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, emission, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, delivery, pick up, set up, installation, tear down, clean up, daily services, transportation, or any other related services required. The District shall not be billed for any costs that were not specifically included in the contract.

Damages and Lost of Rental Items: Contractor must present claim for damages, to include evidence of damages caused by the District. Such evident must be in a form of either photos taken on the District premises or document signed by a Field Representative. When missing items occurs, the rental cost should stop immediately once the District notify the Contractor. The Contractor must present delivery slip before any compensation can be made. Compensation shall base on the condition of items and price must be equal or less compare to current industry value.

Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.

STATE AGREES:

- A. To provide exhibit space and goat pens at no cost to the Contractor on the Silo Patio.
- B. To provide adequate exhibit signage.
- C. To provide necessary parking passes to the Contractor.
- D. To provide special event liability insurance.
- E. To Pay contractor not to exceed THREE HUNDRED DOLLARS AND 00/100 (\$300.00).



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-41

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 47809. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).



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

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

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

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such



assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the



actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.



8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the



amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-043-18GE	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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 . MATT KOERNER
---	--

2. The agreement term is from **08/08/18** through **08/12/18**

3. The maximum amount payable is \$ **3,250.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **3,250.00** (Attach list if applicable.)

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

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

ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 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)

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.) MATT KOERNER			
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 Matthew Jon Koerner			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 17352 Vinewood Ave., Tustin, CA 92780 (714) 906-5828 mattjkoerner@gmail.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

Matt Koerner
Name: Matthew Jon Koerner
Title: NA
Phone number: (714) 906-5828

CONTRACTOR AGREES:

1. To provide entertainment as, “Matt Koerner,” on the Meadows Stage from August 8 – August 12 at the 2018 OC Fair.
2. The performances shall take place from 8:00 p.m. – 11:00 p.m. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
3. No tip jars are allowed.
4. To provide biographical and news release information as necessary.
5. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
6. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
7. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any performer or their representatives while in the view or earshot of the public will be a finable offense subject to ONE THOUSAND DOLLARS (\$1,000.00) per incident and may preclude Contractor from future performance opportunities at the OC Fair.
8. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
9. The OC Fair is a smoke and vape-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
10. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
11. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide the Meadows Stage, lights and sound on performance dates and times.
2. To provide complimentary parking and OC Fair admission for band members, crew and management.
3. To waive venue merchandise split provided Contractor sells.
4. To provide promotion and advertising as part of the 2018 OC Fair collateral material.
5. To pay Contractor a total sum not to exceed THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00) upon satisfactory completion of work herein required on Sunday, August 12, 2018.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of work herein required on Sunday, August 12, 2018.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

AGREEMENT NUMBER SA-046-18PL
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
RK DIVERSIFIED ENTERTAINMENT, INC.
- The term of this Agreement is: **04/02/18** through **12/31/19** **FED ID:**
with three (3) one-year options to renew at the sole discretion of the District
- The maximum amount of this Agreement is: **\$148,912.16**
Not to exceed \$372,280.40 with inclusion of option years
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide Pacific Amphitheatre lighting equipment and services for OC Fair & Event Center. See Page 2 for additional Scope of Work.	Pages 1 – 18
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 19
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 20 – 23
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 24 – 27
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 28 – 30
Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)	Pages 31 – 33
Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement)	Page 34
Exhibit H – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 35 – 45

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

RK DIVERSIFIED ENTERTAINMENT, INC.

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

TALENT AGENCY I.D. #

Raymond L. Woodbury, President

ADDRESS

**112 North Harvard Avenue, PMB 244, Claremont, CA 91711
 (909) 579-0511**

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, Vice President, Operations**

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

**California Department of General
 Services Use Only**

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Dan Gaines
Title: Entertainment Director
Phone number: (714) 708-1924

RK Diversified Entertainment, Inc.
Name: Raymond Woodbury
Title: President
Phone number: (909) 579-0511

A. PURPOSE AND BACKGROUND

The 32nd District Agricultural Association (“District”) is seeking a highly qualified, dynamic company to provide lighting equipment and services for the Pacific Amphitheatre at the OC Fair & Event Center. The District is a California State agency, operating under the purview of the Division of Fairs and Expositions of the California Department of Food and Agriculture, and is governed by a nine-member Board of Directors appointed by the Governor of California.

The OC Fair & Event Center is a 150-acre event venue located in Costa Mesa, California. The site hosts over 150 events each year, which attracts 4.3 million visitors annually, and is home to the OC Fair, Centennial Farm, Pacific Amphitheatre, Heroes Hall and Imaginology.

The OC Fair is the second largest fair in the state of California and the eighth largest fair in the United States. The OC Fair currently operates for twenty-three (23) days in July and August, Wednesday through Sunday (dark Monday and Tuesday). The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations.

During the annual Fair, the Pacific Amphitheatre is the host venue for the OC Fair’s headline concert series. The Amphitheatre was built in the early 1980s and commercially operated until it was sold to the District in 1993, where it continues to offer a premier concert experience in Orange County. The Pacific Amphitheatre is an outdoor venue which provides an intimate concert experience for approximately 8,200 guests per show.

The concert series is part of the larger OC Fair and comprises an “event within the event” orientation. While concert activity is a highlight of the OC Fair, it is one component of robust programming in agriculture, attractions, entertainment and amusement, food and beverage, and exhibits which comprise the total OC Fair experience.

Contractor’s services shall include providing rental lighting equipment and services, including, but not limited to, personnel, maintenance, rigging, truss, configuration, controllers, dimmers, power distribution, spotlights, intercoms, and consoles at the Pacific Amphitheatre for the annual OC Fair, as indicated below.

B. MINIMUM QUALIFICATION REQUIREMENTS

1. Documented evidence of five (5) years of relevant experience providing similar equipment and services, including installation, monitoring and utilization, for at least four (4) venues equivalent to the Pacific Amphitheatre and OC Fair & Event Center meeting the following requirements:
 - a. Contractor was primary equipment provider using both conventional and moving lights;
 - b. Venues serviced by Contractor had a minimum capacity of 7,500;
 - c. Over the five (5) week period of the OC Fair, the District’s Pacific Amphitheatre concert schedule maintains five (5) consecutive days of performances followed by two (2) days dark. Contractor shall have experience servicing a tour, festival or concert series in which they were required to maintain a similar schedule; and
 - d. Contractor serviced a minimum of one (1) equivalent (see items a. through c. above) venue in 201.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. Contractor and/or Contractor's employees/volunteers/independent contractors must have demonstrated technical competence and technical ability with live action, outdoor lighting systems, intelligent lighting, detailed design plans and mastery of on-the-spot country, rock, and pop music stage show productions in an amphitheatre-style venue.
3. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

C. GENERAL REQUIREMENTS

1. Contractor understands that the safety of the audience, performers, and production staff is the number one priority to the District. Contractor must comply with all District event/equipment safety procedures, audience safety/crisis management plans, and electrical fire prevention and abatement programs specific to District venue(s).
2. Contractor shall provide a professional quality concert lighting system for the Pacific Amphitheatre. The lighting system must be able to support national, touring acts. This is to include conventional lighting as well as intelligent lighting for an audience of up to 8,200 patrons in an outdoor area. Contractor shall also provide the staff and personnel to operate and maintain the system.
3. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
4. Contractor must provide the District with a complete written list of all onsite equipment for verification by the District.
5. Contractor shall be responsible for maintaining lighting and lighting-related equipment which will remain in place from the first day of installation through the end of the last performance.
6. Contractor shall be required to set up in the Pacific Amphitheatre, as specified by the District, according to the performance schedule.
7. Contractor shall provide versatile and competent personnel and lighting equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of musical genres and lighting themes. Examples of past performers include The Offspring, Little Big Town, Lynyrd Skynyrd, Ziggy Marley and Earth, Wind & Fire.
8. Contractor shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including the District's staff, District's Safety & Security personnel, and the District's Pacific Amphitheatre production contractors.
9. Contractor shall provide lighting equipment and personnel for a minimum of twenty-three (23) performance nights during the run of the annual OC Fair, plus eight (8) to twelve (12) non-Fair events at the District, in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. Contractor shall support all artists/acts scheduled to perform on a single performance night, including opening and headline acts.
10. Contractor shall provide innovative and cost effective lighting system designs that can meet typical artist requirements for the types of music presented at venue, and must differ for each show. Contractor designs shall be accommodating and flexible, demonstrating creative, professional and cost-effective solutions.
11. Lighting failures visible to the audience are not acceptable. Any failure(s), including, but not limited to, instrument, system component, and/or lamp/fixture outage must be immediately resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete lighting system is maintained at all times.

EXHIBIT A – SCOPE OF WORK (CONT.)

12. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph D.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
13. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of lighting equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
14. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this RFP shall be implemented.
15. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for 2018 OC Fair, but are subject to final requirements and final approval by District Management.
16. Contractor must secure all lighting equipment and systems in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Contractor must include in the cost estimate the cost of all weights, anchors, equipment safety lines, or other items used to secure lighting equipment and systems. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation.
17. The final layout of lighting equipment and systems may vary for each performance. The location and position of the equipment will be identified in conjunction with District Management and/or the touring production team. It is Contractor's responsibility to ensure accurate placement.
18. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
19. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The actual final requirements will be contingent upon the entertainer/artist and varying theme established for each performance.
20. The District may require items not described in this RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
21. Contractor shall provide high-quality color photos, CAD drawings and/or specification sheets, as applicable, of equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.
22. Upon contract award, Contractor shall immediately begin an analysis and development of lighting systems for the 2018 OC Fair and shall have a finalized plan no later than May 2018 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.
23. Contractor shall present, for District review and approval, a lighting recommendation each year beginning in 2019, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the lighting design layout and required equipment for that year's annual OC Fair. At this time, Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.

EXHIBIT A – SCOPE OF WORK (CONT.)

24. Contractor shall abide by all local, State and Federal laws and with all District policies and procedures. (See attached for all applicable District policies and procedures).

D. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of touring lighting designers. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraph G and may be modified by the District at any time.
4. All equipment must be clean and in excellent condition. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall be in good repair and will have been checked out and tested before being installed at the venue.
5. All equipment must be installed in accordance with local, State and Federal legal safety standards. See attached procedure for fall arrest.
6. To the degree possible, all equipment must be secured to prevent theft. The District will provide security personnel to monitor the stage area from 10 p.m. to 8:00 a.m. While the District provides specifically assigned security personnel in the spirit of cooperation, the equipment is brought to the venue at the sole risk of the Contractor. The District does not take responsibility for loss of equipment for any reason, including, but not limited to, by theft, damage, vandalism, or act of nature.
7. Venue security is the responsibility of District. In order to optimize this security, the Contractor will fully support and cooperate with the District Safety & Security team as well as other District staff. All Contractor employees must abide by District safety procedures and help to establish and enforce all health & safety requirements related to operational work and workers.
8. Contractor will participate in coordination meetings, as applicable, with Artist production teams, in-house production management and contracted stage labor.
9. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
10. The Pacific Amphitheatre super structure is installed with a permanent fall protection system for installation personnel to utilize. Contractor shall be responsible for all equipment needed to hook into District's fall protection system, including but not limited to hardware, harnesses, safety lines, etc.
11. The systems must be weather protected and capable of operating over a wide range of temperatures.
12. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.
13. Contractor will supply all required rigging for the lighting system, including motors, steel cables, shackles, span-sets, burlap, rings, etc.

EXHIBIT A – SCOPE OF WORK (CONT.)

14. Power will be supplied by a reliable source, which may be a static power supply or generator system supplied by the District or a District-approved vendor.
15. Contractor will provide all power distribution for the complete lighting system. Access to up to 600 amps, three-phase, is available at stage left. Contractor shall provide distribution from the breaker panel extreme mid-stage left. It is anticipated Contractor will require 150 feet of camlock feeder for this endeavor; however, it is Contractor's responsibility to provide and install all appropriate devices, cables, cords, wires, connectors, etc., to secure and maintain electrical connectivity.
16. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.
17. Contractor shall keep adequate spare lamps, materials, equipment, and personnel onsite in order to make any required repairs to the lighting system.
18. Contractor shall provide all necessary gel color, frames, replacement lamps/bulbs, etc., to keep the system operating at maximum potential.
19. Contractor shall provide prompt repair or replacement of any faulty equipment.
20. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
21. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the lighting system. Specific equipment is called out in this RFP as required for the overall functionality of the lighting system; however, Contractor is responsible for ensuring a complete lighting design package. The equipment list provided shows the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations are acceptable with District approval and the intent should be a dynamic, unique and cost-effective design.
22. The Pacific Amphitheatre is equipped with a sophisticated video system. Contractor shall design the lighting levels, etc. with appropriate and applicable consideration given to the existing video system.
23. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
24. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
25. Contractor shall immediately notify District Management of any hazardous electrical conditions.
26. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies. All equipment used shall be deemed to be safe and in good repair.

E. VENUE DESCRIPTION AND INFORMATION

Contractor shall refer to Attachment A (see Part VIII) for a detailed plan view drawing of the following:

1. The Pacific Amphitheatre seats 8,200 people in a fairly conventional, fan-shaped seating bowl.
2. Front of House (FOH) is centered in the rear of the first audience section, 110 feet from the stage lip, and approximately 14 feet above the stage elevation.

EXHIBIT A – SCOPE OF WORK (CONT.)

3. From the stage lip to the upper most center seat is approximately 240 feet, with a rise of approximately 30 feet above stage level.
4. An earthen berm, approximately 280 feet (berm center) from the stage, surrounds the rear seating areas. The berm will not be seated. The berm is approximately 55 feet higher than stage level.
5. The stage house consists of a steel super structure enveloped in black drapery.
6. Stage lighting is flown from a steel super structure.
7. The Pacific Amphitheatre Super Structure is installed with a permanent fall protection system for installation personnel to utilize. Contractor shall be responsible for all equipment needed to hook into District's fall protection system, including but not limited to hardware, harnesses, safety lines, etc.
8. The truck loading dock is a negative incline off stage left.
9. House power is stage left.
10. Lighting controls are stage left.
11. Equipment storage is located under the stage platform. Contractor may utilize all or a portion of this area for equipment storage, as mutually agreed upon by Contractor and the District.

F. PERSONNEL SERVICES AND REQUIREMENTS

1. Contractor shall supply all personnel necessary to meet the following requirements:
 - a. All labor personnel shall be certified in the manner applicable to the task(s) which they are performing.
 - b. All personnel must have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including the Entertainment Department, District staff, other Pacific Amphitheatre contractors, and under the direction of the Entertainment Director and the District Vice President of Operations, to produce high-level live events.
 - c. A minimum of two (2) qualified, competent technicians/operators must be provided to set up, rig, focus, operate and strike the system. These technicians must also be available at all times for technical, operational or supervisory assistance. Contractor shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
 - d. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
 - e. Labor shall include all delivery, installation, operation, maintenance, teardown and removal services necessary to support each performance each day of the 23 current days of the annual OC Fair.
 - f. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all delivery, installation and removal requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
 - g. Technicians must be present for the initial lighting set-up, all twenty-three (23) days of the Fair and the final lighting strike.
 - h. There are to be no more than three (3) different technicians throughout the run of the Fair.
 - i. Contractor shall abide by all District procedures as provided by the District. See attached procedures.

EXHIBIT A – SCOPE OF WORK (CONT.)

j. Setup and Teardown:

- i. Typically, installation and teardown will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. It is anticipated initial setup and final teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.
- ii. Contractor shall be required to provide lighting equipment and services for the annual OC Fair each July and August. Setup generally begins one (1) week prior to the event and the system should be loaded in, set up and checked out to the mutual satisfaction of the Contractor and District Management two (2) days prior to opening day of the Fair.
- iii. It is anticipated Contractor will begin setup on Wednesday, June 27, 2018, and shall have all equipment set up and operational by 5:00 p.m. on Monday, July 2, 2018 however, the exact dates are subject to change. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.
- iv. Teardown begins the day after the last performance. Contractor must supply lighting personnel during setup/teardown or as specified by the District. Contractor is allowed up to five (5) days for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.
- v. The Equipment List has been included in Paragraph G for the purposes of illustrating the size and scope of the typical annual OC Fair. It in no way obligates the District to request or secure each or any item in the quantities listed. The equipment list for the 2015 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on performance themes and number of performances.
- vi. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
- vii. Equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo and meets the requirements detailed in this RFP as well as the design plan for that Fair run. Photos provided by Contractor in response to this RFP shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph D.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- viii. Contractor shall maintain a load-in/load-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.

k. Show/Rehearsal Crew:

- i. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, provide security for equipment, and tear down equipment.

EXHIBIT A – SCOPE OF WORK (CONT.)

- ii. Show/Rehearsal crew shall be onsite and available from load-in through load-out of each show/performance night. A typical workday begins at 9:00 a.m. and ends at midnight. Daily meals are provided to show/rehearsal personnel.
- iii. Below is an example of a typical performance schedule:
 - 1. Performances typically begin between 6:30 p.m. – 8:30 p.m.
 - 2. Support act and/or headline act may be introduced before act takes the stage.
 - 3. Support act on stage. Some shows may have no support act, and some shows may have more than one support act.
 - 4. Headline act on stage. There is a 20-minute maximum changeover between acts.
 - 5. Shows typically end between 10:00 p.m. and 10:30 p.m.
- iv. Contractor shall provide a dedicated System Operator who is also capable of being a Crew Chief.
- v. Contractor shall provide a minimum of one (1) System Technician who shall be responsible for the dimmer world and overall ongoing system maintenance.
- vi. Contractor's personnel shall adapt and be flexible to reasonable requests, as determined appropriate by the District and/or made by traveling/touring Lighting Designers, including, but not limited to, changing gels, lamps, and design elements.
- vii. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's lighting system is supplemented for a performance. Technicians will be required to assist in load-out and re-hanging of system whenever the visiting performer's production services are used. Contractor agrees that no additional charges will be assessed against the District for installation, maintenance, or teardown of visiting production equipment.
- viii. Contractor shall be prepared to operate the lighting system in cases where the performer does not bring its own lighting director. The District shall supply Contractor with a list of performances requiring a lighting operator as soon as practicable prior to performance night(s). Contractor agrees that no additional charges will be assessed against the District for these services.

G. EQUIPMENT DEFINITIONS, LIGHTING CONCEPT AND BIDDING REQUIREMENTS

The below equipment list identifies the items most commonly utilized by the District. The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair. The list is provided as an estimate only. Contractor is responsible for a cost effective and comprehensive lighting design. This equipment list is included to outline the scope of requirements as substantiated by the variety of past performances (see Paragraph C.6. above). Contractor shall use the estimated equipment list as a basis to then create dynamic looks that can easily change each performance night. Based upon Contractor's experience and the information contained herein, Contractor shall supply a lighting design plan and provide lighting equipment and services appropriate for a venue of this scope which showcases national talent.

All equipment shall be substantially of the same type, model and capacity as items requested and shall be capable of performing in substantially the same manner as the equipment specified. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The brands and models have been selected based on past requirements and equipment suitability. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite.

Approval will be required from the District for any changes to the District's equipment list contained in this RFP. If Contractor wishes to propose alternate equipment as a substitution to equipment on the District provided

EXHIBIT A – SCOPE OF WORK (CONT.)

equipment list, confirmation of acceptance or denial of such equipment may be obtained during the RFP process by submitting a question per the requirements detailed in Part II, Paragraph E. After contract award, if the Contractor wishes to propose alternate equipment as a substitution to equipment on the District provided equipment list, approval must be requested in writing as part of Contractor's annual Lighting Design Proposal per Part IV, C.21.

All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in this RFP, as applicable, must be included in the labor/equipment pricing submitted in Contractor's Financial Proposal Bid Form. Contractor's services include any labor or materials not mentioned, but required to make the installation and removal whole, complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations. Requirements including, but not limited to, California State approved fire extinguishers, all anchoring mechanisms, equipment safety lines, or any other items necessary to secure equipment to prevent tipping or collapse, must be included in the cost of the equipment. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable.

The contracted "OC Fair" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown. The "Per Show" Equipment and Labor Package prices shall be used in the event the District requires one (1) or more additional show days beyond the projected 23 show days within the installation period. The "Per Week" Equipment and Labor Package rates shall be used for pre and/or post OC Fair extensions of the installation period. Additions may occur any time immediately before, during or after the 23-day run of the OC Fair.

Contractor is responsible to ensure a complete and fully functional lighting package/system is provided and shall ensure all appropriate and necessary costs have been considered and incorporated into the fixed pricing.

This shall include, but not be limited to, items such as:

- All conventional lighting fixtures are to be complete with gel frames, gel, and safeties.
- Inclusion of a wide variety of gel to use for creating unique themes and looks.
- All cables, connectors, feeders, etc. for power distribution.
- Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
- Spare fixtures, and bulbs/lamps.

1. CONFIGURATION

Contractor shall follow a simple, proven concept that has been typical for performances at the Pacific Amphitheatre, and typical of touring-type lighting rigs for medium size music performance venues featuring high-level touring talent:

1. Trusses are flown from existing super structure;
2. Dimmer world is stage left;
3. Control position is FOH, beside audio;
4. Intercom between console, three (3) spot towers, dimmer world, production office and house lighting control (in rear of power room); and
5. Power distribution with up to 600 amps, three-phase, available at stage left.

Contractor's design is to fully cover the performance area(s) of the stage and be bright enough for full video production.

EXHIBIT A – SCOPE OF WORK (CONT.)

2. LIGHTING EFFECTS PACKAGE

Lighting/effects package the District has used successfully in the past includes:

- (144) *Total Structures* - 1k Par 64 cans complete with gel frames
- (24) *TMB* ACL cans (6 bars of 4)
- (16) *ETC* Source Four® Lekos with lense variety and spares; 190,260,360
- (4) *PMB* 8-light Molebays
- (10) *Martin* Mac 700 Profiles with spares (moving lights)
- (20) *Chauvet* Q-Wash 560z-LED moving light with spares
- (8) *Elation* Platinum Beams 5R w/ spares (moving lights)
- (24) *Chauvet* COLORband™ Pix Strip
- (15) *Martin* 3000 Atomic Strobes
- (24) *Chauvet* COLORband™ Pix Strip Lights
- (6) *Reel EFX* DF 50 Hazers with fans

A moving light package is acceptable in lieu of some of the above. Acceptable moving light brands are Vari-Lite, Martin, Chauvet, Clay Paky, PRG.

3. TRUSSING

Trusses are flown from the existing super structure. The below list is representative only and the required detail is dependent on the specifics of Contractor's lighting design:

- (5) *Tomcat* 20.5" x 10' Truss
- (12) Units of *Total Structures* Pre Rig Truss
- (14) *Total Structures* 12"x12"x10' truss for cable bridge and US truss 1,2 and SL & SR wings

Contractor shall supply the following equipment and install District-provided sponsorship banners and sound wall curtains:

- (120') *Total Structures* 12" box truss
- (60') *Tomcat* 20.5" box truss

4. RIGGING

The system must be flown from the existing super structure, which is load bearing.

Contractor shall provide all rigging for their system. This includes, but is not limited to: motor cables, motor distribution and controller, all steel, shackles, span-sets, rigging ropes, burlap and block and falls for cable picks (this can also be motors).

- (12) *CM* Hoists 1 ton
- (6) *CM* Hoist 1/2 ton
- (2) 8-way motor control
- (2) 16-way motor pendant
- (13) *CM* Hoists ½-ton chain motors and all associated rigging hardware and electrical systems (for District-provided sponsorship banner and sound wall curtains)

EXHIBIT A – SCOPE OF WORK (CONT.)

5. CONTROLLERS

Control position is Front of House (FOH) adjacent to audio.

Due to lighting rig complexity, two (2) consoles are required. This combination has been successfully utilized in the past:

- (1) *High End* Road Hog Full Boar Console with Playback wing
- (1) MA Lighting Grand MA 2 Lite Lighting Console

Control cables from FOH to dimmer world will be run through the Pacific Amphitheatre conduit system.

Console(s) will be interchangeable within reason for touring Lighting Director at no cost to the District.

6. DIMMERS

Dimmer world is stage left.

Dimmers should be of the highest quality, in excellent condition, and should be capable of handling, with flexibility, all possible requirements dictated by the system.

Patching facilities should be of the same high quality.

- (1) *ETC* 96-way Sensor Rack Dimmer
- (1) *ETC* 48-way Sensor Rack Dimmer

7. POWER DISTRIBUTION*

Main service is 600 amp, 3-phase located at stage left.

Approximately 100 feet of main feeder cable (x 5 = 500') which meets all applicable CAL/OSHA requirements, as well as all applicable electrical codes and loads is required.

All necessary hardware and cable (lugs, camlocks and tails) for main electrical service tie-in is required.

Any and all necessary disconnects, distribution panels, etc. as required.

*Power Distribution information is supplied to educate Contractor on power supply available; however, the anticipated needs and costs to fully supply and hook up power to make system complete and operational shall be included in the package price, but not called out as an individual line item.

8. SPOTLIGHTS

- (4) *Ballantyne Strong, Inc.* Xenon Super Trouper spotlights with AC cords and gel packs

These four (4) spotlights will be placed on three (3) follow spot towers. The center tower will have two (2) spotlights and the other two towers will have one (1) spotlight each.

Note: Qualified spotlight operators will be supplied by the District. Do not include in pricing for Personnel/Labor submitted in the Financial Proposal Bid Form.

EXHIBIT A – SCOPE OF WORK (CONT.)

9. INTERCOM

Intercom will be required between console, three (3) spot towers, dimmer world, production office, stage manager (stage right) and house lighting control (in rear of power room), and spare.

- Ten (10) stations of *Clear-Com* with all necessary cabling, belt packs and headsets are required.

10. MISCELLANEOUS BOH LIGHTING

- Loading dock/ramp - four (4) Par 64s, are required.
- Backstage compound - eighteen (18) Par 56s, are required.
- Walkway area - four (4) Par 64s, are required.
- All necessary pin cable, Edison to pin adapters, large supply of extension cords, clamps, gels, etc. are required and should be included in the pricing submitted in the Financial Proposal Bid Form.

H. CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-04/2017 Certification, GTC 04/2017 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

3. Vehicles, Equipment and Supplies

All vehicles and equipment shall be provided by the Contractor. All vehicles and equipment will be clearly marked in a professional manner with Contractor's company name and/or logo. All vehicles and equipment must be maintained and cleaned in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on District property and adhere to the District's *Equipment Safety Policy* (See Part IX - Forms) at all times.

Contractor is to provide vehicles necessary to transport equipment. The District will provide limited parking for trucks upon request on an as-available basis.

The use of cars, trucks and vans is prohibited on the fairgrounds one (1) hour before opening, during OC Fair hours and one (1) hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

EXHIBIT A – SCOPE OF WORK (CONT.)

5. Security

Security of the lighting equipment is the responsibility of the Contractor. The Pacific Amphitheatre is monitored by District security personnel 24 hours per day upon initial installation of the equipment. However, the security personnel is provided in partnership with the Contractors providing equipment in the venue and all equipment is brought to the District at the risk of Contractor. The District does not take responsibility for loss of equipment for any reason, including, but not limited to, by theft, damage, vandalism, or act of nature.

6. Weather Protection

Weather protection is the responsibility of the Contractor. The stage will be covered, but is not watertight.

7. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

8. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

9. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements), must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

10. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

11. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. Please see attached procedures.

The District requires Contractor's employees to wear, in a clearly visible location, identification cards, and/or credentials while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned by Friday following the end of the OC Fair. All employees must abide by the District procedures as provided by the District.

EXHIBIT A – SCOPE OF WORK (CONT.)

12. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

13. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

14. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

15. Subcontracting

Subcontracting of efforts involving labor and/or installation services is not allowed. Contractor may utilize additional suppliers to meet the District's equipment needs.

16. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security and Parking & Traffic departments.

17. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

18. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up for each piece of equipment provided as well as the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

EXHIBIT A – SCOPE OF WORK (CONT.)

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

19. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

20. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the “not to exceed” amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate changes in specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

21. Megan’s Law Screening

All of Contractor’s employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor’s subcontractors who will be performing job related duties on District premises must pass background checks under “Megan’s Law” as required by the District’s current Megan’s Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District’s Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District’s current Megan’s Law policy is attached (see Part IX – Forms).

22. Right to Replace/Dismiss

Contractor’s onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor’s onsite personnel or any member of Contractor’s onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor’s permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan’s Law, or fails to meet the District’s safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor’s subcontractor, as the case may be) cease using said employee at the District’s facilities and Contractor (or Contractor’s subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor’s employees or of Contractor’s subcontractor’s employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this RFP.

23. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor’s employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to

EXHIBIT A – SCOPE OF WORK (CONT.)

perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

24. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

25. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

26. Termination

The District reserves the right to terminate without cause 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. The District has the right to terminate any contract in its sole and absolute discretion.

27. Anticipated Contract Term

The term of the Pacific Amphitheatre Lighting Equipment and Services contract shall be from April 2, 2018 through December 31, 2019 with three (3) one (1)-year options to renew with the approval and acceptance of the 32nd District Agricultural Association.

CONTRACTOR AGREES

1. To perform according to the Scope of Work and Contract Terms and Conditions contained herein at the rates specified in Exhibit F – Contracted Financial Proposal Bid Form.
2. The District's Request for Proposal (RFP) for Pacific Amphitheatre Lighting Equipment and Services, PL-02-18, dated February 8, 2018, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.
3. The Contractor's proposal for Pacific Amphitheatre Lighting Equipment and Services, PL-02-18, dated February 24, 2018, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.



EXHIBIT A – SCOPE OF WORK (CONT.)

4. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Further, these personnel shall be solely authorized to request changes, corrections and/or additions to the scheduled order.
2. To allow Contractor access to the District's property as necessary.
3. To pay Contractor a total amount not to exceed THREE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED EIGHTY DOLLARS AND FORTY CENTS (\$372,280.40), including option years, based upon the rates as shown in Contractor's Financial Proposal.
4. Estimated price breakdown is as follows assumes the flat rate for the annual 23-day season and a possible eight (8) additional shows. Payment will be made based upon actual number or shows. The fee detail is included as Exhibit F – Contracted Financial Proposal Bid Form:

Pacific Amphitheatre Production Services	
04/02/18 – 12/31/19	\$148,912.16
01/01/20 – 12/31/20	\$74,456.08
01/01/21 – 12/31/21	\$74,456.08
01/01/22 – 12/31/22	\$74,456.08
ESTIMATED FIVE YEAR TOTAL	\$372,280.40

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-72

PAYMENT PROVISIONS:

To pay Contractor a total amount not to exceed THREE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED EIGHTY DOLLARS AND FORTY CENTS (\$372,280.40), including option years, based upon the rates as shown in Contractor's Financial Proposal.

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall be submitted upon completion of services rendered to the District and shall contain the following, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number: 47900;
4. Itemization of costs with corresponding order number, specifications, dates of delivery/pick-up, and location for each piece of equipment ordered; and
5. Name of personnel with listing of actual date(s) worked, including shift start and end times.

Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM

All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form.

All equipment shall be substantially of the same type, model and capacity as items listed below and shall be capable of performing in substantially the same manner as the equipment specified. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The brands and models have been selected based on past requirements and equipment suitability. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional lighting package/system is provided.

The contracted “OC Fair” Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an “all inclusive” cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown. The “Per Show” Equipment and Labor Package prices shall be used in the event the District requires one (1) or more additional show days beyond the projected 23 show days within the installation period. The “Per Week” Equipment and Labor Package rates shall be used for pre and/or post OC Fair extensions of the installation period. Additions may occur any time immediately before, during or after the 23-day run of the OC Fair.

PRICING: RUN OF FAIR

Pacific Amphitheatre Lighting & Equipment Package - RUN OF FAIR (Currently 23 Shows)		2018 OC Fair Equipment Package Price	2019 OC Fair Equipment Package Price	2020 OC Fair Equipment Package Price	2021 OC Fair Equipment Package Price	2022 OC Fair Equipment Package Price
Equipment Description	Proposed Substitution (If Left Blank, Bidder Proposes to Provide Specific Equipment Listed)					
Lighting Effects Package						
(144) Total Structures - 1k Par 64 cans complete with gel frames		\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
(24) TMB ACL cans (6 bars of 4)		\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
(16) ETC Source Four® Lekos with lense variety and spares; 190,260,360		\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
(4) PMB 8-light Molebays		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
(10) Martin Mac 700 Profiles with spares (moving lights)		\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
(20) Chauvet Q-Wash 560z-LED moving light with spares		\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
(8) Elation Platinum Beams 5R w/ spares (moving lights)		\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00	\$ 2,050.00
(24) Chauvet COLORband™ Pix Strip		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(15) Martin 3000 Atomic Strobes		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
(24) Chauvet COLORband™ Pix Strip Lights		\$ -	\$ -	\$ -	\$ -	\$ -
(6) Reel EFX DF 50 Hazers with fans		\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Trussing						
(5) Tomcat 20.5' X 10' Truss		\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
(12) Units of Total Structures Pre Rig Truss		\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00
(14) Total Structures 12"x12"x10' truss for cable bridge and US truss 1,2 and SL & SR wings		\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
(120') Total Structures 12" box truss		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
(60') Tomcat 20.5' box truss		\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Rigging						
(12) CM Hoists 1 ton chain motors		\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00
(6) CM Hoist 1/2 ton chain motors		\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
(2) 8-way motor control		\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
(2) 16-way motor pendant		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
(13) CM Hoists 1/2 ton chain motors and all associated rigging hardware and electrical systems (for District-provided sponsorship banner and sound wall curtains)		\$ 3,850.00	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00
Controllers						
(1) High End Road Hog Full Boar Console with Playback wing		\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
(1) MA Lighting Grand MA 2 Lite Lighting Console		\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00
Dimmers						
(1) ETC 96-way Sensor Rack Dimmer		\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
(1) ETC 48-way Sensor Rack Dimmer		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Spotlights						
(4) Ballantyne Strong, Inc. Xenon Super Trouper Spotlights with AC cords and gel packs		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Intercom						
(10) Stations of Clear-Com with all necessary cabling, belt packs, and headsets are required		\$ 460.00	\$ 460.00	\$ 460.00	\$ 460.00	\$ 460.00
Miscellaneous BOH Lighting (Required)						
(4) Par 64s - Location: Loading Dock/Ramp		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
(18) Par 56s - Location: Backstage Compound		\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
(4) Par 64s - Location: Walkway Area		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Total OC Fair Lighting Equipment Package Cost		\$ 39,610.00	\$ 39,610.00	\$ 39,610.00	\$ 39,610.00	\$ 39,610.00
Personnel - OC Fair Package Labor Cost		\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00
CUMULATIVE ANNUAL TOTAL - RUN OF FAIR		\$ 62,110.00	\$ 62,110.00	\$ 62,110.00	\$ 62,110.00	\$ 62,110.00
TOTAL BID - OC FAIR LIGHTING EQUIPMENT PACKAGE - RUN OF FAIR						\$ 310,550.00



All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form.

All equipment shall be substantially of the same type, model and capacity as items listed below and shall be capable of performing in substantially the same manner as the equipment specified. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The brands and models have been selected based on past requirements and equipment suitability. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional lighting package/system is provided.

The contracted "OC Fair" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown. The "Per Show" Equipment and Labor Package prices shall be used in the event the District requires one (1) or more additional show days beyond the projected 23 show days within the installation period. The "Per Week" Equipment and Labor Package rates shall be used for pre and/or post OC Fair extensions of the installation period. Additions may occur any time immediately before, during or after the 23-day run of the OC Fair.

PRICING: PER SHOW

Pacific Amphitheatre Lighting & Equipment Package - PER SHOW		2018	2019	2020	2021	2022
Equipment Description	Proposed Substitution (Per Equipment Listed in "RUN OF FAIR" Schedule, if any)	OC Fair PER SHOW Package Price	OC Fair PER SHOW Package Price	OC Fair PER SHOW Package Price	OC Fair PER SHOW Package Price	OC Fair PER SHOW Package Price
Lighting Effects Package						
(144) Total Structures - 1k Par 64 cans complete with gel frames	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(24) TMB ACL cans (6 bars of 4)	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(16) ETC Source Four® Lekos with lense variety and spares; 190,260,360	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(4) PMB 8-light Molebays	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(10) Martin Mac 700 Profiles with spares (moving lights)	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(20) Chauvet Q-Wash 560z-LED moving light with spares	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(8) Elation Platinum Beams 5R w/ spares (moving lights)	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
(24) Chauvet COLORband™ Pix Strip	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(15) Martin 3000 Atomic Strobes	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(24) Chauvet COLORband™ Pix Strip Lights	See "RUN OF FAIR" Schedule	\$ -	\$ -	\$ -	\$ -	\$ -
(6) Reel EFX DF 50 Hazers with fans	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Trussing						
(5) Tomcat 20.5' X 10' Truss	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(12) Units of Total Structures Pre Rig Truss	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(14) Total Structures 12"x12"x10' truss for cable bridge and US truss 1,2 and SL & SR wings	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(120') Total Structures 12" box truss	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(60') Tomcat 20.5" box truss	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Rigging						
(12) CM Hoists 1 ton chain motors	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(6) CM Hoist 1/2 ton chain motors	See "RUN OF FAIR" Schedule	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
(2) 8-way motor control	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(2) 16-way motor pendant	See "RUN OF FAIR" Schedule	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
(13) CM Hoists 1/2 ton chain motors and all associated rigging hardware and electrical systems (for District-provided sponsorship banner and sound wall curtains)	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Controllers						
(1) High End Road Hog Full Boar Console with Playback wing	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(1) MA Lighting Grand MA 2 Lite Lighting Console	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Dimmers						
(1) ETC 96-way Sensor Rack Dimmer	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(1) ETC 48-way Sensor Rack Dimmer	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Spotlights						
(4) Ballantyne Strong, Inc. Xenon Super Trouper Spotlights with AC cords and gel packs	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Intercom						
(10) Stations of Clear-Corn with all necessary cabling, belt packs, and headsets are required	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Miscellaneous BOH Lighting (Required)						
(4) Par 64s - Location: Loading Dock/Ramp	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(18) Par 56s - Location: Backstage Compound	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
(4) Par 64s - Location: Walkway Area	See "RUN OF FAIR" Schedule	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Total PER SHOW OC Fair Lighting Equipment Package Cost		\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00	\$ 565.00
Personnel - PER SHOW OC Fair Package Labor Cost		\$ 978.26	\$ 978.26	\$ 978.26	\$ 978.26	\$ 978.26
CUMULATIVE TOTAL - PER SHOW		\$ 1,543.26	\$ 1,543.26	\$ 1,543.26	\$ 1,543.26	\$ 1,543.26
CUMULATIVE TOTAL - PER SHOW X 3 SHOWS PER YEAR (ESTIMATED)		\$ 4,629.78	\$ 4,629.78	\$ 4,629.78	\$ 4,629.78	\$ 4,629.78
TOTAL BID - OC FAIR LIGHTING EQUIPMENT PACKAGE - PER SHOW						\$ 23,148.90



All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form.

All equipment shall be substantially of the same type, model and capacity as items listed below and shall be capable of performing in substantially the same manner as the equipment specified. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The brands and models have been selected based on past requirements and equipment suitability. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional lighting package/system is provided.

The contracted "OC Fair" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown. The "Per Show" Equipment and Labor Package prices shall be used in the event the District requires one (1) or more additional show days beyond the projected 23 show days within the installation period. The "Per Week" Equipment and Labor Package rates shall be used for pre and/or post OC Fair extensions of the installation period. Additions may occur any time immediately before, during or after the 23-day run of the OC Fair.

Pacific Amphitheatre Lighting & Equipment Package - PER WEEK		2018 OC Fair PER WEEK Package Price	2019 OC Fair PER WEEK Package Price	2020 OC Fair PER WEEK Package Price	2021 OC Fair PER WEEK Package Price	2022 OC Fair PER WEEK Package Price
Lighting Effects Package						
(144) Total Structures - 1k Par 64 cans complete with gel frames	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
(24) TMB ACL cans (6 bars of 4)	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
(16) ETC Source Four® Lekos with lense variety and spares; 190,260,360	See "RUN OF FAIR" Schedule	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
(4) PMB 8-light Molebays	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
(10) Martin Mac 700 Profiles with spares (moving lights)	See "RUN OF FAIR" Schedule	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
(20) Chauvet Q-Wash 560z-LED moving light with spares	See "RUN OF FAIR" Schedule	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
(8) Elation Platinum Beams 5R w/ spares (moving lights)	See "RUN OF FAIR" Schedule	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
(24) Chauvet COLORband™ Pix Strip	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(15) Martin 3000 Atomic Strobes	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(24) Chauvet COLORband™ Pix Strip Lights	See "RUN OF FAIR" Schedule	\$ -	\$ -	\$ -	\$ -	\$ -
(6) Reel EFX DF 50 Hazers with fans	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Trussing						
(5) Tomcat 20.5" X 10' Truss	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(12) Units of Total Structures Pre Rig Truss	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(14) Total Structures 12"x12"x10' truss for cable bridge and US truss 1,2 and SL & SR wings	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(120') Total Structures 12" box truss	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(60') Tomcat 20.5" box truss	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Rigging						
(12) CM Hoists 1 ton chain motors	See "RUN OF FAIR" Schedule	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
(6) CM Hoist 1/2 ton chain motors	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(2) 8-way motor control	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
(2) 16-way motor pendant	See "RUN OF FAIR" Schedule	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
(13) CM Hoists 1/2 ton chain motors and all associated rigging hardware and electrical systems (for District-provided sponsorship banner and sound wall curtains)	See "RUN OF FAIR" Schedule	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Controllers						
(1) High End Road Hog Full Boar Console with Playback wing	See "RUN OF FAIR" Schedule	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
(1) MA Lighting Grand MA 2 Lite Lighting Console	See "RUN OF FAIR" Schedule	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Dimmers						
(1) ETC 96-way Sensor Rack Dimmer	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
(1) ETC 48-way Sensor Rack Dimmer	See "RUN OF FAIR" Schedule	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
Spotlights						
(4) Ballantyne Strong, Inc. Xenon Super Trouper Spotlights with AC cords and gel packs	See "RUN OF FAIR" Schedule	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Intercom						
(10) Stations of Clear-Com with all necessary cabling, belt packs, and headsets are required	See "RUN OF FAIR" Schedule	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Miscellaneous BOH Lighting (Required)						
(4) Par 64s - Location: Loading Dock/Ramp	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
(18) Par 56s - Location: Backstage Compound	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
(4) Par 64s - Location: Walkway Area	See "RUN OF FAIR" Schedule	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Total PER WEEK OC Fair Lighting Equipment Package Cost		\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00	\$ 1,805.00
Personnel - PER WEEK OC Fair Package Labor Cost		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
CUMULATIVE TOTAL - PER WEEK (1 WEEK ESTIMATED PER YEAR)		\$ 6,805.00	\$ 6,805.00	\$ 6,805.00	\$ 6,805.00	\$ 6,805.00
TOTAL BID - OC FAIR LIGHTING EQUIPMENT PACKAGE - PER WEEK						\$ 34,025.00

FIVE YEAR CUMULATIVE TOTAL

CUMULATIVE TOTAL - ENTIRE BID - RUN OF FAIR, PER SHOW (Estimated at 3 per year) & PER WEEK (Estimated at 1 per year)	\$ 73,544.78	\$ 73,544.78	\$ 73,544.78	\$ 73,544.78	\$ 73,544.78
TOTAL BID					\$ 367,723.90

-End Exhibit F-



EXHIBIT G – EQUIPMENT SAFETY POLICY

The Equipment Safety Policy is subject to change at any time. Upon notification, Contractor shall immediately adhere to subsequent amendment(s) of the Equipment Safety Policy.

Contractor shall abide by the speed limit signs posted on District property in the operation of all vehicles.

Operating Forklift

- Must wear hard hat ANSI class A
- Must wear seat belt
- No carrying passengers
- No objects shall hang off or carry from operator's location
- Must have proper passenger carriage when lifting person
- No standing / persons on forks while operating

Operating Man Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No lifting objects to stand up / move
- No overload basket

Operating Scissor Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No overloading basket
- Check overhead when lifting
- Approach uneven ground properly
- Always plug lift into electrical outlet after each use

Safety First – It Starts with You

-End Exhibit G-

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

Procedure: 0004

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.
7. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

Procedure: 0005

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.
11. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.
2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.
3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)
4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)
5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.
7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.
8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.
9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.
2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.
3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.
4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.
5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

4. OCFAIR Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.
5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.
6. This procedure will be added to all contracts as an attached addendum.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

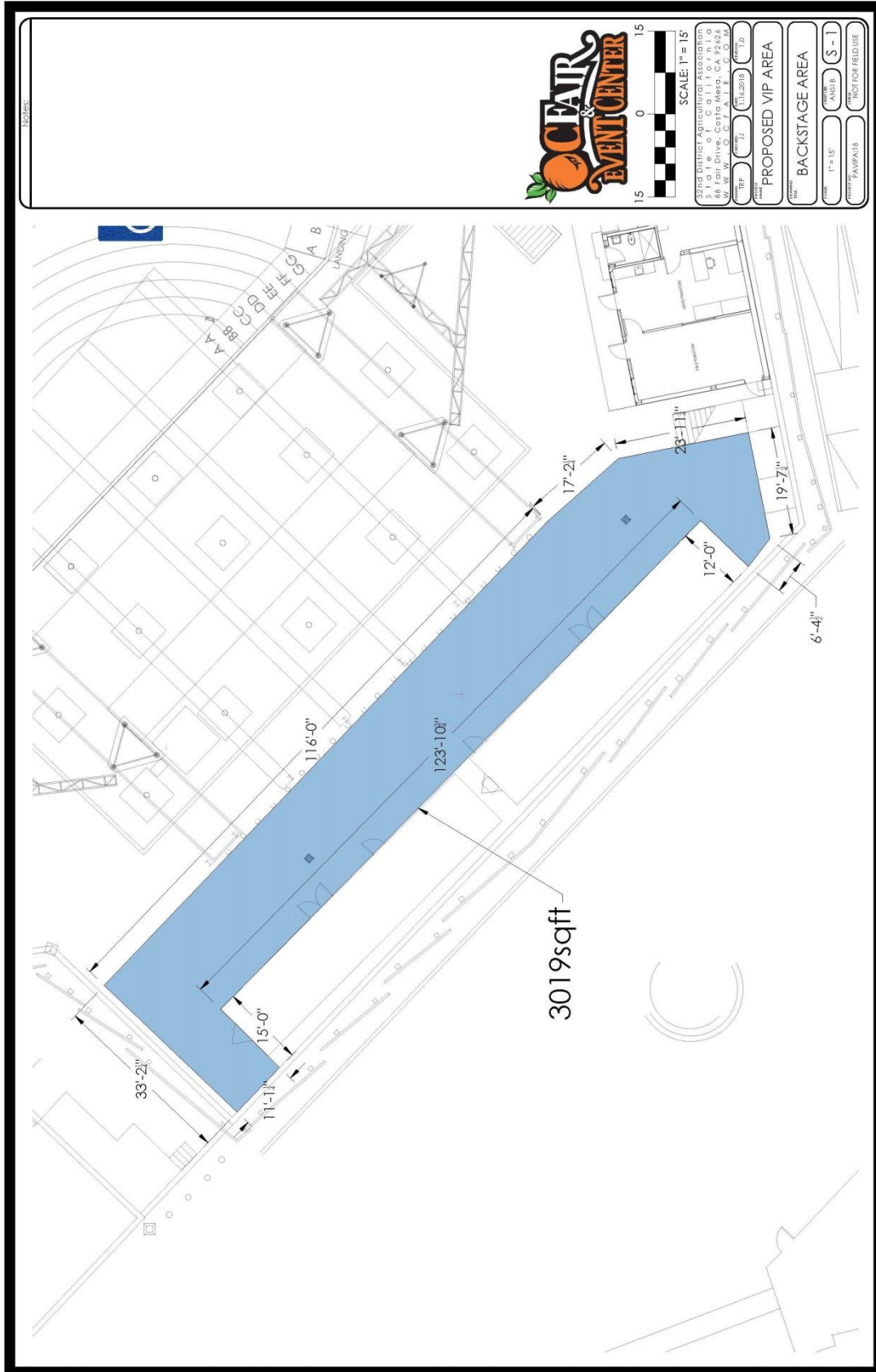


EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

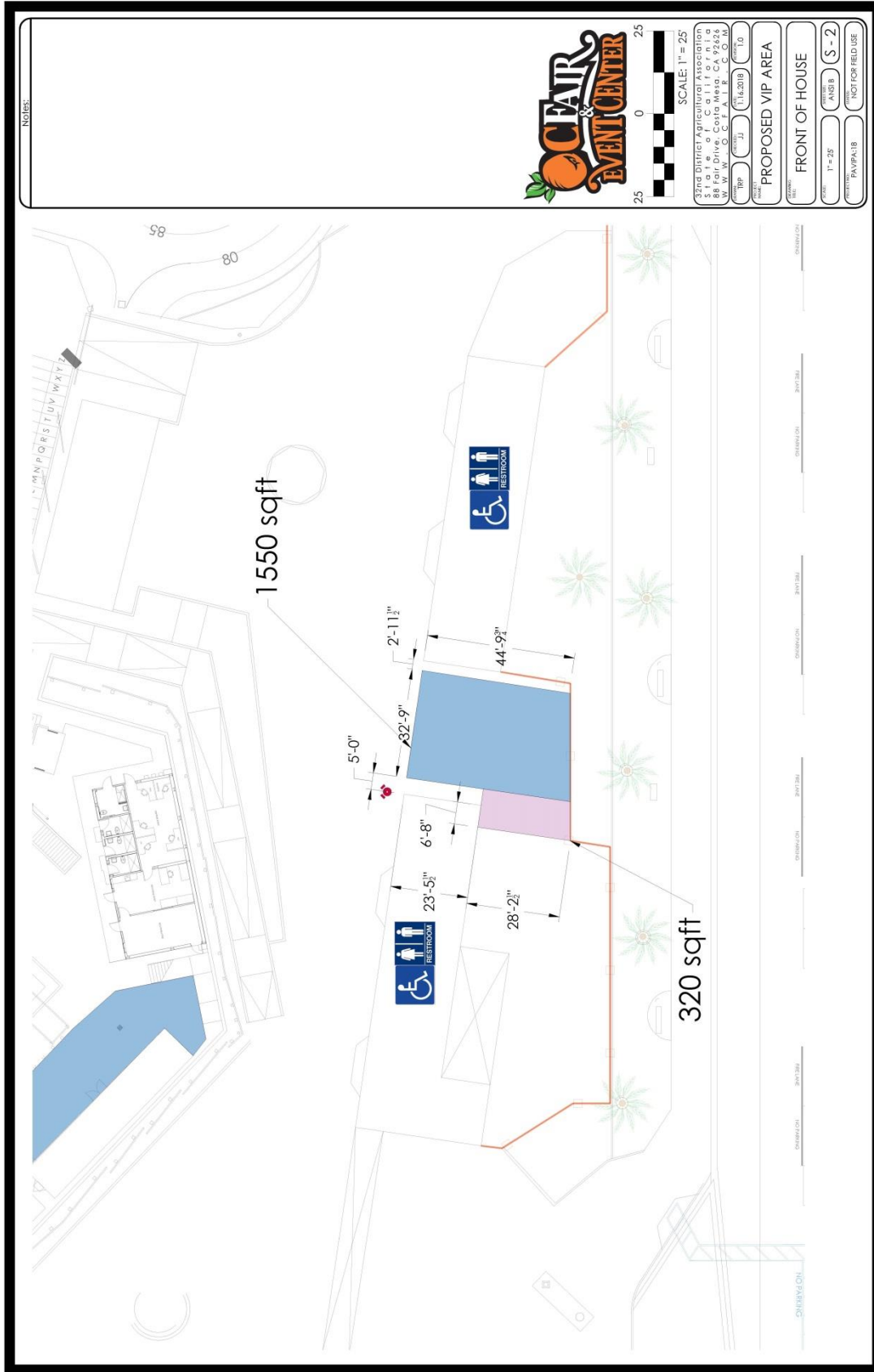


EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)
2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.
3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.
4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
 - Below are examples of Meet & Greets and VIP:
 - a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.
6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.
7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

8. The event coordinator will ensure the guests are escorted in and out.
9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Pre-Event Security Operations Meeting.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all Pacific Amphitheatre operational staff members receive current and relevant information prior to any concert, scheduled meet & greet, party or other event or happening in the Pacific Amphitheatre.

Procedure: 0010

1. At start of swing shift, OCFEC Pacific Amphitheatre Venue Security Manager and the OCFEC Pacific Amphitheatre Security/Usher Supervisor will meet in person with OCFEC Security Operations Commander and on-site Sheriff's Command staff personnel to be briefed on the upcoming concert, party or other event. This meeting will include a review of all information received to date related to the upcoming concert, party or other event.
2. The OCFEC Venue Security Manager, Security Usher Supervisor and Security Operations Commander will determine whether additional OCFEC personnel is needed at the Pacific Amphitheatre and if so, will develop and coordinate the deployment of additional OCFEC personnel.
3. The Pacific Amphitheatre Venue Security Manager and Security/Usher Supervisor will coordinate and participate in a pre-event meeting on a daily basis, which will pre-event meeting will include all *Stage, Performance, Production, Security and other miscellaneous personnel* as needed. The pre-event meeting will provide a daily information sharing platform for all security/law enforcement operational aspects of each concert, party or other event scheduled at the Pacific Amphitheatre.
4. The OCFEC Venue Security Manager and/or Security/Usher Supervisor shall keep OCFEC Security Director apprised of any time sensitive information or special circumstances.
5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3rd Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.
2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.
3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.
5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log. **Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*
6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.
7. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre use Security Procedures

PPE (Personal Protective Equipment): None

Purpose: To ensure that all necessary steps have been taken prior to, during and after use of the Pacific Amphitheatre venue.

Procedure: 0012

1. Before every event at the Pacific Amphitheatre, the OCFEC Security Director, Law Enforcement officials and any contract security personnel shall meet to develop a plan to implement preventative measures, reactionary measures and personnel deployments relative to the characteristics of the upcoming show, concert or event. **Security/Law Enforcement/Emergency Medical personnel staffing levels will be determined by the OCFEC Security Director and or the appropriate Orange County Sheriff's Department personnel.*
2. OCFEC security staff shall meet with OCFEC Entertainment, Event, Production or other personnel as needed to disseminate non-sensitive aspects of the Security/Law Enforcement plan and to gather any additional relevant or up-to-date information.
3. For year-round or annual OC Fair Pacific Amphitheatre use, OCFEC security staff will be assigned to regulate access to the Pacific Amphitheatre at least 48 hours prior to the event start time and shall remain on duty 24 hours per day until the end of the event or as needed.
4. Once OCFEC security personnel are present (*48 hours prior to event until event end*), all persons that want to access the Pacific Amphitheatre must present the appropriate credential, identification card or pass to OCFEC security staff for inspection and must successfully pass through a security screening checkpoint, which may include but not be limited to bag inspections, item inspections and magnetic security screening. **See Pacific Amphitheatre Photo Identification and OCFEC Pacific Amphitheatre Loading Ramp Access procedures for entry requirements.*
5. An OCFEC Security/Usher pre-shift briefing must take place at least one hour before the Pacific Amphitheatre is open to the public. Personnel at the meeting will be briefed on any pertinent information and will receive assignments and any other emergency, event time-line or procedural information.
6. OCFEC security staff must remain present after the conclusion of each show, concert or event held in the Pacific Amphitheatre to assure that no alcohol leaves the premises and that all guests have safely departed before securing the exit gates. *Throughout the annual OC Fair, guests in possession of alcohol will be permitted to exit through the Plaza Pacifica Lobby Exit.*
7. OCFEC overnight staff may be required to remain after the conclusion of the show, concert or event to ensure the protection of any equipment and to regulate access to the area as needed.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

8. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Interior Back Stage Access Point (*Elevator, VIP Chain, “Blue Door”*)

PPE (Personal Protective Equipment): None

Purpose: To ensure that all individuals accessing the Pacific Amphitheatre Back Stage area(s) via the Elevator, Stage-Right VIP Chain or “Blue Door” located at the top of the Back Stage staircase are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0013

1. Upon arrival at the Pacific Amphitheatre Back Stage area via the Elevator, VIP Chain or “Blue Door”, all individuals must have possession of, or must be wearing, an appropriate credential, pass or identification card for OCFEC Security staff inspection. If an individual does not have possession of, or is not wearing, an appropriate credential, pass or identification card, that individual will be denied access.

2. Pacific Amphitheater Elevator, VIP Chain or “Blue Door” security staff will coordinate with the Pacific Amphitheatre Loading Ramp Security staff to assist individuals without the appropriate credential, pass or identification card that claim to have pre-approved access to the Pacific Amphitheater Back Stage area. See *OCFEC Pacific Amphitheater Loading Ramp Access Procedure for more information.*

3. To access the Pacific Amphitheatre Back Stage area, each individual must present an acceptable credential, pass or identification card for verification. Credentials, identification cards or adhesive “silk” passes are valid for one individual only and do not grant that individual the ability to bring as guests into the Pacific Amphitheatre Back Stage area other individuals that are not in possession of their own required credentials, passes or identification cards.

4. *The exception to this procedure is the ADA access for our customers with disabilities to access our accessible seating in the Pit/Circle.*

5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Annual OC Fair Security/Usher Training

PPE (Personal Protective Equipment): None

Purpose: To ensure that all Pacific Amphitheatre Security and Usher staff members are provided the necessary information, training and equipment required to perform assigned tasks.

Procedure: 0014

1. All personnel hired to work in the Pacific Amphitheatre in a Security or Usher position must attend a mandatory OC Fair general employee orientation before taking part in any department or task specific training. This training includes employment basics such as: *how to clock-in and clock-out, where to park vehicles, grooming and uniform standards, workplace harassment training, heat illness prevention* and other topics that apply to most OCFEC seasonal employees. These training sessions typically occur in mid-June each year.

2. Upon completion of the general staff orientation mentioned above, all Pacific Amphitheatre Security and Usher personnel, including Supervisors, Leads and Staff members are required to attend a two-part department specific orientation for further education and training. These training sessions typically occur in early July each year.

- Part one of the training will include department or venue specific topics such as: *assignments and post orders, venue geographical awareness, team compound location and associated rules, equipment check-out procedures, back-stage rules and regulations, venue policies regarding smoking, ejections, non-compliant or violent behavior, ticketing/seat issues, restroom locations, 1st Aid location, how and who to call for help* and other pertinent topics.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

- Part two of the training will cover advanced emergency procedures such as: *Evacuation plan review, Evacuation plan walk-thru exercise including responsibilities of each staff member, Shelter-in-Place plan review, Emergency communication plan review and Active Shooter/Extreme Violence procedures.* The OCFEC Pacific Amphitheatre stage crew and production staff, Costa Mesa Fire personnel, CARE Ambulance personnel, OC Sheriff's Department personnel, and OCFEC non-security or usher staff will participate in Part 2 of the orientation.
- 3. OCFEC Alcohol Compliance team members assigned to the Pacific Amphitheatre must attend OCFEC Alcohol Compliance training in addition to the training(s) listed above. Alcohol Compliance team training covers topics such as: *Dealing with intoxicated persons, Expecting the unexpected, Signs of intoxication, Contact & approach, Suggested techniques, After action reporting, Arranging safe passage home, Alcohol sales locations* and other pertinent topics. These training sessions typically occur in early July each year.
- 4. All OCFEC Security and Usher staff members must attend the mandatory daily start-of-shift briefings to receive up-to-date information, daily assignments and any other pertinent or relevant information. During the daily briefings, Supervisors and Leads will continually educate and train Pacific Amphitheatre Security and Usher staff members to enhance daily performance. Areas of focus pertain to: Customer Service, Procedural re-education or reinforcement, Seating Issues, Time-line or procedural changes as well as other topics beneficial to the security and overall guest experience in the Pacific Amphitheatre.
- 5. This procedure will be added to all contracts as an attached addendum.

EXHIBIT H - ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

- 0004 Uniforms for Contractors and their Employees.
- 0005 OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.
- 0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.
- 0007 Pacific Amphitheatre Stage use by artists/band members.
- 0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.
- 0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.
- 0010 Pacific Amphitheatre Pre-Event Security Operations Meeting.
- 0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.
- 0012 Pacific Amphitheatre use Security Procedures
- 0013 Pacific Amphitheatre Interior Back Stage Access Point (Elevator, VIP Chain, "Blue Door")
- 0014 Pacific Amphitheatre Annual OC Fair Security/Usher Training

Date trained: _____ **Initial:** _____

I _____ have read, understand and will follow the above procedure(s).

Signature: _____

AGREEMENT NUMBER SA-050-18PA
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
SOUTHERN CALIFORNIA SOUND IMAGE, INC.
- The term of this Agreement is: **04/02/18** through **12/31/19** **FED ID:**
with three (3) one-year options to renew at the sole discretion of the District
- The maximum amount of this Agreement is: **\$426,007.00**
Not to exceed \$1,116,737.00 with inclusion of option years
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide Pacific Amphitheatre audio equipment and services for OC Fair & Event Center. See Page 2 for additional Scope of Work.	Pages 1 – 20
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 21
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 22 – 25
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 26 – 29
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 30 – 32
Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)	Page 33
Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement)	Page 34
Exhibit H – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 35 – 45

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.) SOUTHERN CALIFORNIA SOUND IMAGE, INC.		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ralph Wagner, CFO	TALENT AGENCY I.D. #	
ADDRESS 2415 Auto Park Way, Escondido, CA 92029 (760) 737-3900		
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, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

A. PURPOSE AND BACKGROUND

The 32nd District Agricultural Association (“District”) is seeking a highly qualified, dynamic company to provide audio equipment and services for the Pacific Amphitheatre at the OC Fair & Event Center. The District is a California State agency, operating under the purview of the Division of Fairs and Expositions of the California Department of Food and Agriculture, and is governed by a nine-member Board of Directors appointed by the Governor of California.

The OC Fair & Event Center is a 150-acre event venue located in Costa Mesa, California. The site hosts over 150 events each year, which attracts 4.3 million visitors annually, and is home to the OC Fair, Centennial Farm, Pacific Amphitheatre, Heroes Hall and Imaginology.

The OC Fair is the second largest fair in the state of California and the eighth largest fair in the United States. The OC Fair currently operates for twenty-three (23) days in July and August, Wednesday through Sunday (dark Monday and Tuesday). The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations.

During the annual Fair, the Pacific Amphitheatre is the host venue for the OC Fair’s headline concert series. The Amphitheatre was built in the early 1980s and commercially operated until it was sold to the District in 1993, where it continues to offer a premier concert experience in Orange County. The Pacific Amphitheatre is an outdoor venue which provides an intimate concert experience for approximately 8,200 guests per show.

The concert series is part of the larger OC Fair and comprises an “event within the event” orientation. While concert activity is a highlight of the OC Fair, it is one component of robust programming in agriculture, attractions, entertainment and amusement, food and beverage, and exhibits which comprise the total OC Fair experience.

Contractor’s services shall include providing rental audio equipment and services, including, but not limited to, personnel, maintenance, configuration, controllers, power distribution, intercoms, and consoles at the Pacific Amphitheatre for the annual OC Fair, as indicated below.

B. MINIMUM QUALIFICATION REQUIREMENTS

1. Documented evidence of five (5) years of relevant experience providing similar equipment and services, including installation, monitoring and utilization, for at least four (4) venues equivalent to the Pacific Amphitheatre and OC Fair & Event Center meeting the following requirements:
 - a. Contractor was primary equipment provider;
 - b. Venues serviced by Contractor had a minimum capacity of 7,500;
 - c. Over the five (5) week period of the OC Fair, the District’s Pacific Amphitheatre concert schedule maintains five (5) consecutive days of performances followed by two (2) days dark. Contractor shall have experience servicing a tour, festival or concert series in which they were required to maintain a similar schedule; and
 - d. Contractor serviced a minimum of one (1) equivalent (see items a. through c. above) venue in 2017.
2. Contractor and/or Contractor’s employees/volunteers/independent contractors must have demonstrated technical competence and technical ability with live action, outdoor audio systems, detailed design plans and mastery of on-the-spot country, rock, and pop music stage show productions in an amphitheatre-style venue.
3. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

EXHIBIT A – SCOPE OF WORK (CONT.)

C. GENERAL REQUIREMENTS

1. Contractor understands that the safety of the audience, performers, and production staff is the number one priority to the District. Contractor must comply with all District event/equipment safety procedures, audience safety/crisis management plans, and electrical fire prevention and abatement programs specific to District venue(s).
2. Contractor shall provide a professional, high quality concert audio system for the Pacific Amphitheatre. The audio system must be able to support national, touring acts. This is to include conventional audio for an audience of up to 8,200 patrons in an outdoor area. Contractor shall also provide the staff and personnel to operate and maintain the system.
3. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
4. Contractor must provide the District with a complete written list of all onsite equipment for verification by the District.
5. Contractor shall be responsible for maintaining all audio equipment which will remain in place from the first day of installation through the end of the last performance.
6. Contractor shall be required to set up in the Pacific Amphitheatre, as specified by the District, according to the performance schedule.
7. Contractor shall provide versatile and competent personnel and audio equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of musical genres. Examples of past performers include The Offspring, Little Big Town, Lynyrd Skynyrd, Ziggy Marley and Earth, Wind & Fire.
8. Contractor shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including the District's staff, District's Safety & Security personnel, and the District's Pacific Amphitheater production contractors.
9. Contractor shall provide audio equipment and personnel for a minimum of twenty-three (23) performance nights during the run of the annual OC Fair, plus eight (8) to twelve (12) non-Fair events at the District, in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. Contractor shall support all artists/acts scheduled to perform on a single performance night, including opening and headline acts.
10. Contractor shall provide innovative and cost effective audio system designs that can meet typical artist requirements for the types of music presented at venue, and must differ for each show. Contractor designs shall be accommodating and flexible, demonstrating creative, professional and cost-effective solutions.
11. Audio failures visible to the audience are not acceptable. Any failure(s), including, but not limited to, instrument, system component, and/or audio/sound outage must be immediately resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete audio system is maintained at all times.
12. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph D.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.

EXHIBIT A – SCOPE OF WORK (CONT.)

13. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of audio equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
14. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this RFP shall be implemented.
15. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for 2018 OC Fair, but are subject to final requirements and final approval by District Management.
16. Contractor must secure all audio equipment and systems in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Contractor must include in the cost estimate the cost of all weights, anchors, equipment safety lines, or other items used to secure audio equipment and systems. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation.
17. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
18. The District may require items not described in this RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
19. Contractor shall provide high-quality color photos, CAD drawings and/or specification sheets, as applicable, of equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.
20. Upon contract award, Contractor shall immediately begin an analysis and development of audio systems for the 2018 OC Fair and shall have a finalized plan no later than May 2018 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.
21. Contractor shall present, for District review and approval, a audio system recommendation each year beginning in 2019, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the audio design layout and required equipment for that year's annual OC Fair. At this time, Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.
22. Contractor shall abide by all local, State and Federal laws and with all District policies and procedures. (See attached for all applicable District policies and procedures).

D. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.

EXHIBIT A – SCOPE OF WORK (CONT.)

3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of touring audio engineers. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraph G and may be modified by the District at any time.
4. All equipment must be clean and in excellent condition. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall be in good repair and will have been checked out and tested before being installed at the venue.
5. All equipment must be installed in accordance with local, State and Federal legal safety standards. See attached procedure for fall arrest.
6. To the degree possible, all equipment must be secured to prevent theft. The District will provide security personnel to monitor the stage area from 10 p.m. to 8:00 a.m. While the District provides specifically assigned security personnel in the spirit of cooperation, the equipment is brought to the venue at the sole risk of the Contractor. The District does not take responsibility for loss of equipment for any reason, including, but not limited to, by theft, damage, vandalism, or act of nature.
7. Venue security is the responsibility of District. In order to optimize this security, the Contractor will fully support and cooperate with the District Safety & Security team as well as other District staff. All Contractor employees must abide by District safety procedures and help to establish and enforce all health & safety requirements related to operational work and workers.
8. Contractor will participate in coordination meetings, as applicable, with Artist production teams, in-house production management and contracted stage labor.
9. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
10. The Pacific Amphitheatre super structure is installed with a permanent fall protection system for installation personnel to utilize. Contractor shall be responsible for all equipment needed to hook into District's fall protection system, including but not limited to hardware, harnesses, safety lines, etc.
11. The systems must be weather protected and capable of operating over a wide range of temperatures.
12. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.
13. Power will be supplied by a reliable source, which may be a static power supply or generator system supplied by the District or a District-approved vendor.
14. Contractor will provide all power distribution for the complete audio system. Access to up to 600 amps, three-phase, is available at stage left. Contractor shall provide distribution from the breaker panel extreme mid-stage left. It is anticipated Contractor will require 150 feet of camlock feeder for this endeavor; however, it is Contractor's responsibility to provide and install all appropriate devices, cables, cords, wires, connectors, etc., to secure and maintain electrical connectivity.
15. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.

EXHIBIT A – SCOPE OF WORK (CONT.)

16. Contractor shall keep adequate spare materials, equipment, and personnel onsite in order to make any required repairs to the audio system.
17. Contractor shall provide prompt repair or replacement of any faulty equipment.
18. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
19. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the audio system. Specific equipment is called out in this RFP as required for the overall functionality of the audio system; however, Contractor is responsible for ensuring a complete audio design package. The equipment list provided shows the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations are acceptable with District approval and the intent should be a dynamic, unique and cost-effective design.
20. Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
21. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
22. Contractor shall immediately notify District Management of any hazardous electrical conditions.
23. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies. All equipment used shall be deemed to be safe and in good repair.

E. VENUE DESCRIPTION AND INFORMATION

1. The Pacific Amphitheatre seats 8,200 people in a fairly conventional, fan-shaped seating bowl.
2. Front of House (FOH) is centered in the rear of the first audience section, 110 feet from the stage lip, and approximately 14 feet above the stage elevation.
3. From the stage lip to the upper most center seat is approximately 240 feet, with a rise of approximately 30 feet above stage level.
4. An earthen berm, approximately 280 feet (berm center) from the stage, surrounds the rear seating areas. The berm will not be seated. The berm is approximately 55 feet higher than stage level.
5. The stage house consists of a steel super structure enveloped in black drapery.
6. House speakers are flown from technical structure downstage left and right. Due to lack of height and noise challenges, it is not possible to fly main left/right speakers from the stage structure- they must fly from the technical structure to the left/right of the stage structure. Center cluster will be flown from the downstage center of the superstructure.
7. The Pacific Amphitheatre Super Structure is installed with a permanent fall protection system for installation personnel to utilize. Contractor shall be responsible for all equipment needed to hook into District's fall protection system, including but not limited to hardware, harnesses, safety lines, etc.
8. The truck loading dock is a negative incline off stage left.
9. House power is stage left.

EXHIBIT A – SCOPE OF WORK (CONT.)

10. Monitor world is stage right.
11. Equipment storage is located under the stage platform. Contractor may utilize all or a portion of this area for equipment storage, as mutually agreed upon by Contractor and the District.
12. Concept of the sound system is to create multiple zones within the venue in order to cover the venue properly; allow for the potential of turning off unseated portions (usually rear corners, sometimes rear right/left of center), and properly mitigate noise outside the venue (360 degrees around the venue).
13. **Noise Ordinance** - The District is a State Agency and therefore not normally subject to County or City noise ordinances. In 1980, however, the District Board of Directors signed an agreement with the City of Costa Mesa, whereby the District agreed that it would be subject to the Orange County Noise Ordinance. A copy of that agreement is found in the technical appendices.
14. **Current Conditions** - By way of reference the berm center is 300 feet from the stage. The dB restriction at the console is set for an SPL of 100 dB flat (for reference, FOH is 110 feet from stage). Measurements will be taken during each event to insure that the level is at an average of 100 dB flat at FOH (typically, most shows average 104 to 106 dB flat) and follows the sound ordinance in housing areas.

Measurements taken with a typical left, right line array system have shown that at least a 14 dB level drop occurs, mid-band from FOH to the berm wall, while still providing adequate levels at the rear seating areas. The more attenuation at the rear of seating- berm wall, the better. Contractor's response should further qualify and insure this as fact.

Every effort will be taken to insure that the sound requirements are strictly adhered to. Contractor's response must include fully detailed system drawings, including plan and elevation view detailed simulation plots, for the range from 65 Hz to 15 kHz (line array), with subwoofers included as a separate set of simulations, showing a collapsed vertical field and the cardioid sub effect. Subs high pass typically around 45 Hz. Important: simulations should show how Contractor's design limits the LF vertical dispersion as well as how the system limits SPL levels at the rear of the seating areas (berm wall), to levels well below the max of 104-106 dB flat, as well as how the system controls left/right dispersion.

Include detail plan and elevation simulations as separate systems for:

- 1) Subwoofers.
- 2) Main left/right and center arrays.
- 3) Main left/right and center arrays with the left/right out-fill system (Soundbeams).
- 4) Inside/outside deck and front fill system.

F. PERSONNEL SERVICES AND REQUIREMENTS

1. Contractor shall supply all personnel necessary to meet the following requirements:
 - a. All labor personnel shall be certified in the manner applicable to the task(s) which they are performing.
 - b. All personnel must have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including the Entertainment Department, District staff, other Pacific Amphitheatre contractors, and under the direction of the Entertainment Director and the District Vice President of Operations, to produce high-level live events.

EXHIBIT A – SCOPE OF WORK (CONT.)

- c. Contractor shall provide a dedicated Front of House (FOH) system engineer and Stage Monitor engineer. Contractor must provide additional personnel as suits the event. These technicians must also be available at all times for technical, operational or supervisory assistance. Contractor shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
- d. The FOH engineer, in addition to normal responsibilities associated with FOH engineer duties, shall assist the Pacific Amphitheatre Technical Director in the management, monitoring and enforcement of noise levels during rehearsals, sound checks and shows/events. The FOH engineer shall be educated in noise monitoring and be very familiar with the Pacific Amphitheatre noise limits and politics. Typically, OC Fair will request a specific individual to fill this role, as an employee of Contractor and paid under this contract by Contractor
- e. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- f. Labor shall include all delivery, installation, operation, maintenance, teardown and removal services necessary to support each performance each day of the 23 current days of the annual OC Fair.
- g. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all delivery, installation and removal requirements. Contractor services performed outside of “regular” business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
- h. Technicians must be present for the initial audio set-up, all twenty-three (23) days of the Fair and the final equipment strike.
- i. There are to be no more than three (3) different technicians throughout the run of the Fair.
- j. Contractor shall abide by all District procedures as provided by the District. See attached procedures.
- k. Setup and Teardown:
 - i. Typically, installation and teardown will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District’s scheduling needs. It is anticipated initial setup and final teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.
 - ii. Contractor shall be required to provide audio equipment and services for the annual OC Fair each July and August. Setup generally begins one (1) week prior to the event and the system should be loaded in, set up and checked out to the mutual satisfaction of the Contractor and District Management two (2) days prior to opening day of the Fair.
 - iii. It is anticipated Contractor will begin setup on Wednesday, June 27, 2018, and shall have all equipment set up and operational by 5:00 p.m. on Monday, July 2, 2018 however, the exact dates are subject to change. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.
 - iv. Teardown begins the day after the last performance. Contractor must supply audio personnel during setup/teardown or as specified by the District. Contractor is allowed up to five (5) days for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.

EXHIBIT A – SCOPE OF WORK (CONT.)

- v. The Equipment List has been included in Section G for the purposes of illustrating the size and scope of the typical annual OC Fair. It in no way obligates the District to request or secure each or any item in the quantities listed. The equipment list for the 2015 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on performance themes and number of performances.
 - vi. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
 - vii. Equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo and meets the requirements detailed in this RFP as well as the design plan for that Fair run. Photos provided by Contractor in response to this RFP shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph D.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
 - viii. Contractor shall maintain a load-in/loud-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.
- I. Show/Rehearsal Crew:
- i. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, provide security for equipment, and tear down equipment. Specifically, Contractor shall provide a dedicated Front of House (FOH) system engineer and Stage Monitor engineer. Contractor must provide additional personnel as suits the event.
 - ii. The FOH engineer, in addition to normal responsibilities associated with FOH engineer duties, shall assist the Pacific Amphitheatre Technical Director in the management, monitoring and enforcement of noise levels during rehearsals, sound checks and shows/events. The FOH engineer shall be educated in noise monitoring and be very familiar with the Pacific Amphitheatre noise limits and politics. Typically, OC Fair will request a specific individual to fill this role, as an employee of Contractor and paid under this contract by Contractor.
 - iii. Show/Rehearsal crew shall be onsite and available from load-in through load-out of each show/performance night. A typical workday begins at 9:00 a.m. and ends at midnight. Daily meals are provided to show/rehearsal personnel.
 - iv. Below is an example of a typical performance schedule:
 - 1. Performances typically begin between 6:30 p.m. – 8:30 p.m.
 - 2. Support act and/or headline act may be introduced before act takes the stage.
 - 3. Support act on stage. Some shows may have no support act, and some shows may have more than one support act.
 - 4. Headline act on stage. There is a 20-minute maximum changeover between acts.
 - 5. Shows typically end between 10:00 p.m. and 10:30 p.m.
 - v. Contractor shall provide a dedicated System Operator who is also capable of being a Crew Chief.

EXHIBIT A – SCOPE OF WORK (CONT.)

- vi. Contractor shall provide a minimum of one (1) System Technician who shall be responsible for the sound mix and overall ongoing system maintenance.
- vii. Contractor's personnel shall adapt and be flexible to reasonable requests, as determined appropriate by the District and/or made by traveling/touring sound engineers.
- viii. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's audio system is supplemented for a performance. Technicians will be required to assist in load-out and re-hanging of system whenever the visiting performer's production services are used. Contractor agrees that no additional charges will be assessed against the District for installation, maintenance, or teardown of visiting production equipment.
- ix. Personnel will be provided OC Fair identification badges and are expected to adhere to District personnel policies where applicable. Admission to the OC Fair is provided with the identification badge. Badges are specific to each person and are non-transferable.
- x. Personnel are expected to have the qualities and personality that lends itself to working effectively with the public. Since the Contractor's personnel will be viewed as District employees, it is expected that they will be presentable, courteous, knowledgeable about the OC Fair and grounds, and enjoy their work and the OC Fair experience.

G. EQUIPMENT DEFINITIONS, CONCEPT AND REQUIREMENTS

The required components are typical for an event of this scale (see detail in equipment list):

- 1. Powered speaker systems for main left/right and sub arrays, deck fill, are highly preferred for many reasons, including lack of on stage resources for amps.**
 - A. A flown primary left/right speaker system. 90-degree horizontal coverage.
 - B. A flown left/right house outside fill system. Highly directional (Soundbeam).
 - C. A flown center cluster. At least 100-degree horizontal coverage, 120 degrees is ideal.
 - D. Left/right sub-bass systems, stacked on the deck below the main arrays, in a cardioid pattern (need fly-ware to hang point in order to insure safety of the ground stacked array).
 - E. Stage front fill (on stage lip).
 - F. VIP deck stacked left/right fill.
 - G. Monitor systems. Frequently, performers will use their own FOH and complete monitor package. Contractor's system implementation should allow for this eventuality.
- 2. The site offers typical audio challenges:**
 - A. Logistical. Short set-up times dictate the requirement for an organized, well-planned effort. From equipment set-up, to initial testing and final system alignment and tuning, Contractor's RFP response shall provide evidence of Contractor's planning.
 - B. Demonstrate in the response how Contractor will logistically and technically handle artist FOH and monitor systems as well as support short time allowance to headliner changeover time.
 - C. Production of intelligible audio throughout the venue while controlling noise, outside the venue.

EXHIBIT A – SCOPE OF WORK (CONT.)

- D. Power distribution. Contractor should assume that up to 200 amps, three phase is available at stage left. Contractor to provide distribution from the breaker panel extreme stage left. Assume that 200 feet of camlock feeder will be required. You are providing power distro for your entire system, including FOH, monitors and all speaker systems.
- E. The system must be tested in Contractor's shop as a complete system, free of any hum, buzz, and other extraneous noises. Consistent system grounding must be provided for all systems. There will be no time to troubleshoot hum, buzz, and other related problems.
- F. The design in this RFP is specific as to the class of technology (i.e. line array speakers for the main house arrays).
- G. The RFP exhibits a design based on a Meyer MILO self-powered line array solution. Alternates, using the same or similar number of boxes to provide the same vertical and horizontal coverage, as well as SPL and frequency response as the Meyer may be considered, but, based on past experience; Contractor is strongly urged to use the Meyer MILO or a Meyer equivalent. The reasons include the fact that the system has worked very well over the years, especially in terms of sound mitigation, venue coverage and user groups are comfortable with the performance. Keep in mind that the system is used for a very wide range of music- from symphony to pop, to country and rock. A system largely used for one genre of music may not be acceptable for others.
- H. In all cases Contractor must provide detailed simulation to illustrate completeness of thought, understanding of this RFP and the venue requirements. Contractor is to provide detailed cluster focus drawings using speaker manufacturer-supplied software, for the purpose of system installation, including SPL plots. Remember the noise ordinance and the fact that good pattern control across the audio range must be maintained in order to meet the audio ordinance. Primary in consideration of your choice of line array should be overall pattern control, coupled with wide brand acceptance by the touring market. In all cases, Contractor's processing and amplification package must be capable of driving the loudspeakers to full factory specified output level.

3. Audio Concept Overview

- A. Pacific Amphitheatre audio design consists of the following basic elements (NOTE: the term, "touring grade" refers to equipment typically seen on major touring act riders. Unusual off-brands, while possibly technically equal, will not be accepted due to lack of familiarity by visiting performers):
- B. At FOH, one primary touring grade console will be used. Two power supplies with auto-changeover will be required per console. A separate, analog console, such as a Midas rack mount (no EQ) is to be included for use as a routing mixer, to make patching touring consoles in easier.
 - i. A few rack-mounted touring quality compression, gating, effects should be provided, in case an engineer wants something other than the console provides.
 - ii. Basic weather protection for all FOH equipment is the responsibility of the Contractor. We provide NO weather protection.
 - iii. Contractor's AC distribution system to include AC distribution to FOH from stage. Assume a cable length of 250 feet.
 - iv. The cable path from FOH to stage consists of two, approximately 5" conduits. Lighting, audio, power and video, as well as a pull line for guest FOH cable must co-exist in these two runs. Assume a 300-foot path from FOH to monitor land.
 - v. House left, center, right and house left, right outside fill speaker systems, front fill, VIP front fill and sub-bass.

EXHIBIT A – SCOPE OF WORK (CONT.)

- vi. All speakers fly except sub-bass (arrayed in a cardioid arrangement below the main speakers) and some front fill. All rigging, including motors is Contractor's responsibility. Provide EVERYTHING required for rigging.
- vii. The left, center, right systems will consist of touring grade line array systems. This RFP will propose specific brands as touring grade.
- viii. Each cluster will fly from an exact position and means of support.
- ix. Front fill to consist of speakers along the front lip of the stage, as well as 'inner fill' speakers in a TBD location.
- x. VIP front fill speakers are stacked, left/right stage corners, usually consisting of 3 X line array boxes each side to give more energy in the VIP area. 120 degree horizontal coverage is required.
- xi. Sub-bass speakers will be under the left, right arrays, on the stage level. These are to be arrayed in order to create a cardioid pattern to control stage/rear cluster sound levels.
- xii. Assume speaker cable runs of 100 feet for the main arrays and 120 feet for the front fill speakers.
- xiii. Assume front fill amplifiers will be stage right.
- xiv. Assume center cluster amplifiers will be stage right.
- xv. All speakers, to be self-powered (possible exception are the center cluster and front fill speakers).

4. House system design concept is as follows:

- A. Provide smooth, controlled horizontal and vertical coverage. This is achieved with multiple systems:
 - i. Main left and right line arrays. Number of boxes specified provides for good vertical control across the audio band: this is critical for noise control outside of the venue. Clusters are 90 degrees horizontally. Focus should be to cross approximately 50 feet in front of FOH. Excellent low frequency pattern control is a high priority.
 - ii. A center-line array cluster to fill the near field gap created by the left, right focus. This array is to be at least 100 degrees horizontal.
 - iii. Left and right house outside fill speakers. These are not required to be line array systems. The intent is to fill the extreme house left and right shadow areas.
 - iv. Front fill system- on deck- Quantity of 4, on the stage lip for the first rows.
 - v. Front fill system, stacked, inner fill. To consist of small line array cabinets, 100-degree horizontal dispersion, approximately 3 boxes per cluster, to act as fill for the far field (relative term) area not covered by the stage lip front fill. Exact location TBD. Include all required rigging to fly cabinets if required.
 - vi. VIP fill- single box per side.
 - vii. Sub-bass. A left and right system, on the stage deck, below the main arrays. An attempt will be made to array them in such a way as to help collapse their vertical field to minimize noise contamination outside of the venue. In addition, the array is such as to obtain a cardioid pattern.
 - viii. The systems are all fed via independent master EQ and delay from FOH. Meyer Galileo or equivalent is required to provide ease of use and excellent control ability and sound quality.
 - ix. Provide speakers from the same family for consistent musicality.
 - x. Stage monitor system consisting of 1 console, 1 splitter(s) (to accommodate headline and support acts and/or artist specific audio systems). Contractor should assume that the headline act provided monitor console will be located stage left.

EXHIBIT A – SCOPE OF WORK (CONT.)

xi. Side fills will stack.

B. All primary and technical install, operation and removal labor is Contractor's responsibility and must be reflected in Contractor's costing. All rigging, power distribution, tools, spares and parts to make for a complete system are Contractor's responsibility.

5. Specific Audio Information

A. SPEAKER SYSTEMS

i. **MAIN:** (Left, Center and Right): Provide equipment lists and costing for complete system, as described. If Contractor is bidding an alternate house speaker design Contractor must clearly state the reason, the goal and show the simulated results, and, be available to demonstrate the system in the venue, at no cost to OC Fair.

6. Equipment and Staffing Requirements

- A. The system supplied must work as a whole and be complete. All equipment supplied will meet the manufacturer's specifications and will be assembled in a factory recommended manner. All items will be in good repair and will have been checked out and tested before being delivered to the venue. Some items may not be required or some may need to be added for certain systems.
- B. Do not assume this RFP contains complete information for the full functionality of the system. Specific equipment is called out in this RFP as required for the overall functionality of the audio system. Vendor assumes full responsibility to deliver a fully tested and functioning system meeting the general requirements contained herein. Common sense and Contractor's experience with this kind of venue/event should prevail. System SPL, frequency response and coverage information is to be derived from the example Meyer design in this RFP and published Meyer performance specifications.
- C. Note that visiting acts, at times, may have their own FOH console and/or monitor system and you are required to interface with them into the house system.
- D. The District is looking for a fully integrated high end, top level act touring PA, consisting of (Ideally) largely Meyer Sound components. Items discussed herein are for example only: provide COMPLETE narrative, line drawings, photographs, manufacturer cut sheets and simulations to expose the entire design, including monitor system.
- E. ALL racks must have low noise cooling fans and adequate front panel lighting.
- F. NOTE: Specifics as to microphones, FOH processing to meet rider requirements. Typical rider requirements are within the capability of a touring sound reinforcement company. We expect no-cost substitutions based on the basic list contained here-in to meet individual rider requirements.

7. Labor

- A. The following people will be included with the equipment contract. They will be experienced and professional. Those that will be in the public eye should be dressed appropriately with Contractor uniform and venue-issued identification.
- B. Load-In/Load-Out Crew
- i. Stagehands will be provided for general work: specify quantity and skill level.
- C. Show/Rehearsal Crew
- i. 2 – Engineers (one at FOH, one at monitors).
- ii. 1 – Floating System Technician.



EXHIBIT A – SCOPE OF WORK (CONT.)

iii. Assume the workday starts at 10:00 a.m. and ends at midnight.

8. **Basic equipment list** (note that since the venue re-opened Sound Image has provided audio services and the equipment list contains Sound Image specific stage monitors and other equipment- if making substitutions, provide alternates as required to meet the same specifications:

<u>SPEAKERS</u>	
Qty.	Description
24	MEYER MILO full range speaker enclosures <u>Mains</u> - flown 12 per side
10	POWERLINE full range speaker enclosures <u>Deck fill</u> - Stacked on downstage edge
12	WIDELINE full range speaker enclosures <u>Center Fill</u> - Flown
2	Meyer Sound CQ-1 speaker enclosures <u>VIP Fills</u> - Stacked 1 per side
2	Meyer Sound SB- 1 Parabolic Long Throw Sound Beam enclosures Out Fill- Flown 1 per side
40	MEYER 700HP sub enclosures <u>SUBS</u> -Stacked 20 per side in cardioid configuration
<u>FOH</u>	
1	Digi Design Profile FOH mixing console
1	Sound Image FOH Drive rack containing:
	3 Meyer Sound Galileo system control devices
	1 Midas XL-88 Matrix Mixer
	1 CD Player
	Smaart Live audio measurement system w/ 4 measurement mics and long cables
	1
<u>MONITORS</u>	
1	Digi Design Profile FOH mixing console
8	Channels of Shure PSM 1000 In Ear Monitor systems
2	Sound Image 4 way stereo side fills
24	Sound Image 1 x 15" Bi Amped wedges
12	Sound Image 1 x 12" Bi Amped wedges
2	Sound Image 8 Mix Monitor Amp racks (Crown Itech 12000)
2	Sound Image 2 x 15" Drum Subs
1	Sound Image Stereo 4 way side fill amp rack
	All necessary power & cables for above
<u>SNAKES</u>	
1	Sound Image 54 channel 300 ft. input snake with all sub snakes
2	Sound Image 20 pair drive/utility snakes with ethercon
1	Sound Image 300 Ft. FOH ac power
<u>DISTRO</u>	
1	Complete 200 amp three phase power distro with band power
1	5 T/L to Multi Edison disconnect box
<u>MICS</u>	
8	Channels of Shure URD wireless receivers
8	Shure URD handheld microphones
2	Complete mic, stand, & cable packages- as required for Multi Act show
<u>RIGGING</u>	
12	CM Loadstar 1 ton chain motors

- 2 CM Loadstar 1 ton chain motors single phase
- 2 Motor controllers
All necessary power & cables for above

ADDITIONAL EQUIPMENT

- 1 Clearcom power supply
- 2 Clearcom belt packs
- 2 Clearcom Hand sets
- 1 Complete rigging package

H. CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-04/2017 Certification, GTC 04/2017 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

3. Vehicles, Equipment and Supplies

All vehicles and equipment shall be provided by the Contractor. All vehicles and equipment will be clearly marked in a professional manner with Contractor's company name and/or logo. All vehicles and equipment must be maintained and cleaned in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on District property and adhere to the District's *Equipment Safety Policy* (See Part IX - Forms) at all times.

Contractor is to provide vehicles necessary to transport equipment. The District will provide limited parking for trucks upon request on an as-available basis.

The use of cars, trucks and vans is prohibited on the fairgrounds one (1) hour before opening, during OC Fair hours and one (1) hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

5. Security

Security of the audio equipment is the responsibility of the Contractor. The Pacific Amphitheatre is monitored by District security personnel 24 hours per day upon initial installation of the equipment. However, the security personnel is provided in partnership with the Contractors providing equipment in the venue and all equipment is brought to the District at the risk of Contractor. The District does not take responsibility for loss of equipment for any reason, including, but not limited to, by theft, damage, vandalism, or act of nature.

EXHIBIT A – SCOPE OF WORK (CONT.)

6. Weather Protection

Weather protection is the responsibility of the Contractor. The stage will be covered, but is not watertight.

7. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

8. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

9. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements), must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

10. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

11. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards. Please see attached procedures.

The District requires Contractor's employees to wear, in a clearly visible location, identification cards, and/or credentials while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned by Friday following the end of the OC Fair. All employees must abide by the District procedures as provided by the District.

12. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

EXHIBIT A – SCOPE OF WORK (CONT.)

13. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

14. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

15. Subcontracting

Subcontracting of efforts involving labor and/or installation services is not allowed. Contractor may utilize additional suppliers to meet the District's equipment needs.

16. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security and Parking & Traffic departments.

17. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

18. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up for each piece of equipment provided as well as the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

19. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

EXHIBIT A – SCOPE OF WORK (CONT.)

20. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the “not to exceed” amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate changes in specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

21. Megan’s Law Screening

All of Contractor’s employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor’s subcontractors who will be performing job related duties on District premises must pass background checks under “Megan’s Law” as required by the District’s current Megan’s Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District’s Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District’s current Megan’s Law policy is attached (see Part IX – Forms).

22. Right to Replace/Dismiss

Contractor’s onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor’s onsite personnel or any member of Contractor’s onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor’s permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan’s Law, or fails to meet the District’s safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor’s subcontractor, as the case may be) cease using said employee at the District’s facilities and Contractor (or Contractor’s subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor’s employees or of Contractor’s subcontractor’s employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this RFP.

23. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor’s employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

EXHIBIT A – SCOPE OF WORK (CONT.)

24. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

25. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

26. Termination

The District reserves the right to terminate without cause 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. The District has the right to terminate any contract in its sole and absolute discretion.

27. Anticipated Contract Term

The term of the Pacific Amphitheatre Audio Equipment and Services contract shall be from April 2, 2018 through December 31, 2019 with three (3) one (1)-year options to renew with the approval and acceptance of the 32nd District Agricultural Association.

CONTRACTOR AGREES

1. To perform according to the Scope of Work and Contract Terms and Conditions contained herein at the rates specified in Exhibit F – Contracted Financial Proposal Bid Form.
2. The District's Request for Proposal (RFP) for Pacific Amphitheatre Audio Equipment and Services, AU-05-18, dated February 8, 2018, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.
3. The Contractor's proposal for Pacific Amphitheatre Audio Equipment and Services, AU-05-18, dated February 20, 2018, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.
4. 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.



EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

1. To provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Further, these personnel shall be solely authorized to request changes, corrections and/or additions to the scheduled order.
2. To allow Contractor access to the District's property as necessary.
3. To pay Contractor a total amount not to exceed ONE MILLION ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS (\$1,116,737.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.
4. Estimated price breakdown is as follows assumes the flat rate for the annual 23-day season and a possible eight (8) additional shows. Payment will be made based upon actual number or shows. The fee detail is included as Exhibit F – Contracted Financial Proposal Bid Form:

Estimated price breakdown is as follows:

2018	2019	2020	2021	2022
\$210,642.00	\$215,365.00	\$223,471.00	\$230,174.00	\$237,085.00

Daily Rate:

2013	2014	2015	2016	2017
\$6,354.00	\$6,345.00	\$6,741.00	\$6,943.00	\$7,152.00

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-72

PAYMENT PROVISIONS:

To pay Contractor a total amount not to exceed ONE MILLION ONE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS (\$1,116,737.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall be submitted upon completion of services rendered to the District and shall contain the following, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number: 47917;
4. Itemization of costs with corresponding order number, specifications, dates of delivery/pick-up, and location for each piece of equipment ordered; and
5. Name of personnel with listing of actual date(s) worked, including shift start and end times.

Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM

2018		2019	
Sound System	\$ <u>88720-</u>	Sound System	\$ <u>91382-</u>
Labor (Load In/Out)	\$ <u>13660-</u>	Labor (Load In/Out)	\$ <u>14070-</u>
Labor (Operating)	\$ <u>57430-</u>	Labor (Operating)	\$ <u>59153-</u>
Daily Rate*	\$ <u>6354-</u>	Daily Rate*	\$ <u>6345-</u>
Total	\$ <u>159810-</u>	Total	\$ <u>164605-</u>

Option Years:

2020		2021		2022	
Sound System	\$ <u>94123-</u>	Sound System	\$ <u>96947-</u>	Sound System	\$ <u>99855-</u>
Labor (Load In/Out)	\$ <u>14492-</u>	Labor (Load In/Out)	\$ <u>14927-</u>	Labor (Load In/Out)	\$ <u>15375-</u>
Labor (Operating)	\$ <u>60928-</u>	Labor (Operating)	\$ <u>62756-</u>	Labor (Operating)	\$ <u>64639-</u>
Daily Rate*	\$ <u>6741-</u>	Daily Rate*	\$ <u>6943-</u>	Daily Rate*	\$ <u>7152-</u>
Total	\$ <u>169543</u>	Total	\$ <u>185239-</u>	Total	\$ <u>190786-</u>

* **Daily Rate** is for dates outside of but contiguous with the 23 day Summer Concert Series. **Daily Rate** should be calculated with the following formula: $Daily Rate = [Sound System + Labor (Operating)]$.

In the event of stand-alone shows, the rate will be calculated with following formula: $Daily Rate + Labor (Load In/Out) = Stand-Alone Show$.

Note: Billing invoices must reflect actual services rendered. If the District opts not to utilize one or more services during a contract year, the District shall not be billed for that service.

-End Exhibit F-

EXHIBIT G – EQUIPMENT SAFETY POLICY

The Equipment Safety Policy is subject to change at any time. Upon notification, Contractor shall immediately adhere to subsequent amendment(s) of the Equipment Safety Policy.

Contractor shall abide by the speed limit signs posted on District property in the operation of all vehicles.

Operating Forklift

- Must wear hard hat ANSI class A
- Must wear seat belt
- No carrying passengers
- No objects shall hang off or carry from operator's location
- Must have proper passenger carriage when lifting person
- No standing / persons on forks while operating

Operating Man Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No lifting objects to stand up / move
- No overload basket

Operating Scissor Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No overloading basket
- Check overhead when lifting
- Approach uneven ground properly
- Always plug lift into electrical outlet after each use

Safety First – It Starts with You

-End Exhibit G-

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

Procedure: 0004

1. Each OCFEC contractor and its respective employees (collectively, “Contractor”) shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.
7. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

Procedure: 0005

1. Each OCFEC contractor and its respective employees (collectively, “Contractor”) must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.
11. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.
2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.
3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)
4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)
5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.
7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.
8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.
9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.
2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.
3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.
4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.
5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

4. OCFEC Security personnel will be appropriately posted to enforce the area procedure. “No Alcohol Beyond this Point” signs will be posted.
5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.
6. This procedure will be added to all contracts as an attached addendum.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

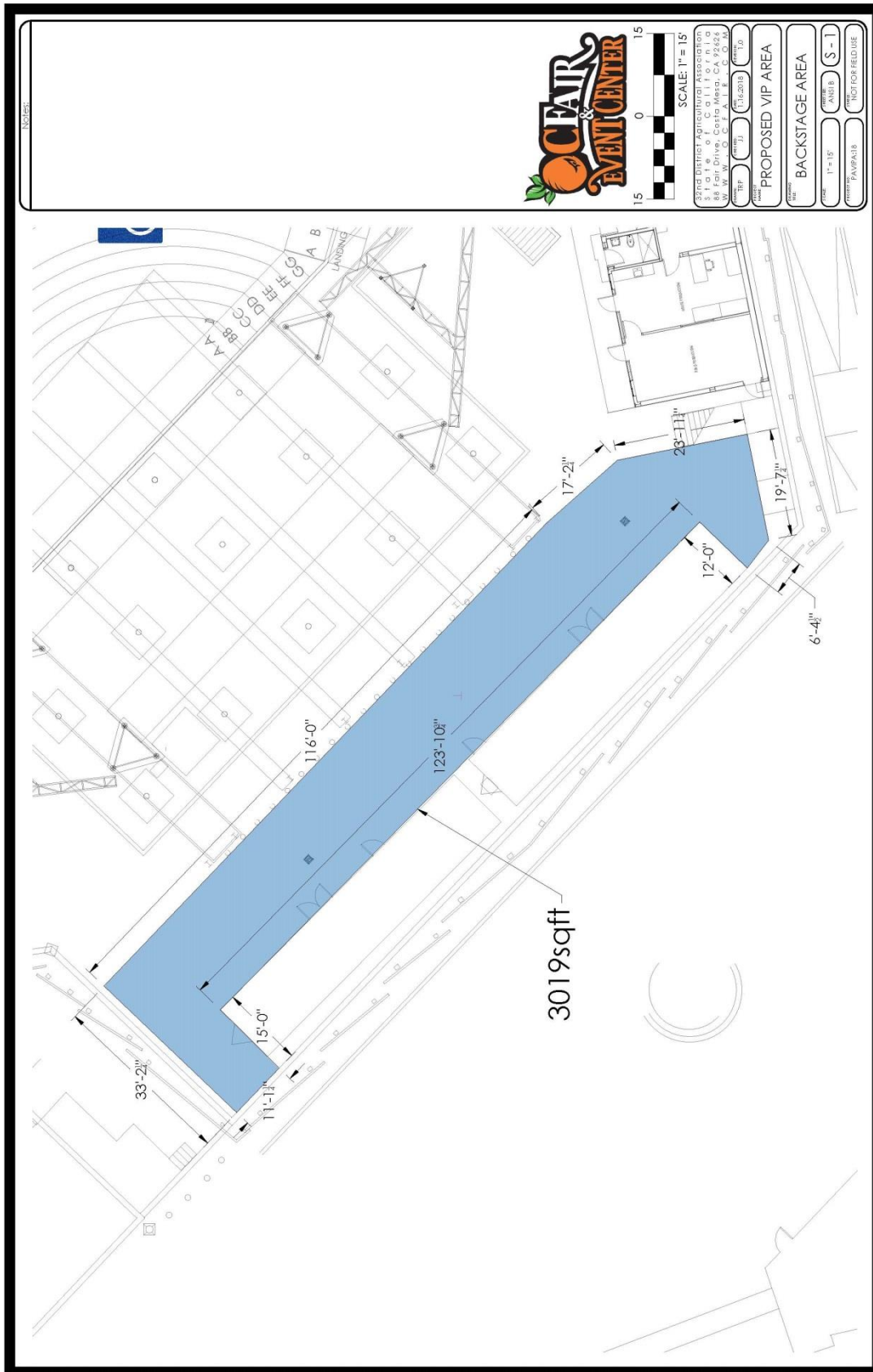




EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

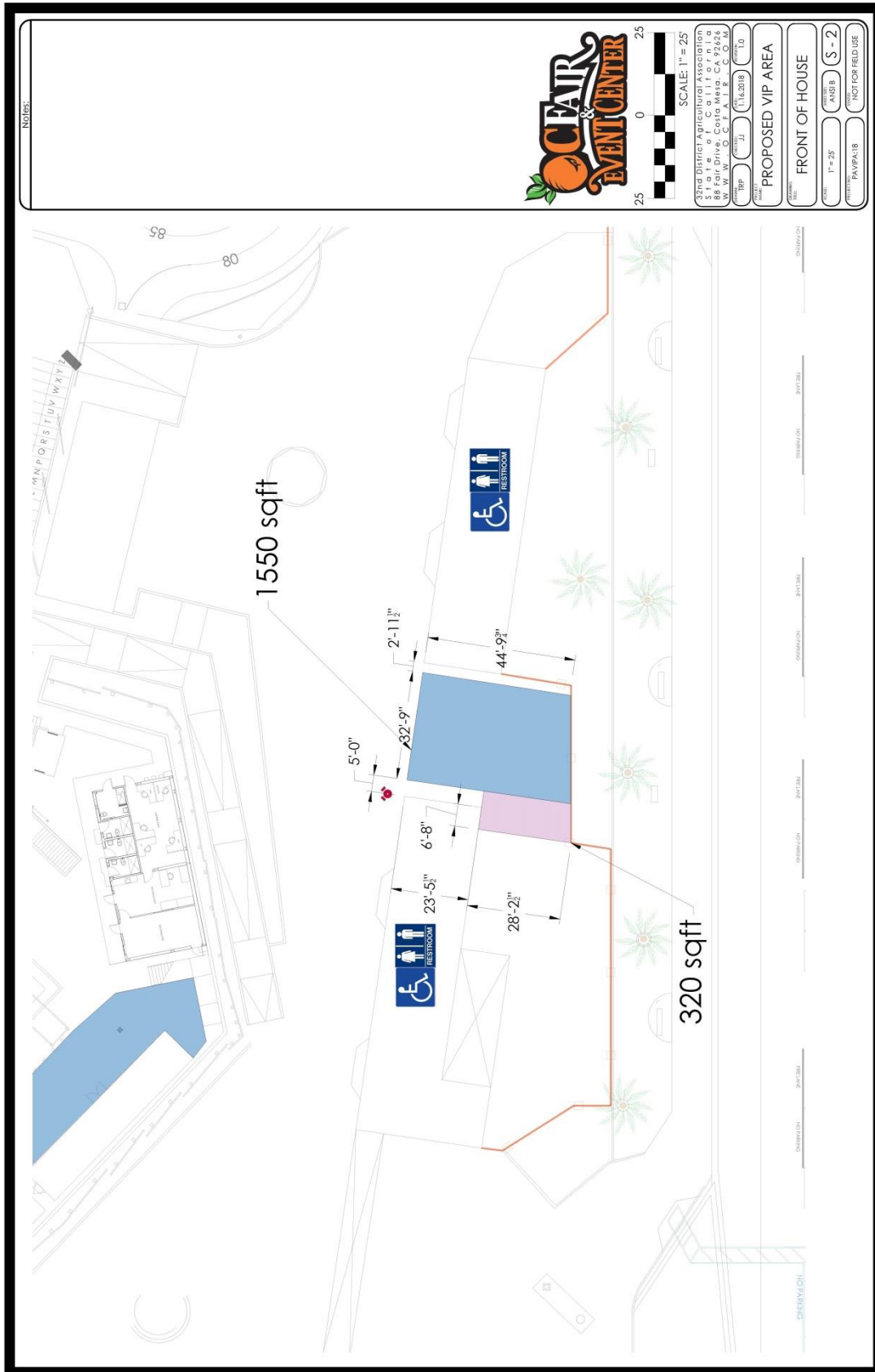


EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)
2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.
3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.
4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
 - Below are examples of Meet & Greets and VIP:
 - a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.
6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.
7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

8. The event coordinator will ensure the guests are escorted in and out.
9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Pre-Event Security Operations Meeting.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all Pacific Amphitheatre operational staff members receive current and relevant information prior to any concert, scheduled meet & greet, party or other event or happening in the Pacific Amphitheatre.

Procedure: 0010

1. At start of swing shift, OCFEC Pacific Amphitheatre Venue Security Manager and the OCFEC Pacific Amphitheatre Security/Usher Supervisor will meet in person with OCFEC Security Operations Commander and on-site Sheriff's Command staff personnel to be briefed on the upcoming concert, party or other event. This meeting will include a review of all information received to date related to the upcoming concert, party or other event.
2. The OCFEC Venue Security Manager, Security Usher Supervisor and Security Operations Commander will determine whether additional OCFEC personnel is needed at the Pacific Amphitheatre and if so, will develop and coordinate the deployment of additional OCFEC personnel.
3. The Pacific Amphitheatre Venue Security Manager and Security/Usher Supervisor will coordinate and participate in a pre-event meeting on a daily basis, which will pre-event meeting will include all *Stage, Performance, Production, Security and other miscellaneous personnel* as needed. The pre-event meeting will provide a daily information sharing platform for all security/law enforcement operational aspects of each concert, party or other event scheduled at the Pacific Amphitheatre.
4. The OCFEC Venue Security Manager and/or Security/Usher Supervisor shall keep OCFEC Security Director apprised of any time sensitive information or special circumstances.
5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3rd Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.
2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.
3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.
5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log.
**Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*
6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.
7. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre use Security Procedures

PPE (Personal Protective Equipment): None

Purpose: To ensure that all necessary steps have been taken prior to, during and after use of the Pacific Amphitheatre venue.

Procedure: 0012

1. Before every event at the Pacific Amphitheatre, the OCFEC Security Director, Law Enforcement officials and any contract security personnel shall meet to develop a plan to implement preventative measures, reactionary measures and personnel deployments relative to the characteristics of the upcoming show, concert or event. **Security/Law Enforcement/Emergency Medical personnel staffing levels will be determined by the OCFEC Security Director and or the appropriate Orange County Sheriff's Department personnel.*
2. OCFEC security staff shall meet with OCFEC Entertainment, Event, Production or other personnel as needed to disseminate non-sensitive aspects of the Security/Law Enforcement plan and to gather any additional relevant or up-to-date information.
3. For year-round or annual OC Fair Pacific Amphitheatre use, OCFEC security staff will be assigned to regulate access to the Pacific Amphitheatre at least 48 hours prior to the event start time and shall remain on duty 24 hours per day until the end of the event or as needed.
4. Once OCFEC security personnel are present (*48 hours prior to event until event end*), all persons that want to access the Pacific Amphitheatre must present the appropriate credential, identification card or pass to OCFEC security staff for inspection and must successfully pass through a security screening checkpoint, which may include but not be limited to bag inspections, item inspections and magnetic security screening. **See Pacific Amphitheatre Photo Identification and OCFEC Pacific Amphitheatre Loading Ramp Access procedures for entry requirements.*
5. An OCFEC Security/Usher pre-shift briefing must take place at least one hour before the Pacific Amphitheatre is open to the public. Personnel at the meeting will be briefed on any pertinent information and will receive assignments and any other emergency, event time-line or procedural information.
6. OCFEC security staff must remain present after the conclusion of each show, concert or event held in the Pacific Amphitheatre to assure that no alcohol leaves the premises and that all guests have safely departed before securing the exit gates. *Throughout the annual OC Fair, guests in possession of alcohol will be permitted to exit through the Plaza Pacifica Lobby Exit.*
7. OCFEC overnight staff may be required to remain after the conclusion of the show, concert or event to ensure the protection of any equipment and to regulate access to the area as needed.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

8. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Interior Back Stage Access Point (*Elevator, VIP Chain, “Blue Door”*)

PPE (Personal Protective Equipment): None

Purpose: To ensure that all individuals accessing the Pacific Amphitheatre Back Stage area(s) via the Elevator, Stage-Right VIP Chain or “Blue Door” located at the top of the Back Stage staircase are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0013

1. Upon arrival at the Pacific Amphitheatre Back Stage area via the Elevator, VIP Chain or “Blue Door”, all individuals must have possession of, or must be wearing, an appropriate credential, pass or identification card for OCFEC Security staff inspection. If an individual does not have possession of, or is not wearing, an appropriate credential, pass or identification card, that individual will be denied access.
2. Pacific Amphitheater Elevator, VIP Chain or “Blue Door” security staff will coordinate with the Pacific Amphitheatre Loading Ramp Security staff to assist individuals without the appropriate credential, pass or identification card that claim to have pre-approved access to the Pacific Amphitheater Back Stage area. *See OCFEC Pacific Amphitheater Loading Ramp Access Procedure for more information.*
3. To access the Pacific Amphitheatre Back Stage area, each individual must present an acceptable credential, pass or identification card for verification. Credentials, identification cards or adhesive “silk” passes are valid for one individual only and do not grant that individual the ability to bring as guests into the Pacific Amphitheatre Back Stage area other individuals that are not in possession of their own required credentials, passes or identification cards.
4. *The exception to this procedure is the ADA access for our customers with disabilities to access our accessible seating in the Pit/Circle.*
5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Annual OC Fair Security/Usher Training

PPE (Personal Protective Equipment): None

Purpose: To ensure that all Pacific Amphitheatre Security and Usher staff members are provided the necessary information, training and equipment required to perform assigned tasks.

Procedure: 0014

1. All personnel hired to work in the Pacific Amphitheatre in a Security or Usher position must attend a mandatory OC Fair general employee orientation before taking part in any department or task specific training. This training includes employment basics such as: *how to clock-in and clock-out, where to park vehicles, grooming and uniform standards, workplace harassment training, heat illness prevention* and other topics that apply to most OCFEC seasonal employees. These training sessions typically occur in mid-June each year.
2. Upon completion of the general staff orientation mentioned above, all Pacific Amphitheatre Security and Usher personnel, including Supervisors, Leads and Staff members are required to attend a two-part department specific orientation for further education and training. These training sessions typically occur in early July each year.
 - Part one of the training will include department or venue specific topics such as: *assignments and post orders, venue geographical awareness, team compound location and associated rules, equipment check-out procedures, back-stage rules and regulations, venue policies regarding smoking, ejections, non-compliant or violent behavior, ticketing/seat issues, restroom locations, 1st Aid location, how and who to call for help* and other pertinent topics.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

- Part two of the training will cover advanced emergency procedures such as: *Evacuation plan review, Evacuation plan walk-thru exercise including responsibilities of each staff member, Shelter-in-Place plan review, Emergency communication plan review and Active Shooter/Extreme Violence procedures.* The OCFEC Pacific Amphitheatre stage crew and production staff, Costa Mesa Fire personnel, CARE Ambulance personnel, OC Sheriff's Department personnel, and OCFEC non-security or usher staff will participate in Part 2 of the orientation.
- 3. OCFEC Alcohol Compliance team members assigned to the Pacific Amphitheatre must attend OCFEC Alcohol Compliance training in addition to the training(s) listed above. Alcohol Compliance team training covers topics such as: *Dealing with intoxicated persons, Expecting the unexpected, Signs of intoxication, Contact & approach, Suggested techniques, After action reporting, Arranging safe passage home, Alcohol sales locations* and other pertinent topics. These training sessions typically occur in early July each year.
- 4. All OCFEC Security and Usher staff members must attend the mandatory daily start-of-shift briefings to receive up-to-date information, daily assignments and any other pertinent or relevant information. During the daily briefings, Supervisors and Leads will continually educate and train Pacific Amphitheatre Security and Usher staff members to enhance daily performance. Areas of focus pertain to: Customer Service, Procedural re-education or reinforcement, Seating Issues, Time-line or procedural changes as well as other topics beneficial to the security and overall guest experience in the Pacific Amphitheatre.
- 5. This procedure will be added to all contracts as an attached addendum.

EXHIBIT H - ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

- 0004 Uniforms for Contractors and their Employees.
- 0005 OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.
- 0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.
- 0007 Pacific Amphitheatre Stage use by artists/band members.
- 0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.
- 0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.
- 0010 Pacific Amphitheatre Pre-Event Security Operations Meeting.
- 0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.
- 0012 Pacific Amphitheatre use Security Procedures
- 0013 Pacific Amphitheatre Interior Back Stage Access Point (Elevator, VIP Chain, "Blue Door")
- 0014 Pacific Amphitheatre Annual OC Fair Security/Usher Training

Date trained: _____ **Initial:** _____

I _____ have read, understand and will follow the above procedure(s).

Signature: _____

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-052-18PA	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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 . DANIELLE ROSNER
---	---

2. The agreement term is from **07/29/18** through **07/29/18**

3. The maximum amount payable is \$ **1,000.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **1,000.00** *(Attach list if applicable.)*

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

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. *(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 – **Pacific Amphitheatre 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 – House Rider/Performance Agreement (Attached hereto as part of this agreement)
- Exhibit F – Pacific Amphitheatre Decibel Level & Sound Covenant (Attached hereto as part of this agreement)
- Exhibit G – OCFEC Procedures (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 <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> DANIELLE ROSNER			
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 Danielle Rosner, Artist			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 3947 Carpenter Ave. Unit 202, Studio City, CA 91604 (323) 327-3691 dani@honeycountry.com			
FUND TITLE Operating	ITEM 5780-70	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		SIGNATURE OF ACCOUNTING OFFICER 			DATE SIGNED

EXHIBIT A – SCOPE OF WORK

CONTRACT REPRESENTATIVES:

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

Honey County
Name: Danielle Rosner
Title: Artist
Phone number: (323) 327-3691

CONTRACTOR AGREES:

- A. To provide the performer “Honey County” on Sunday, July 29, 2018 in support of Brett Eldredge.
- B. To perform one (1) 30 minute set on Pacific Amphitheatre stage beginning at 7:30 p.m.
- C. As an agency of the State of California, the venue is not permitted to provide performance deposits.
- D. 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:

- A. To pay Contractor a total sum not to exceed ONE THOUSAND DOLLARS (\$1,000.00) upon satisfactory completion of work herein required on Sunday, July 29, 2018.
- B. To provide the Pacific Amphitheatre stage, lights and sound. Backline is not included.
- C. To provide box office, ticket takers, security, usher staff and concessions.
- D. To provide a dressing room trailer in the backstage area.
- E. To provide complimentary parking and admission for performer, crew and management only.
- F. To provide ten (10) complimentary performance tickets. Guest tickets include free admission to the OC Fair and the performance event, but do not include parking.
- G. 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 #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor a total not to exceed amount of ONE THOUSAND DOLLARS (\$1,000.00) upon satisfactory completion of work herein required on Sunday, July 29, 2018.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

The District is not obligated to make any payment to Contractor under the Agreement unless and until Contractor completes all of the work required in this Agreement by Sunday, July 29, 2018, to the satisfaction of the District

If Contractor completes all of the work in this Agreement by Sunday, July 29, 2018 to the satisfaction of the District, District will remit to Contractor a State of California-issued check on the night of performance.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 29, 2018, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

Each party shall make best efforts to adhere to all starting and ending times as indicated on the contract face.

CURFEW

There is a strict 10:00 pm curfew in effect unless an extension of curfew is approved in writing by the Chief Executive Officer of the District prior to the performance. If this curfew is not adhered to, Contractor may be liable and subject to litigation and fines by the State of California for breach of contract.

PAYMENT

Contractor shall be paid by District check in the amount specified in this agreement immediately upon completion of performance. District shall have no obligation to pay Contractor under this Agreement unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement. At least ten (10) days prior to performance date, Contractor shall submit to District an accurately completed and signed State of California Std. 204 (“Payee Data Record”). Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the State of California Franchise Tax Board (FTB). Contractor acknowledges and agrees District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if all payments by the District to Contractor exceed \$1,500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Franchise Tax Board forms. For access to the applicable forms, and for further information, refer to the State of California Franchise Tax Board website, www.ftb.ca.gov and search “Nonresident Entertainment Withholding Procedures.” Additional references for information can be found at www.ftb.ca.gov, www.ftb.ca.gov/forms/2008/08_1017.pdf and www.ftb.ca.gov/forms/2012/12_1017.pdf.

Contractor acknowledges and understands that in the event Contractor fails to furnish a completed and signed Payee Data Record to the District prior to the Artist’s performance date, the District is required to deduct the *nonresident* seven percent (7%) withholding from Contractor payment. The District is unable to reissue payment checks the day of performance. If Contractor subsequently provides the Payee Data Record to the District showing Contractor is a California resident, the District shall issue a check in the amount of the difference owed and paid Net 10.

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 these stated times. These requirements are 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

Contractor shall comply with all decibel and sound level requirements as detailed in Exhibit F – Pacific Amphitheatre Decibel Level and Sound Covenant.

MEDIA – WEB SITE

The District requests that the Contractor place specific information about the OC Fair on the Artist website only if agreed to by the Artist. Information may include the contracted entertainer's name, date, time of performances at the OC Fair, and a web-link to OC Fair website (www.ocfair.com).

MEDIA – INTERVIEW

The District also requests that the contracted Artist consent to at least one fifteen (15) minute promotional interview with a local radio station, to be selected by the District only if agreed to by the Artist, in advance of their performance at the OC Fair. Please contact the District’s Communications Department at (714) 708-1543 to coordinate the interview. The foregoing is subject to Artist's prior approval and availability subject to Artist's management prior approval.

MEDIA – VIDEO

Local affiliates of national television networks, upon issuance of proper District press credentials and prior written approval of Artist's representative, may be allowed to videotape up to three (3) minutes of performance for non-commercial news purposes only and subject to advance with Artist's management. The District actively discourages all non-legitimate videotaping activity.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

MEDIA – STILL PHOTOGRAPHY

Representatives of legitimate press organizations, upon issuance of proper District press credentials subject to Artist's management prior written approval, may be allowed to photograph a portion of the performance at Artist's discretion for local, non-commercial review purposes only, subject to Contractor's approval. The District actively discourages all non-legitimate use of still photography.

SOUND AND LIGHTS

Contractor agrees to use District-provided sound and lighting equipment, except as otherwise provided on the Contract face. District will provide industry standard sound and lighting equipment.

TBD is the Production and Lighting contact:

Gary Hardesty of Sound Media Fusion is the contact regarding specifics for audio systems and dB level limitations: (818) 482-0193 audiomicro@aol.com

RENTAL EQUIPMENT

The District will upon request, arrange for an independent company to rent any equipment to Contractor that may be required by Contractor in connection with Contractor's performance under this Contract; provided, however, the District will not be responsible for payment of rental equipment, unless otherwise specifically stated in the Contract or as mutually agreed upon in advance.

HOSPITALITY

The District will provide meal service chosen from a District determined menu. District will use Artist'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 Artist at the Artist's expense from the on-site caterer. Catering itself will be capped at \$3,500.00 versus the cost of Artist's touring personnel staff for meals and dressing room riders, whichever is lower. After show food and bus stock is not provided. 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. (See attached Exhibit G – OCFEC Procedures)

Unless contracted, costs associated with the tour itself, including, but not limited to such items as hotel accommodations, travel fares, ground transportation, freight costs and backline are the financial responsibility of the Contractor.

Unless contracted, personal Contractor needs, including, but not limited to such items as massage, health care professionals and hairstylists are the financial responsibility of the Contractor. Runners are available on the performance day only and within a 15 mile radius.

MERCHANDISING

All merchandise sales are subject to a commission payable to the District. In the event any merchandise will be sold, please contact the District's Production Office. The Artist/Contractor shall provide the District with advance notification of Artist/Contractor's intent to sell merchandise. Unless otherwise indicated on the Contract face page, merchandising sales are subject to 70%/30% split with the venue selling the merchandise. CD sales will be subject to a 10% commission payable to the District. All merchandise sales are subject to these commission rates or as stated in the face of the Contract. Contractor will be responsible for paying sales tax and, in all instances, the foregoing split shall be paid after deduction of tax.

The District will provide adequate point(s) of sale to be advanced and mutually agreed. If the District is to provide individuals to handle sales transactions, notification to the District MUST be in advance or the District may be unable to provide individuals to handle the sales transactions. In addition to any commission due and owing to the District under the provisions of the Paragraph, Contractor is responsible for all salaries, fees, costs, and expenses incurred by the District in providing personnel responsible for the merchandising sales transaction.

EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

SPONSORSHIPS

District sponsorships shall not be excluded by Artist/Contractor's sponsorship commitments. District sponsor signage shall be used throughout the venue. District agrees the signage for District's sponsors will not imply or suggest Artist/Contractor endorses the sponsor, its products, or services. Each party shall not receive any revenues from the other party sponsorship agreements. Artists/Contractor's sponsorship signage may be used only upon the prior written consent of the District, not to be unreasonably withheld. Each party shall notify the other party of any potential conflicts related to sponsorships to the extent it is made aware.

The Amphitheatre is eligible for two sponsorships: title and presenting. The District shall determine the appropriate number and size of signs displayed inside and outside of the Amphitheatre. The District retains the right to have title and presenting sponsor banners located throughout the Amphitheatre, including the stage area. Such sponsorships shall not interfere with Artist's performance area.

INSURANCE

If Artist's performance involves the active participation of the audience in the act or any hazardous activity is part of the entertainment act, including, but not limited to, pyrotechnics, Contractor shall notify the District and meet all requirements for General Liability coverage as required by the California Fairs Services Authority prior to the performance. No indemnification, hold harmless or additional insured certificate will be provided to Contractor by the District.

WORKERS' COMPENSATION INSURANCE

Contractor warrants that it maintains Workers Compensation Insurance for Contractor and Contractor's employees in the amounts and to the extent required by law.

To the extent required by law, Contractor will comply with Section 3700 of the California Labor Code, which requires every employer 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

Purchaser and Producer agree to indemnify, defend and hold harmless each other and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only to the extent resulting from the negligence or willful misconduct of the indemnifying party, its employee or representatives.

MISCELLANEOUS

The performance may be emceed (i.e. "welcomed by") a local market radio station personality, which shall be selected by the District subject to Artist's management approval; however, Artist shall have the right to pre-approve any references to be made with respect to Artist. In no way shall this be considered a "co-promotion" or "presented by" situation. The Contractor will be informed of the station selected prior to the engagement.

PROMOTIONAL MATERIAL AND ADVERTISING

Contractor shall use Contractor's best efforts to provide materials, including biographical information and photographs, at Artist's management discretion to the District for use in District's promotional and advertising material.

DRUGS & PARAPHERNALIA

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



EXHIBIT E – PACIFIC AMPHITHEATRE HOUSE RIDER / PERFORMANCE AGREEMENT (CONT.)

CONFLICT OF LAWS OR TERMS

NOTWITHSTANDING ANYTHING IN THE ATTACHED ARTIST AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA BOTH SUBSTANTIVE AND PROCEDURAL AND IN THE CASE OF CONFLICT BETWEEN THE DISTRICT/STATE AGREEMENT AND ARTISTS AGREEMENT, THE DISTRICT/STATE AGREEMENT SHALL PREVAIL IF THE PARTIES CAN NOT MUTUALLY AGREE UPON A RESOLUTION OF THE CONFLICT AND ONLY TO THE EXTENT NECESSARY TO ELIMINATE SUCH CONFLICT.

MOST FAVORED NATIONS

The terms of this Agreement shall be on a most favored nations basis with all other artists performing at the OC Fair in the year of Artist's Performance(s).

FORCE MAJEURE CLAUSE

If as a result of any Act of God, war, accident, fire, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, destruction of the Pacific Amphitheatre or the destruction of District's facilities such that the OC Fair is cancelled or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe ("Force Majeure Event"), then either party may cancel any performance and neither party shall have any further liabilities and/or obligations in connection therewith.

CONTRACTOR'S POWER AND AUTHORITY

Contractor has the authority to enter into this Agreement and to furnish the services of Artist in connection with the terms and conditions contained herein. If the Artist is not signing and contracting in own name to perform the entertainment services, then the business entity that is signing and contracting to provide the services of the Artist 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 Artist(s) 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-



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT F – PACIFIC AMPHITHEATRE DECIBEL LEVEL AND SOUND COVENANT (CONT.)

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

Understood and Agreed

Name of Contractor: _____

Signed: _____
(Contractor's Authorized Representative)

Printed Name, Title: _____

Dated: _____

-End Exhibit F-

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.
2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.
3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)
4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)
5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.
6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.
7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.
8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.
9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.
2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.
4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.
5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.
4. OCFEC Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.
5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.
6. This procedure will be added to all contracts as an attached addendum.



EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

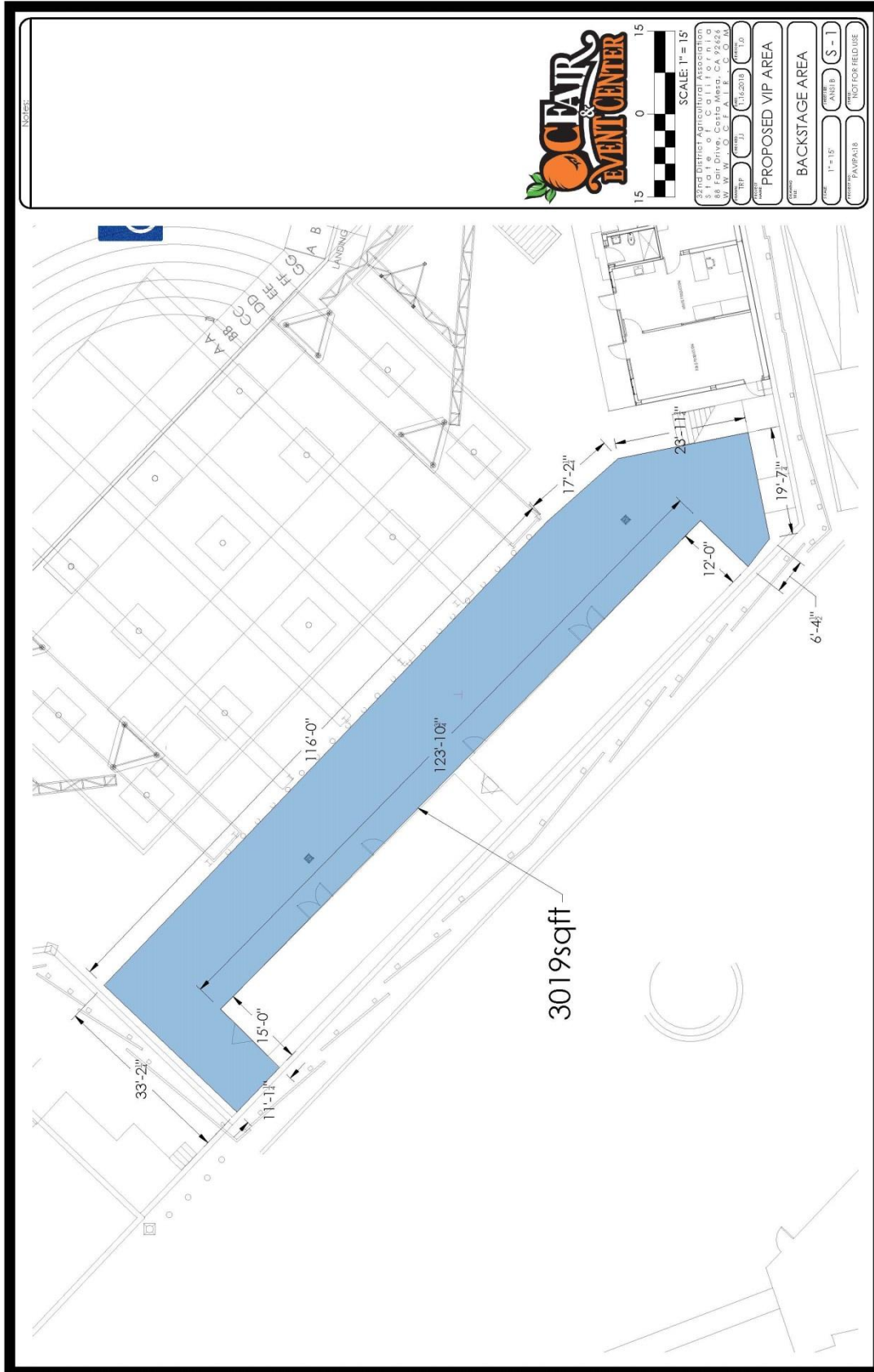


EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)
2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.
3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.
4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
 - Below are examples of Meet & Greets and VIP:
 - a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.
6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.
7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.
8. The event coordinator will ensure the guests are escorted in and out.

EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the West or 3rd Base side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.
2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.
3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.
4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.
5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log.
**Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*
6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.
7. This procedure will be added to all contracts as an attached addendum.



EXHIBIT G – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

- 0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.
- 0007 Pacific Amphitheatre Stage use by artists/band members.
- 0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.
- 0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.
- 0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

Date trained: _____ **Initial:** _____

I _____ have read, understand and will follow the above procedure(s).

Signature: _____

-End Exhibit G-

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-053-18HB	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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 . CONVALIAN PRODUCTIONS F/S/O TURN THE PAGE
---	---

2. The agreement term is from **08/09/18** through **08/09/18**

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

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

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

- Exhibit A – Scope of Work – **Entertainment at 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.) CONVALIAN PRODUCTIONS			
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 Sam Morrison			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL P.O. Box 2123, Fullerton, CA 92837 (714) 745-2612 booking@turnthepageonline.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 Wilson
Title: Entertainment Supervisor
Phone number: (714) 708-1878

Convalian Productions f/s/o Turn The Page
Name: Sam Morrison
Title: Owner
Phone number: (714) 745-2612

CONTRACTOR AGREES:

Performance

1. To provide the performance group, “Turn the Page – The Ultimate Tribute to Bob Seger & the Silver Bullet Band” on Thursday, August 9, 2018.
2. To perform one (1) 90 to 120-minute set on The Hangar stage beginning at approximately 8:35 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 TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) upon satisfactory completion of work herein required.

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 a total sum not to exceed TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) upon satisfactory completion of work herein required on Thursday, August 9, 2018.

Payment will be made by 32nd District Agricultural Association, State of California-issued check on night of performance.

The District is not obligated to make any payment to Contractor under the Agreement unless and until Contractor completes all of the work required in this Agreement by Thursday, August 9, 2018, to the satisfaction of the District

If Contractor completes all of the work in this Agreement by Thursday, August 9, 2018, to the satisfaction of the District, District will remit to Contractor a State of California-issued check on the night of performance.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Thursday, August 9, 2018, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – THE HANGAR HOUSE RIDER / PERFORMANCE AGREEMENT

SHOW STARTING TIMES

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

CURFEW

There is a strict 10:30 p.m. curfew in effect unless an extension of curfew is approved 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. District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

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-

AGREEMENT NUMBER SA-054-18GE
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
FUSION TALENT GROUP

2. The term of this Agreement is: **07/24/18** through **08/13/18** **FED ID:**

3. The maximum amount of this Agreement is: **\$18,750.00**

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

Exhibit A – Scope of Work – **To provide “Magic Bean” for the 2018 OC Fair July 25-August 12.** Pages 1 – 2
See Page 2 for additional details.

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

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

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

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

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*


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

CONTRACTOR

California Department of General Services Use Only

Exempt per:

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

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


PRINTED NAME AND TITLE OF PERSON SIGNING
Andrew Pogson, President

ADDRESS
**9565 S. Orange Blossom Trail, Orlando FL 32837
 (519) 275-1070 andrew@fusiontalentgroup.com**

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, Vice President, Operations**

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

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

Fusion Talent Group
Name: Andrew Pogson
Title: President
Phone number: (519) 275-1070

CONTRACTOR AGREES:

1. To provide “Magic Bean” from July 25 – August 12 for the 2018 OC Fair.
2. To set up “Magic Bean” trailer beginning Tuesday, July 24, 2018, to be completed by Wednesday, July 25, 2018, at 10:00 a.m. To begin final teardown and removal of equipment and structures no earlier than 11:30 p.m. on Sunday, August 12, 2018, to be completed by Monday, August 13, 2018, at 4:00 p.m.
3. “Magic Bean” will be located near the Livestock Area and will perform Wednesdays through Sundays at the following times (times may be adjusted as necessary by the District):
 - 1:30 p.m.;
 - 3:30 p.m.; and
 - 6:30 p.m.
4. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
5. 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.
6. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol or drugs will not be consumed before or on stage during the performance.
7. The OC Fair is a smoke and vape-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
8. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
9. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide 25’ x 15’ space in the Livestock Area for the “Magic Bean” trailer as well as adequate seating area for audience. Final space size for audience to be determined by the District.
2. To provide a/c power supply.
3. To provide credentials for “Magic Bean” employees as determined necessary by the District.
4. To pay Contractor a total sum not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$18,750.00). Payment will be made Net 10 upon satisfactory completion of work herein required and delivered via US Mail.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70 \$18,750.00

PAYMENT PROVISIONS:

To pay Contractor a total sum not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$18,750.00). Payment will be made Net 10 upon satisfactory completion of work herein required and delivered via US Mail.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Monday, August 13, 2018, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

)

-End Exhibit C-



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

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-056-18BB	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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 . LE CLAIR AND BRADLEY ENTERPRISES
---	--

2. The agreement term is from **07/14/18** through **07/15/18**

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

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

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

ADDITIONAL PAGES ATTACHED

- Exhibit A – Scope of Work – **Entertainment at 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)

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.) LE CLAIR AND BRADLEY ENTERPRISES	
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 Raymond Bradley, Co-Owner	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 7071 Warner Ave., Suite F-307, Huntington Beach, CA 92647 (714) 847-0059	


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

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

CONTRACTOR AGREES:

- A. To provide the entertainment group, “The Mai Tais,” in Baja Blues from July 14 - July 15 for the 2018 OC Fair.
- B. Performances shall begin at 1:00 p.m. and consist of three (3) sets of approximately 45 minutes on stage and 15 minutes off stage.
- C. No tip jars are allowed.
- D. To provide biographical and news release information as necessary.
- E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- F. To make band members available for media and promotional opportunities on dates and times mutually agreed upon by both parties.
- G. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
- H. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any 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.
- I. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
- J. The OC Fair is a smoke and vape-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
- K. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
- L. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide the Baja Blues stage, lights and sound on performance dates and times.
- B. To provide complimentary parking and OC Fair admission for band members, crew and management.
- C. To waive venue merchandise split provided Contractor sells.
- D. To provide promotion and advertising as part of the 2016 OC Fair collateral material.
- E. To pay Contractor a total sum not to exceed SIX HUNDRED DOLLARS (\$600.00) upon satisfactory completion of services herein required on Sunday, July 15, 2018.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of work herein required on Sunday, July 15, 2018.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 15 2018, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

AGREEMENT NUMBER SA-057-18GE
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
ENTERTAINING THE KING TOURING, INC. F/S/O STREET DRUM CORPS

2. The term of this Agreement is: **07/13/18** through **08/12/18** **FED ID:**

3. The maximum amount of this Agreement is: **\$17,825.00**

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

Exhibit A – Scope of Work – To provide “Street Drum Corps” for the 2018 OC Fair July 13-August 12. See Page 2 for additional details.	Pages 1 – 3
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 4
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 5 – 8
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 9 – 12
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 13 – 15

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

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

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) ENTERTAINING THE KING TOURING, INC. F/S/O STREET DRUM CORPS	
BY (Authorized Signature) 	DATE SIGNED(Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Frank Zummo, Founding Member	
ADDRESS 16133 Ventura Blvd., Suite 880, Encino, CA 91436 (818) 784-9000	
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, Vice President, Operations	
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626	

California Department of General Services Use Only
<input type="checkbox"/> Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

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

Entertaining the King Touring, Inc
Name: Frank Zummo
Title: Founding Member
Phone number: (818) 784-9000

CONTRACTOR AGREES:

1. To provide the performance group, "Street Drum Corps," on grounds from July 13 – August 12 at the 2018 OC Fair.
2. The performances shall be high-energy, family-friendly roaming atmospheric drum shows.
3. To provide three (3) performers/artists each day of the OC Fair (closed Mondays and Tuesdays).
4. To provide five (5) performances per day, Wednesday through Sunday. Performance times shall be determined by mutual agreement of Contractor and the District, and finalized in advance of the 2017 OC Fair.
5. Contractor may be asked to provide an additional performance for a total of six (6) performances per day to support a special event or function. Additional performance(s) will only be provided with mutual agreement between Contractor and the District, and only with advance notice.
6. Each performance shall last approximately fifteen (15) minutes.
7. To work with the District to identify strategic performance locations, when applicable.
8. To provide costumes, any additional performance music, and all props.
9. To cover expenses, including air travel, hotel accommodations, ground transportation and meals.
10. Tip jars are not allowed.
11. To promote the performances on Contractor's website and via email and/or mobile databases, where available.
12. 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.
13. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol or drugs will not be consumed before or on stage during the performance.
14. The OC Fair is a smoke and vape-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
15. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
16. 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.



EXHIBIT A – SCOPE OF WORK (CONT.)

DISTRICT AGREES:

1. To provide performance areas.
2. To provide labor to assist in the movement of props and equipment, as determined necessary by the District.
3. To provide unsupervised storage location for equipment, as necessary.
4. To provide non-exclusive dressing/break area, which shall include bottled water and towels.
5. To provide all necessary credentials, parking passes and photo identification at the discretion of the District. Credentials will only be issued to Contractor's staff processed through the Megan's Law screening as detailed in item 13 above.
6. To pay Contractor SEVEN HUNDRED SEVENTY FIVE DOLLARS (\$775.00) per day, for twenty-three (23) days, for a total sum not to exceed SEVENTEEN THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS (\$17,825.00) upon satisfactory completion of work herein required. Payment will be made Net 10 and delivered via US Mail to the address on the first page of this Agreement.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

To pay Contractor SEVEN HUNDRED SEVENTY FIVE DOLLARS (\$775.00) per day, for twenty-three (23) days, for a total sum not to exceed SEVENTEEN THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS (\$17,825.00) upon satisfactory completion of work herein required. Payment will be made Net 10 and delivered via US Mail to the address on the first page of this Agreement.

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



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

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-058-18BB	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

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

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 . BILL MAGEE
---	--

2. The agreement term is from **07/13/18** through **07/15/18**

3. The maximum amount payable is \$ **2,400.00** pursuant to the following charges:
 Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **2,400.00** (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)

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.) BILL MAGEE			
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 Bill Magee			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS / PHONE / EMAIL 11976 Stoney Peak Drive, #912, San Diego, CA 92128 (858) 451-3094			
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

Bill Magee Band
Name: Bill Magee
Title: NA
Phone number: (858) 451-3094

CONTRACTOR AGREES:

- A. To provide the entertainment group, “Bill Magee Band,” in Baja Blues on July 13 - July 15 for the 2018 OC Fair.
- B. The performances shall begin at 8:30 p.m. on 7/13 and 7/14, and 8:00 p.m. on 7/15. Each performance shall consist of three (3) sets of approximately 45 minutes on and 15 minutes off.
- C. No tip jars are allowed.
- D. To provide biographical and news release information as necessary.
- E. To promote contracted event via Contractor email and mobile (if available) database(s), and website.
- F. To make band members available for media and promotional opportunities on dates and times mutually agreed upon by both parties.
- G. The District, in exercise of its discretion and judgment, retains all rights to adjust the sound level or terminate the performance as it may deem necessary to ensure compliance with sound restrictions.
- H. All performances will be viewed by adults and children alike. The use of profane or obscene language or gestures will not be tolerated. Any display of such language or gestures by any 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.
- I. Being impaired or under the influence of legal or illegal drugs or alcohol will not be permitted. Alcohol will not be consumed before or on stage during the performance.
- J. The OC Fair is a smoke and vape-free event and their use is strictly forbidden in all public areas inside the fairgrounds.
- K. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
- L. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

STATE AGREES:

- A. To provide the Baja Blues stage, lights and sound on performance dates and times.
- B. To provide complimentary parking and OC Fair admission for band members, crew and management.
- C. To waive venue merchandise split provided Contractor sells.
- D. To provide promotion and advertising as part of the 2018 OC Fair collateral material.
- E. To pay Contractor a total sum not to exceed TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) upon satisfactory completion of services herein required on Sunday, July 15, 2018.

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-70

PAYMENT PROVISIONS:

Payment will be made upon satisfactory completion of work herein required on Sunday, July 15, 2018.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, July 15 2018, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

AGREEMENT NUMBER SA-064-18PS
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
RK DIVERSIFIED ENTERTAINMENT, INC.
- The term of this Agreement is: **03/01/18** through **12/31/19** **FED ID:**
with three (3) one-year options to renew at the sole discretion of the District
- The maximum amount of this Agreement is: **\$335,000.00**
Not to exceed \$866,700 with inclusion of option years
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide Pacific Amphitheatre production services for OC Fair & Event Center. See Page 2 for additional Scope of Work.	Pages 1 – 11
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 12
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 13 – 16
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 17 – 20
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 21 – 23
Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)	Page 24
Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement)	Page 25
Exhibit H – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 26 – 36

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.) RK DIVERSIFIED ENTERTAINMENT, INC.		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Raymond L. Woodbury, President	TALENT AGENCY I.D. #	
ADDRESS 112 North Harvard Avenue, PMB 244, Claremont, CA 91711 (909) 579-0511		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
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, Vice President, Operations		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Dan Gaines
Title: Entertainment Director
Phone number: (714) 708-1924

RK Diversified Entertainment, Inc.
Name: Raymond Woodbury
Title: President
Phone number: (909) 579-0511

A. PURPOSE AND BACKGROUND

The 32nd District Agricultural Association (“District”) is seeking a highly qualified Production Management services for the Pacific Amphitheatre at the OC Fair & Event Center. The District is a California State agency, operating under the purview of the Division of Fairs and Expositions of the California Department of Food and Agriculture, and is governed by a nine-member Board of Directors appointed by the Governor of California.

The OC Fair & Event Center is a 150-acre event venue located in Costa Mesa, California. The site hosts over 150 events each year, which attracts 4.3 million visitors annually, and is home to the OC Fair, Centennial Farm, Pacific Amphitheatre, Imaginology and Heroes Hall.

The OC Fair is the second largest fair in the state of California and the eighth largest fair in the United States. The OC Fair typically operates for twenty-three (23) days in July and August, Wednesday through Sunday and is closed to the public on Monday and Tuesday. The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations.

During the annual Fair, The Pacific Amphitheatre is a part of the larger OC Fair and comprises an “event within the event.” While entertainment is a highlight of the OC Fair, it is one component of robust programming in agriculture, attractions, amusement, food and beverage, and exhibits which comprise the total OC Fair experience.

The Pacific Amphitheatre is the host venue for the headline concert series historically offered by the OC Fair. The Amphitheatre was built in the early 1980’s and commercially operated until it was sold to the District in 1993.

Contractor’s services may include production services for specified year round events, expected to take place between April 1st and October 31st and the annual OC Fair, as indicated below. All work will be performed under the direction of the OC Fair & Event Center’s specified management personnel.

B. MINIMUM QUALIFICATION REQUIREMENTS

1. A minimum of ten (10) years of production leadership experience in reserved seat venues with capacities of 5,000 or more.
2. A minimum of five (5) years providing a wide range of production services, including but not limited to live music production.
3. A minimum of five (5) years of experience managing full concert seasons (20+ events per season), in venues with a capacity of 5,000 or more.

C. VENUE DESCRIPTION AND INFORMATION

1. Pacific Amphitheatre

- a. The Pacific Amphitheatre is an approximately 8,200-seat open-air outdoor venue which currently houses the concert series.



EXHIBIT A – SCOPE OF WORK (CONT.)

- b. This venue is primarily used during the annual OC Fair as a premier music venue, typically featuring a 23-day headline concert series with acts such as Steve Miller Band, Rebelution, The B-52s, and Alan Jackson.
- c. During the annual OC Fair, the venue generally operates from 7:00 p.m. to 10:00 p.m. Wednesday through Sunday. There may be some variation.
- d. Year-round events may include additional concert events, Easter Sunday services, commencement ceremonies, music festivals and expanded headline concerts throughout the year.

2. Pacific Amphitheatre Decibel Level and Sound Covenant

Property-wide noise mitigation is required, including compliance with the Pacific Amphitheatre Decibel Level and Sound Covenant detailed below which is included in all Pacific Amphitheatre performance contracts.

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

- 1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
- 2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
- 3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
- 4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
- 5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.



EXHIBIT A – SCOPE OF WORK (CONT.)

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

D. GENERAL REQUIREMENTS

1. Contractor shall provide on the Financial Proposal Bid Form (see Part IX - Forms) an “all-inclusive” annual fee for the 23 day OC Fair Summer Concert Series and an additional per show fee for performances outside the OC Fair dates, which will consist of all labor and expenses, including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel, accommodations, transportation and meals. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable. Performances outside the Fair dates may include performances promoted by the District or by outside promoters.
2. The District reserves the right to change and/or add any specifications and/or schedules.
3. The annual OC Fair setup is subject to change from year to year.
4. Upon contract award, Contractor shall immediately begin providing production planning services in preparation for the 2018 concert season.
5. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all requirements. Contractor services performed outside of “regular” business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
6. For both Year-Round and Fair Time events, Contractor must be on site from the time the performer or performer representatives and/or staff arrive through the completion of the performance load out.
7. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Contractor shall not accept instructions from or convey information to anyone not listed.
8. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
9. All personnel must have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District staff, Pacific Amphitheatre and production contractors, under the direction of the District’s Entertainment Director, and the District Vice President of Operations to produce live events, to work toward integration of the Pacific Amphitheatre and the OC Fair, and to oversee performance events outside the annual Fair dates.

EXHIBIT A – SCOPE OF WORK (CONT.)

10. Contractor shall provide all support staff necessary to successfully fulfill production services responsibilities.
11. Contractor shall be required to attend any training meetings as directed by the District's Entertainment Director or the District Vice President of Operations.
12. Contractor shall abide by all District policies and procedures as provided by the District.

E. Infrastructure Building

For all concerts before, during and after the 2018 OC Fair schedule the Contractor shall:

1. Assist District staff in devising and implementing plans for backstage layout, including dressing rooms, stage amenities and load-in and load-out operations plan.
2. Assist District staff in building production web site complete with all facility information and production specifications.

F. Performance Advance

For all concerts before, during and after the 2018 OC Fair schedule the Contractor shall:

1. Support contract fulfillment regarding gear and performance of crew with contracted vendors within the Amphitheatre.
2. Evaluate and plan for the needs required by the various management and booking agencies representing artists performing at the Amphitheatre.
3. Communicate any special, agreed upon catering needs to OCFEC Entertainment Director and catering staff.
4. Assist Marketing/Booking and Events team in setting up performer and/or venue meet & greet logistics.
5. Create and administer labor schedules (District will facilitate the employment of all crew members).
6. Arrange passes for artists, touring crew and artist guests to be provided by OCFEC Safety and Security Staff as guests arrive.
7. Work with OCFEC Entertainment Director and the Pacific Amphitheatre Security Manager to develop a list of non-Artist personnel who require backstage access.
8. Ensure artist adherence to the Pacific Amphitheatre House Rider, particularly when it comes to expenses or potential expenses associated with a performance.

G. On-Site Management

For all concerts before, during and after the 2018 OC Fair schedule the Contractor shall:

1. Provide clear interpretation of all contracts between the venue and artists so that each show can be produced in the most efficient and conscientious way possible.
2. Manage and oversee the IATSE Union labor calls with their various representatives.
3. Draw upon local Southern California production resources to sort and execute the details of each show and provide for extraordinary production needs, including staging, backline, supplemental lighting, etc.

EXHIBIT A – SCOPE OF WORK (CONT.)

4. Coordinate artist ticketing needs with District box office staff.
5. Provide full-service production and stage management. This should be accomplished by a Production Manager, Stage Manager and 1 – 2 Production Assistants.
6. Hold daily coordination meetings with artist's production team, the District's Pacific Amphitheatre Security Manager, the District's Sound Consultant, and all Pacific Amphitheater light, sound and video contractors.
7. Working with the District's Pacific Amphitheatre Entertainment Director and the District's Entertainment Marketing and Booking Specialist, settle shows based upon the contracts issued and the District's best interest.
8. Assist the District in monitoring expenses and the initiation of cost saving strategies.
9. Provide financial recap for each show's production costs.

H. Operations*

For all concerts before, during and after the 2018 OC Fair schedule the Contractor shall:

1. Help to establish, and rigidly enforce all health & safety requirements related to operational work and workers.
2. Provide all necessary equipment required to produce an operationally safe and highly professional performance event. This includes, but is not limited to decks, rigging package / motors, and LCD rental for VIP area. Rental cost for these items to be included in Contractor's cost on the Financial Proposal Bid Form.
3. Provide staff necessary to produce a safe and highly professional performance event.
4. Provide van(s) and fuel at no extra charge to the District.
5. Provide runner(s) at no additional charge to the District.

*Contractor is responsible for including the Operations costs in the Financial Proposal Bid Form.

I. Contract Terms and Conditions

These terms and conditions are in addition to those contained in the CCC-04/2017 Certification, GTC 04/2017 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

3. Vehicles, Equipment and Supplies

All vehicles and equipment shall be provided by the Contractor. Equipment will-be clearly marked in a professional manner with Contractor's company name and/or logo. Equipment must be maintained and cleaned in a like new condition at all times. Equipment shall be in proper operating condition with all guards in

EXHIBIT A – SCOPE OF WORK (CONT.)

place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on District property and adhere to the District's *Equipment Safety Policy* (See Part IX - Forms) and all applicable legislation at all times.

The use of cars, trucks and vans is prohibited on the fairgrounds one (1) hour before opening, during OC Fair hours and one (1) hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

5. Security

The security of the Contractor's sound equipment is the responsibility of the Contractor.

Contractor must secure all equipment to prevent theft. The District will provide security personnel to monitor the Pacific Amphitheater stages from 10:00 p.m. to 8:00 a.m. While the District provides specifically assigned security personnel time as an act of cooperation, the equipment is brought to the OC Fair at the risk of the Contractor. The District does not take responsibility for loss of equipment by theft, damage, vandalism, or act of nature.

Venue security is the responsibility of the District, The Contractor will fully support and cooperate with the District Safety and Security team. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

6. Weather Protection

Weather protection of the Contractor's equipment is the responsibility of the Contractor.

7. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

8. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

9. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

EXHIBIT A – SCOPE OF WORK (CONT.)

10. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

11. Uniforms and Badges

Contractor/Contractor employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractors/Contractor employees to wear, in a clearly visible location, badges, identification cards, and/or credentials while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned by Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District. Per attached procedures.

12. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

13. Equipment

Contractor will provide a complete list of on-site equipment to the District Entertainment Director for verification.

14. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

15. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

EXHIBIT A – SCOPE OF WORK (CONT.)

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

16. Subcontracting

Subcontracting of efforts involving labor and/or installation services is not allowed. Contractor may utilize additional suppliers to meet the District's equipment needs.

17. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

18. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations during the summer concert series.

19. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

20. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

21. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the Service Type rate as entered on the Financial Proposal Bid Form.

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

22. Megan's Law Screening

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the



EXHIBIT A – SCOPE OF WORK (CONT.)

required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part IX – Forms).

23. Right to Replace/Dismiss

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this RFP.

24. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

25. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.



EXHIBIT A – SCOPE OF WORK (CONT.)

26. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

27. Termination

The District reserves the right to terminate without cause 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. The District has the right to terminate any contract in its sole and absolute discretion.

28. Anticipated Contract Term

The term of the Production Services contract shall be from March 1, 2018 through December 31, 2019 with three (3) one (1)-year options to renew with the approval and acceptance of the 32nd District Agricultural Association. The agreement options are to be exercised independently and at the sole discretion of the District.

CONTRACTOR AGREES

1. To perform according to the Scope of Work and Contract Terms and Conditions contained herein at the rates specified in Exhibit F – Contracted Financial Proposal Bid Form.
2. The District’s Request for Proposal (RFP) for Pacific Amphitheatre Production Services, PS-12-18, dated February 2, 2018, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.
3. The Contractor’s proposal for Pacific Amphitheatre Production Services, PS-11-18, dated February 19, 2018, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.
4. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Further, these personnel shall be solely authorized to request changes, corrections and/or additions to the scheduled order.
2. To allow Contractor access to the District’s property as necessary.
3. To pay Contractor a total amount not to exceed EIGHT HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED DOLLARS (\$866,700.00), including option years, based upon the rates as shown in Contractor’s Financial Proposal.
4. Estimated price breakdown is as follows assumes the flat rate for the annual 23-day season and a possible eight (8) additional shows. Payment will be made based upon actual number or shows. The fee detail is included as Exhibit F – Contracted Financial Proposal Bid Form:

Pacific Amphitheatre Production Services	
03/01/18 – 12/31/19	\$335,000.00
01/01/20 – 12/31/20	\$174,100.00
01/01/21 – 12/31/21	\$174,100.00
01/01/22 – 12/31/22	\$183,500.00
ESTIMATED FIVE YEAR TOTAL	\$866,700.00



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-72

PAYMENT PROVISIONS:

To pay Contractor a total amount not to exceed EIGHT HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED DOLLARS (\$866,700.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall be submitted upon completion of services rendered to the District and shall contain the following, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number: 47901;
4. Itemization of costs with corresponding order number, specifications, dates of delivery/pick-up, and location for each piece of equipment ordered; and
5. Name of personnel with listing of actual date(s) worked, including shift start and end times.

Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM

All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the fee indicated on this Financial Proposal Bid Form.

2018/2019	Summer Concert Series	\$275,000.00	Per Show Fee	\$3,750.00
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Option Years:

2020	Summer Concert Series	\$142,500.00	Per Show Fee	\$3,950.00
2021	Summer Concert Series	\$142,500.00	Per Show Fee	\$3,950.00
2022	Summer Concert Series	\$149,500.00	Per Show Fee	\$4,250.00

Grand Total of Summer Concert Series (Including Option Years)	\$709,500.00
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-End Exhibit F-



EXHIBIT G – EQUIPMENT SAFETY POLICY

The Equipment Safety Policy is subject to change at any time. Upon notification, Contractor shall immediately adhere to subsequent amendment(s) of the Equipment Safety Policy.

Contractor shall abide by the speed limit signs posted on District property in the operation of all vehicles.

Operating Forklift

- Must wear hard hat ANSI class A
- Must wear seat belt
- No carrying passengers
- No objects shall hang off or carry from operator's location
- Must have proper passenger carriage when lifting person
- No standing / persons on forks while operating

Operating Man Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No lifting objects to stand up / move
- No overload basket

Operating Scissor Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No overloading basket
- Check overhead when lifting
- Approach uneven ground properly
- Always plug lift into electrical outlet after each use

Safety First – It Starts with You

-End Exhibit G-

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

Procedure: 0004

1. Each OCFEC contractor and its respective employees (collectively, “Contractor”) shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.
7. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

Procedure: 0005

1. Each OCFEC contractor and its respective employees (collectively, “Contractor”) must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.
11. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all visiting production management staff and their employees are properly wearing identification.

Procedure: 0006

1. In advance of any OCFEC show or concert, the visiting production company management must provide the OCFEC house production management with a complete list of all production company employees.
2. The OCFEC house production management team will provide the list of all production company employees to the OCFEC Pacific Amphitheatre back stage security manager, along with the corresponding number of single day passes/silks for that day.
3. The OCFEC security employees will verify the identification of all production company employees entering the OCFEC facility, check each production company employee of the pre-printed list of authorized personnel once that employee enters the facility, and provide that employee with a silk. OCFEC security employees will verify the identity and access authorization of each production company employee at the security checkpoint at the top of the Pacific Amphitheatre load in ramp. (see OCFEC Pacific Amphitheater Loading Ramp Access Procedure)
4. All visiting production team members must wear OCFEC approved and supplied identification on the upper left chest area, and the identification must be highly visible at all times. (typically single day pass/silk)
5. If an individual at the OCFEC security checkpoint are not on the approved list, OCFEC security will contact the visiting production manager. The visiting production manager must visually verify identification and entry authorization for the visiting production manager's employee before the OCFEC will grant that employee access, add that employee's name to the access list, or provide that employee with a single day pass/silk.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

6. Visiting production team members that do not wear identification as required in this policy will be asked to leave, or may be escorted from, the Pacific Amphitheatre.
7. If any visiting production company's employee violates OCFEC procedures, including this OCFEC Production Staff Identification Procedure, OCFEC management will ask the visiting production company's representative to permanently replace that employee.
8. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Production Staff Identification Procedure, may result in the cancellation of the contract between the OCFEC and the visiting production company.
9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Stage use by artists/band members.

PPE (Personal Protective Equipment): None.

Purpose: To ensure the safe use of the Pacific Amphitheatre Main Stage.

Procedure: 0007

1. The use of the main stage is restricted to artists and band members.
2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.
3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.
4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.
5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption is consistent with the OCFEC's Master Concessionaire's liquor license rules and regulations.

Procedure: 0008

1. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
2. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
3. Alcohol consumption in the Pacific Amphitheatre's back stage area will be restricted to the Green Room back of house area, as identified in the attached facility map.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

4. OCFAIR Security personnel will be appropriately posted to enforce the area procedure. "No Alcohol Beyond this Point" signs will be posted.
5. Artists and band members will be allowed to consume their own alcohol within the confines of their dressing room and the performance area.
6. This procedure will be added to all contracts as an attached addendum.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

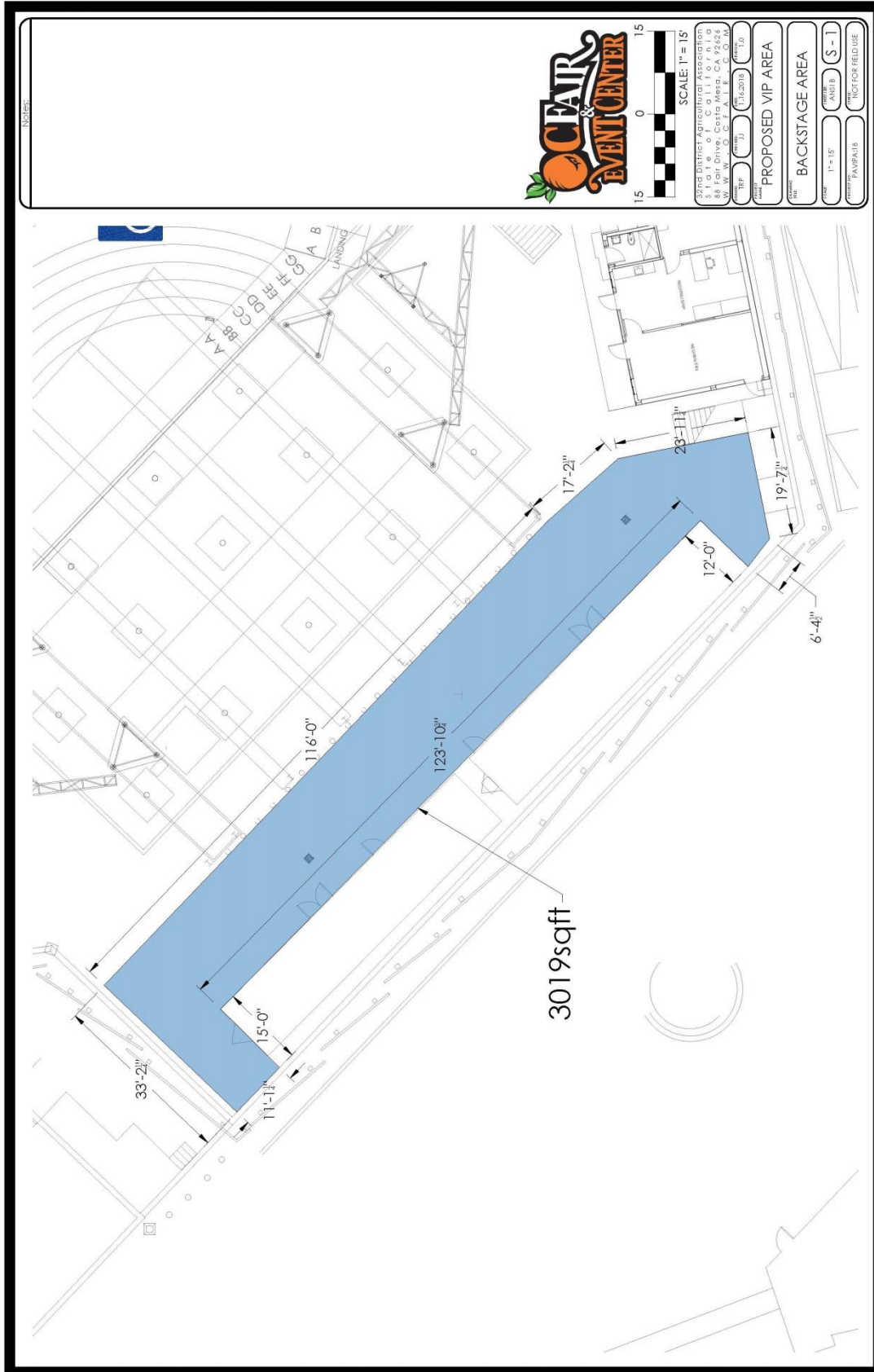
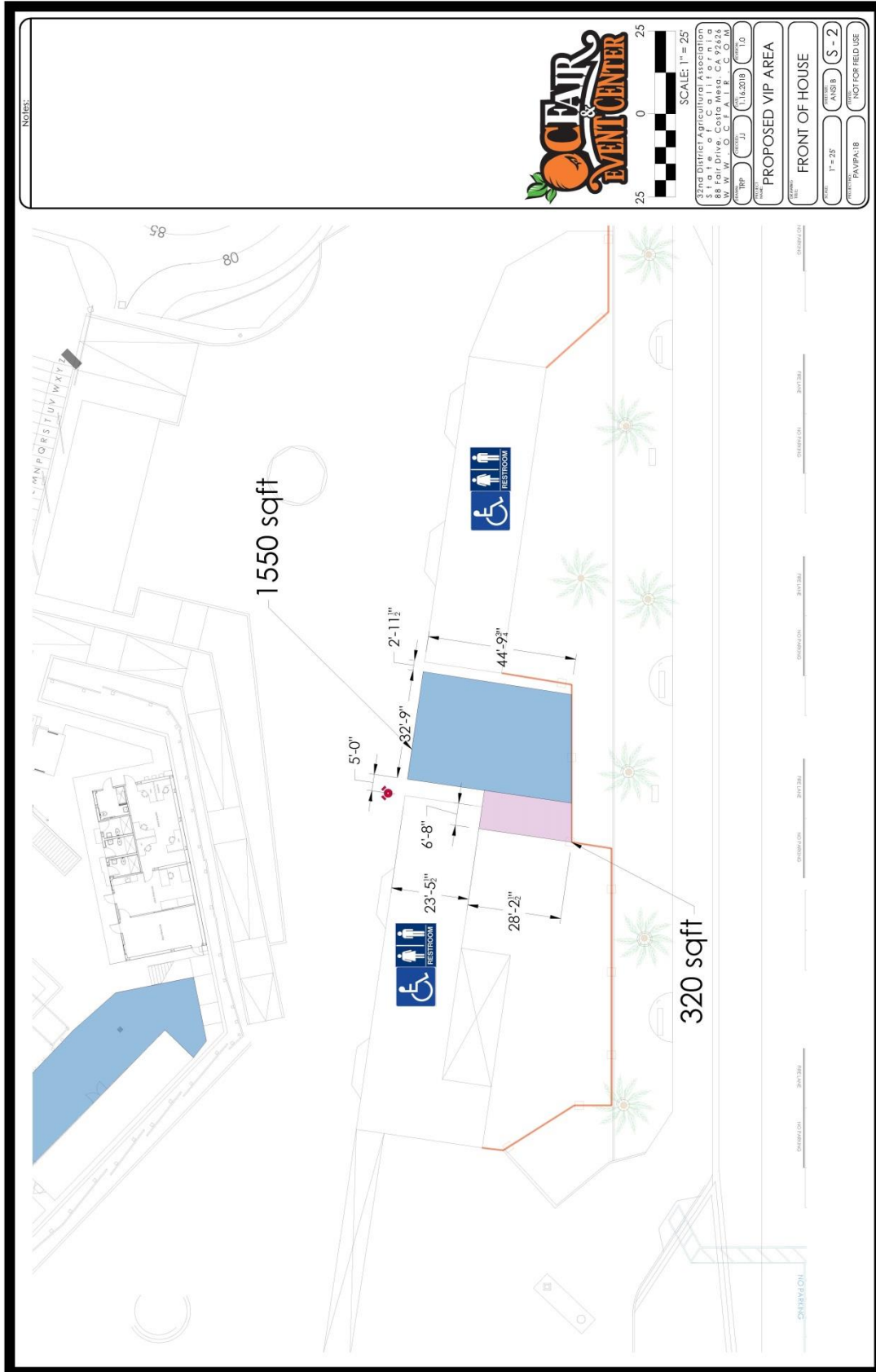


EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)



NOTES:

SCALE: 1" = 25'

32nd District Agricultural Association
 State of California
 9800 Wilshire Blvd., Suite 200
 Beverly Hills, CA 90212
 WWW.OCFAIR.COM

DATE: 01/16/2019
 DRAWN BY: JLB
 CHECKED BY: JLB

PROPOSED VIP AREA

FRONT OF HOUSE

DATE: 1" = 25'
 PANEL: S-2
 PARTIAL: PAVPA1/B
 NOT FOR FIELD USE

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

PROCEDURE FOR: The use of Pacific Amphitheatre VIP area and Meet & Greets.

PPE (Personal Protective Equipment): None.

Purpose: To ensure alcohol service and consumption remains in accordance with Master Concessionaire's liquor license rules and regulation.

Procedure: 0009

1. Access to this area is restricted to VIPs, a list will be provided by the visiting Production Manager to OCFEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)
2. OCFEC security will be posted at the entrance to the VIP area to verify customers' identification and check them off the list.
3. If customers checking in with security are not on the approved list OCFEC security will contact the visiting Production Manager who must physically come to the VIP area for the approval of a person being added to the list.
4. All alcohol service at the OCFEC must be through the OCFEC's Master Concessionaire at a cash or host bar, and staffed by trained OCFEC or Master Concessionaire employees.
5. Each individual that wants to purchase or consume alcohol in the Pacific Amphitheatre back stage area, including the hospitality room, must be wearing an OCFEC wristband. To obtain an OCFEC wristband, the individual must provide legal identification and verify that he or she is the legal drinking age (21 years or over). The individual must wear the OCFEC wristband on his or her right wrist. Artists and band members performing at the OCFEC that are over the legal drinking age (21 years or over) are not required to comply with the wrist band requirement under this policy.
 - Below are examples of Meet & Greets and VIP:
 - a) Small (10 – 30 people) - meet & greet with performer(s), performer guests and Fair guests. Usually involves a photo op and sometimes a corresponding signing. Venue guests will queue at a pre-designated spot and meet with the performer one-by-one. Performer guests are generally taken first and often from a different line. Alcohol is not served but guests may purchase alcohol in the concourse. Small meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - b) Medium (31 -49 people) - meet & greet with performer(s), performer guests and Fair guests. Some performers are more open to the M&G option and therefor more people could be in attendance. Same basic format as above. Alcohol is not served but guests may purchase alcohol in the concourse. Medium meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - c) Large (50 – 100 people) "VIP" Upsell meet & greet – fans can purchase the experience either through the performer site, or they can be built into the ticket price. Generally involved a line-up like above but with a lot more people. Experience may also include merchandise and/or a sound check option. Alcohol is not served but guests can purchase alcohol in the concourse. Large meet & greets can be in Orchestra pit/ramp area or other non-backstage area as appropriate or in VIP area.
 - d) Large (75 – 150 people) "VIP" meet & greet. This could be an upsell or just friends of the band. This is a gathering more than a funnel of people coming and going. There is typically alcohol involved and the duration is longer than a meet and greet. Depending on the nature of gathering, it could include merchandise or other benefits. These meet & greets will be in VIP area.
6. Meet and greets will be coordinated by the assigned OCFEC Event Coordinator, said coordinator will work with OCFEC Pac Amp security manager and staff. All guests will be on the lists provided.
7. All guests will be given a specific color meet and greet wristband, sticker or other distinguishable identification.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

8. The event coordinator will ensure the guests are escorted in and out.
9. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Pre-Event Security Operations Meeting.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all Pacific Amphitheatre operational staff members receive current and relevant information prior to any concert, scheduled meet & greet, party or other event or happening in the Pacific Amphitheatre.

Procedure: 0010

1. At start of swing shift, OCFEC Pacific Amphitheatre Venue Security Manager and the OCFEC Pacific Amphitheatre Security/Usher Supervisor will meet in person with OCFEC Security Operations Commander and on-site Sheriff's Command staff personnel to be briefed on the upcoming concert, party or other event. This meeting will include a review of all information received to date related to the upcoming concert, party or other event.
2. The OCFEC Venue Security Manager, Security Usher Supervisor and Security Operations Commander will determine whether additional OCFEC personnel is needed at the Pacific Amphitheatre and if so, will develop and coordinate the deployment of additional OCFEC personnel.
3. The Pacific Amphitheatre Venue Security Manager and Security/Usher Supervisor will coordinate and participate in a pre-event meeting on a daily basis, which will pre-event meeting will include all *Stage, Performance, Production, Security and other miscellaneous personnel* as needed. The pre-event meeting will provide a daily information sharing platform for all security/law enforcement operational aspects of each concert, party or other event scheduled at the Pacific Amphitheatre.
4. The OCFEC Venue Security Manager and/or Security/Usher Supervisor shall keep OCFEC Security Director apprised of any time sensitive information or special circumstances.
5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

PPE (Personal Protective Equipment): None

Purpose: To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3rd Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0011

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.
2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.
3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.
5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log.
**Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*
6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.
7. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre use Security Procedures

PPE (Personal Protective Equipment): None

Purpose: To ensure that all necessary steps have been taken prior to, during and after use of the Pacific Amphitheatre venue.

Procedure: 0012

1. Before every event at the Pacific Amphitheatre, the OCFEC Security Director, Law Enforcement officials and any contract security personnel shall meet to develop a plan to implement preventative measures, reactionary measures and personnel deployments relative to the characteristics of the upcoming show, concert or event. **Security/Law Enforcement/Emergency Medical personnel staffing levels will be determined by the OCFEC Security Director and or the appropriate Orange County Sheriff's Department personnel.*
2. OCFEC security staff shall meet with OCFEC Entertainment, Event, Production or other personnel as needed to disseminate non-sensitive aspects of the Security/Law Enforcement plan and to gather any additional relevant or up-to-date information.
3. For year-round or annual OC Fair Pacific Amphitheatre use, OCFEC security staff will be assigned to regulate access to the Pacific Amphitheatre at least 48 hours prior to the event start time and shall remain on duty 24 hours per day until the end of the event or as needed.
4. Once OCFEC security personnel are present (*48 hours prior to event until event end*), all persons that want to access the Pacific Amphitheatre must present the appropriate credential, identification card or pass to OCFEC security staff for inspection and must successfully pass through a security screening checkpoint, which may include but not be limited to bag inspections, item inspections and magnetic security screening. **See Pacific Amphitheatre Photo Identification and OCFEC Pacific Amphitheatre Loading Ramp Access procedures for entry requirements.*
5. An OCFEC Security/Usher pre-shift briefing must take place at least one hour before the Pacific Amphitheatre is open to the public. Personnel at the meeting will be briefed on any pertinent information and will receive assignments and any other emergency, event time-line or procedural information.
6. OCFEC security staff must remain present after the conclusion of each show, concert or event held in the Pacific Amphitheatre to assure that no alcohol leaves the premises and that all guests have safely departed before securing the exit gates. *Throughout the annual OC Fair, guests in possession of alcohol will be permitted to exit through the Plaza Pacifica Lobby Exit.*
7. OCFEC overnight staff may be required to remain after the conclusion of the show, concert or event to ensure the protection of any equipment and to regulate access to the area as needed.

EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

8. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Interior Back Stage Access Point (*Elevator, VIP Chain, “Blue Door”*)

PPE (Personal Protective Equipment): None

Purpose: To ensure that all individuals accessing the Pacific Amphitheatre Back Stage area(s) via the Elevator, Stage-Right VIP Chain or “Blue Door” located at the top of the Back Stage staircase are in possession of the appropriate credential, pass or identification card required for entry.

Procedure: 0013

1. Upon arrival at the Pacific Amphitheatre Back Stage area via the Elevator, VIP Chain or “Blue Door”, all individuals must have possession of, or must be wearing, an appropriate credential, pass or identification card for OCFEC Security staff inspection. If an individual does not have possession of, or is not wearing, an appropriate credential, pass or identification card, that individual will be denied access.
2. Pacific Amphitheater Elevator, VIP Chain or “Blue Door” security staff will coordinate with the Pacific Amphitheatre Loading Ramp Security staff to assist individuals without the appropriate credential, pass or identification card that claim to have pre-approved access to the Pacific Amphitheater Back Stage area. See *OCFEC Pacific Amphitheater Loading Ramp Access Procedure for more information.*
3. To access the Pacific Amphitheatre Back Stage area, each individual must present an acceptable credential, pass or identification card for verification. Credentials, identification cards or adhesive “silk” passes are valid for one individual only and do not grant that individual the ability to bring as guests into the Pacific Amphitheatre Back Stage area other individuals that are not in possession of their own required credentials, passes or identification cards.
4. *The exception to this procedure is the ADA access for our customers with disabilities to access our accessible seating in the Pit/Circle.*
5. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: Pacific Amphitheatre Annual OC Fair Security/Usher Training

PPE (Personal Protective Equipment): None

Purpose: To ensure that all Pacific Amphitheatre Security and Usher staff members are provided the necessary information, training and equipment required to perform assigned tasks.

Procedure: 0014

1. All personnel hired to work in the Pacific Amphitheatre in a Security or Usher position must attend a mandatory OC Fair general employee orientation before taking part in any department or task specific training. This training includes employment basics such as: *how to clock-in and clock-out, where to park vehicles, grooming and uniform standards, workplace harassment training, heat illness prevention* and other topics that apply to most OCFEC seasonal employees. These training sessions typically occur in mid-June each year.
2. Upon completion of the general staff orientation mentioned above, all Pacific Amphitheatre Security and Usher personnel, including Supervisors, Leads and Staff members are required to attend a two-part department specific orientation for further education and training. These training sessions typically occur in early July each year.
 - Part one of the training will include department or venue specific topics such as: *assignments and post orders, venue geographical awareness, team compound location and associated rules, equipment check-out procedures, back-stage rules and regulations, venue policies regarding smoking, ejections, non-compliant or violent behavior, ticketing/seat issues, restroom locations, 1st Aid location, how and who to call for help* and other pertinent topics.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

- Part two of the training will cover advanced emergency procedures such as: *Evacuation plan review, Evacuation plan walk-thru exercise including responsibilities of each staff member, Shelter-in-Place plan review, Emergency communication plan review and Active Shooter/Extreme Violence procedures.* The OCFEC Pacific Amphitheatre stage crew and production staff, Costa Mesa Fire personnel, CARE Ambulance personnel, OC Sheriff's Department personnel, and OCFEC non-security or usher staff will participate in Part 2 of the orientation.
- 3. OCFEC Alcohol Compliance team members assigned to the Pacific Amphitheatre must attend OCFEC Alcohol Compliance training in addition to the training(s) listed above. Alcohol Compliance team training covers topics such as: *Dealing with intoxicated persons, Expecting the unexpected, Signs of intoxication, Contact & approach, Suggested techniques, After action reporting, Arranging safe passage home, Alcohol sales locations* and other pertinent topics. These training sessions typically occur in early July each year.
- 4. All OCFEC Security and Usher staff members must attend the mandatory daily start-of-shift briefings to receive up-to-date information, daily assignments and any other pertinent or relevant information. During the daily briefings, Supervisors and Leads will continually educate and train Pacific Amphitheatre Security and Usher staff members to enhance daily performance. Areas of focus pertain to: Customer Service, Procedural re-education or reinforcement, Seating Issues, Time-line or procedural changes as well as other topics beneficial to the security and overall guest experience in the Pacific Amphitheatre.
- 5. This procedure will be added to all contracts as an attached addendum.

EXHIBIT H - ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

- 0004 Uniforms for Contractors and their Employees.
- 0005 OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.
- 0006 Visiting Production Management staff and their employees wearing identification in the Pacific Amphitheatre and back stage.
- 0007 Pacific Amphitheatre Stage use by artists/band members.
- 0008 Pacific Amphitheatre Back Stage Hospitality/Green Room Alcohol Consumption.
- 0009 The use of Pacific Amphitheatre VIP area and Meet & Greets.
- 0010 Pacific Amphitheatre Pre-Event Security Operations Meeting.
- 0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.
- 0012 Pacific Amphitheatre use Security Procedures
- 0013 Pacific Amphitheatre Interior Back Stage Access Point (Elevator, VIP Chain, "Blue Door")
- 0014 Pacific Amphitheatre Annual OC Fair Security/Usher Training

Date trained: _____ **Initial:** _____

I _____ have read, understand and will follow the above procedure(s).

Signature: _____

AGREEMENT NUMBER SA-065-18IO
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
IMAGINATION GALLERY, INC.

2. The term of this Agreement is: **04/11/18** through **04/16/18** **FED ID:**

3. The maximum amount of this Agreement is: **\$12,700.00 (\$11,900.00 EXHIBIT; \$800.00 ACCOMODATION BUY OUT)**

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

- | | |
|---|---------------|
| Exhibit A – Scope of Work – To provide the “Wild Science” exhibit at 2018 Imaginology, April 13-15.
See Page 2 for additional details. | Pages 1 – 3 |
| Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) | Page 4 |
| Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) | Pages 5 – 8 |
| Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) | Pages 9 – 12 |
| Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) | Pages 13 – 15 |


Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

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

CONTRACTOR

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

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




PRINTED NAME AND TITLE OF PERSON SIGNING
Pam Shultz, Vice President

ADDRESS
**1660 Seacoast Drive #D, Imperial Beach, CA 91932
 (619) 467-7980**

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, Vice President, Operations**

ADDRESS
88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

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

Imagination Gallery, Inc.
Name: Pam Shultz
Title: Vice President
Phone number: (619) 467-7980

CONTRACTOR AGREES:

- A. To provide the “Wild Science” exhibit from April 13 – April 15 for 2018 OC Fair Imaginology.
- B. Exhibit will include a minimum of twenty-three (23) hands-on and/or visually captivating displays.
- C. Display area is ten thousand (10,000) square feet.
- D. To set up the display on Wednesday, April 11, from 12:00 p.m. – 5:00 p.m.; Thursday, April 12, from 8:00 a.m. – 5:00 p.m., and/or Friday, April 13, from 6:30 a.m. - 8:00 a.m. Setup shall be completed by Friday, April 13, at 8:00 a.m.
- E. To remove the display no earlier than Sunday, April 15, after 5:00 p.m. Contractor must receive approval from the District prior to tearing down display. Tear down may also take place Monday, April 16, from 7:30 a.m. – 3:30 p.m.
- F. Vehicles will not be allowed to enter the event grounds after 8:00 a.m. on Friday, April 13, or after 9:00 a.m. on Saturday, April 14, and Sunday, April 15.
- G. Vehicles must be off grounds sixty (60) minutes prior to event opening and moved to the designated parking areas.
- H. To staff the display during the following hours:
 - Friday, April 13: 9:00 a.m. – 3:00 p.m.
 - Saturday, April 14: 10:00 a.m. – 5:00 p.m.
 - Sunday, April 15: 10:00 a.m. – 5:00 p.m.
- I. To maintain the display throughout 2017 OC Fair Imaginology. Maintenance to include materials and all necessary cleaning.
- J. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan’s Law screening, and each individual, as certified by the Contractor, is not a registered sex offender per the Megan’s Law registry.
- K. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To provide ten thousand (10,000) square feet of exhibit space. Location and exact dimensions to be determined by the District.
- B. To provide necessary décor and outside signage required for the exhibit.
- C. To provide access to electricity/power and water sources.
- D. To provide building security during off-hours of the event. The District is not responsible for lost and/or stolen items.
- E. To provide one (1) RV Space in the OC Fair & Event Center campground or other area, as determined necessary by the District.
- F. To pay Contractor for a total sum not to exceed TWELVE THOUSAND SEVEN HUNDRED DOLLARS (\$12,700.00), inclusive of EIGHT HUNDRED DOLLARS (\$800.00) accommodation buyout upon satisfactory completion of services herein required on Sunday, April 15, 2018.



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5780-41

PAYMENT PROVISIONS:

To pay Contractor for a total sum not to exceed TWELVE THOUSAND SEVEN HUNDRED DOLLARS (\$12,700.00), inclusive of EIGHT HUNDRED DOLLARS (\$800.00) accommodation buyout upon satisfactory completion of services herein required on Sunday, April 15, 2018.

Note: Even if Contractor completes all of the work in this Agreement to the satisfaction of the District by Sunday, April 15, 2018, District will not remit payment to the Contractor, unless and until District has received from Contractor a fully signed Agreement, including all documents required under the Agreement.

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



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

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

AGREEMENT NUMBER SA-066-18HL
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

RK DIVERSIFIED ENTERTAINMENT, INC.

2. The term of this Agreement is: **03/01/18** through **12/31/19** **FED ID:**
with three (3) one-year options to renew at the sole discretion of the District

3. The maximum amount of this Agreement is: **\$255,340.00**
Not to exceed \$633,225.00 with inclusion of option years

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

Exhibit A – Scope of Work – To provide lighting and staging equipment and production services at The Hangar Building and Action Sports Arena for the OC Fair & Event Center. See Page 2 for additional Scope of Work.	Pages 1 – 23
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 24
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 25 – 28
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 29 – 32
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 33 – 35
Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)	Pages 36 – 37
Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement)	Page 38
Exhibit H – OCFEC Procedures (Attached hereto as part of this agreement)	Pages 39 – 40

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

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

CONTRACTOR

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

RK DIVERSIFIED ENTERTAINMENT, INC.

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

TALENT AGENCY I.D. #

Raymond L. Woodbury, President

ADDRESS

**112 North Harvard Avenue, PMB 244, Claremont, CA 91711
 (909) 579-0511**

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, Vice President, Operations**

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT REPRESENTATIVES:

32nd District Agriculture Association
Name: Dan Gaines
Title: Entertainment Director
Phone number: (714) 708-1924

RK Diversified Entertainment, Inc.
Name: Raymond Woodbury
Title: President
Phone number: (909) 579-0511

A. PURPOSE AND BACKGROUND

The 32nd District Agricultural Association (“District”) is seeking a highly qualified, professional lighting and staging company to provide equipment and services for The Hangar Building and Action Sports Arena at the OC Fair & Event Center. The District is a California State agency, operating under the purview of the Division of Fairs and Expositions of the California Department of Food and Agriculture, and is governed by a nine-member Board of Directors appointed by the Governor of California.

The OC Fair & Event Center is a 150-acre event venue located in Costa Mesa, California. The site hosts over 150 events each year, which attracts 4.3 million visitors annually, and is home to the OC Fair, Centennial Farm, Pacific Amphitheatre, Heroes Hall and Imaginology.

The OC Fair is the second largest fair in the state of California and the eighth largest fair in the United States. The OC Fair currently operates for twenty-three (23) days in July and August, Wednesday through Sunday and is closed to the public on Monday and Tuesday. The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations.

The Hangar Building and Action Sports Arena are part of the larger OC Fair and comprise an “event within the event” orientation. While entertainment is a highlight of the OC Fair, it is one component of robust programming in agriculture, attractions, amusement, food and beverage, and exhibits which comprise the total OC Fair experience.

Contractor’s services shall include providing rental lighting and staging equipment, personnel and services in support of performances and events at The Hangar Building and Action Sports Arena during the annual OC Fair as indicated below.

B. MINIMUM QUALIFICATION REQUIREMENTS

1. Contractor and/or Contractor Personnel shall have demonstrated understanding of design criteria, technical requirements, and ability to adhere to the overall intent of the specified system design.
2. Contractor and/or Contractor Personnel shall have demonstrated technical ability to design, install, operate, and remove multiple lighting and staging systems.
3. Contractor and/or Contractor Personnel shall have demonstrated experience in the design, setup, oversight and teardown of “action” events, including, but not limited to, boxing/wrestling, BMX/skateboarding, demolition derby, motorcycle racing and jumping, and rodeo activities.
4. Contractor and/or Contractor Personnel shall have documented evidence of five (5) years of relevant experience providing similar equipment and services, including production supervision, design, installation, monitoring and utilization, for at least three (3) venues equivalent to the OC Fair & Event Center meeting the following requirements:
 - a. A minimum of five (5) or more consecutive days of performances in multiple locations in a fixed, non-touring application;
 - b. Venues serviced by Contractor had a minimum 250,000 or more in event-wide attendance;
 - c. Venues serviced by Contractor shall include a minimum of one (1) large indoor stage and one (1) large outdoor stage, and shall be similar in complexity, size and configuration to those listed herein;

EXHIBIT A – SCOPE OF WORK (CONT.)

- d. Contractor was primary equipment provider; and
 - e. Contractor serviced a minimum of one (1) equivalent venue in 2016 and/or 2017
2. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

C. GENERAL REQUIREMENTS

- 1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
- 2. Contractor shall provide professional quality lighting and staging systems for The Hangar Building and Action Sports Arena. Quality and aesthetic of equipment are vital.
- 3. Contractor shall provide versatile personnel and equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of genres and themes such as rock and roll bands, community dance troupes, boxing/wrestling matches, demolition derby, rodeo activities, and motorcycle jumping/racing.
- 4. Contractor shall be responsible for multiple equipment setups and strikes, as required for both venues; setup and strike needs are dependent upon the event(s) taking place each day of performance.
- 5. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
- 6. Contractor is expected to be on site from the time the performance representatives and/or staff arrives on site through the completion of the performance load out.
- 7. Contracted personnel shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District staff, performance contractors and additional production contractors under the direction of the District's Entertainment staff and the District's Vice President of Operations to produce live events.
- 8. Contractor shall be responsible for maintaining lighting, staging and related equipment, which will remain in place from the first day of installation through the end of the last performance.
- 9. Contractor shall be required to set up at The Hangar Building and Action Sports Arena, as specified by the District, according to the performance schedule.
- 10. Contractor shall provide lighting and staging equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays.
- 11. Contractor will work closely with the District's Entertainment Department and other District Departments to provide an efficient and smooth operation.
- 12. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.

EXHIBIT A – SCOPE OF WORK (CONT.)

13. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph D.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
14. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
15. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this RFP shall be implemented.
16. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for the 2018 OC Fair, but are subject to final requirements and final approval by District Management.
17. Contractor must secure all lighting and staging equipment and systems in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Contractor must include in the cost estimate the cost of all weights, anchors or other items used to secure lighting and staging equipment and systems. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation.
18. The Equipment Lists have been included in Paragraph E for the purposes of illustrating the size and scope of the typical annual OC Fair. It in no way obligates the District to request or secure each or any item in the quantities listed. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment list and setup for the 2018 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on performance themes and number of performances. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Financial Proposal Bid Form.
19. A list of all on-site equipment must be provided for verification that such equipment exists.
20. The final layout of equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
21. The District may require items not described in this RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
22. Upon contract award, Contractor shall immediately begin an analysis and development of lighting and staging systems for the 2018 OC Fair and shall submit to the District for approval, a finalized design, implementation, equipment and operations plan (including backup plan) no later than the end of 2018 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.
23. Contractor shall present, for District review and approval, a lighting and staging recommendation each year beginning in 2019, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the design, implementation, equipment and operations plan (including backup plan) for that year's annual OC Fair. At this time, Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.

EXHIBIT A – SCOPE OF WORK (CONT.)

24. As part of Paragraph 19 and 20 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.
25. Damages and Loss of Rental Items: Contractor must present evidence of damages caused by the District. Such evidence must be in a form of either photos taken on the District premises or document signed by a Field Representative. In the event of missing items, the rental cost should stop immediately upon notification to the Contractor by the District. The Contractor must provide proof of delivery before any compensation can be made. Compensation shall be based upon the condition of items and will be equal to or less than current industry value.
26. Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.
27. Contractor shall abide by all local, State and Federal laws and with all District policies and procedures (See attached for all applicable District policies and procedures.)

D. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraph E and may be modified by the District at any time.
4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall have been checked out and tested before being installed at the venue.
5. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
6. The systems must be weather protected and capable of operating over a wide range of temperatures.
7. If not otherwise available, Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
8. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.

EXHIBIT A – SCOPE OF WORK (CONT.)

9. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be ***immediately*** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure fully functioning and complete systems are maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
10. Contractor shall keep adequate equipment, components and personnel onsite in order to make any required repairs to the lighting and/or staging system.
11. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
12. Contractor shall provide and install all power distribution for the complete systems, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.
13. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.
14. Contractor shall supply all rigging, including motors and required lifts to support installation/removal of equipment.
15. All stages require ADA-compliant stairs, safety rails, and loading ramps as well as black skirting on ALL sides.
16. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the lighting and staging systems. Specific equipment is called out in this RFP as required for the overall functionality of the lighting and staging systems; however Contractor is responsible for ensuring a complete lighting and staging design package.
17. The equipment lists provided show the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations (unless otherwise specified) are acceptable with District approval and the intent should be a high-quality and cost-effective design.
18. All equipment shall be provided and installed in accordance with local, State and Federal safety standards and guidelines for safety.
19. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
20. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.
21. Contractor shall immediately notify District Management of any hazardous conditions.

E. VENUE DESCRIPTIONS, EQUIPMENT LISTS AND REQUIREMENTS

1. **The Hangar Building**
 - a. The Hangar Building is an indoor venue which seats approximately 1,430 people with additional standing room for 225 individuals. A plan view drawing of the Hangar Building has been provided as Attachment B (see Part VIII).
 - b. During the annual OC Fair, the venue typically operates from 10:00 a.m. to 11:00 p.m., Wednesday through Friday, and from 12:00 p.m. to 11:00 p.m., Saturday and Sunday.



EXHIBIT A – SCOPE OF WORK (CONT.)

c. Staging System and Equipment:

- i. Contractor shall provide staging equipment and personnel to set up the Hangar stage, which shall be kept in place for the duration of the OC Fair and removed after the last performance.
- ii. Contractor shall design a complete and fully functional safe stage system, capable of supporting the weight of a full band, monitors, etc., based on the basic information provided herein.
- iii. The Hangar Building Staging Equipment List is below:

THE HANGAR BUILDING STAGING EQUIPMENT LIST

(Deviations may be requested, with the exception of stage/platform systems.)

(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)

QTY	DESCRIPTION
1	<p>Stage System: 48’ wide X 24’ deep X 4’ high. The All Access Versa Stage is the required stage system. No deviations are acceptable unless approved by District. The Hangar Building is an indoor venue and will not require a roof cover.</p> <p>Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, except extreme upstage side.</p> <p>Adequate ADA-compliant access stairs (both sides), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.</p>
1	<p>FOH Platform System: 25’ wide X 15’ deep X 4’ high sound, lighting, video platform with railings, and stairs in the FOH area. The All Access Versa Stage is the required platform system. No deviations are acceptable.</p> <p>Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides.</p> <p>Adequate ADA-compliant access stairs (one set), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.</p>
2	80’ long X 35’ tall wall black pipe and drape masking systems to hang from Contractor-supplied ladder truss and motors on the rear Hangar wall from the Hangar ceiling grid, upstage, left and right of the video screen. Allow for load-in door ingress/egress.
2	80’ long X 20’ tall black pipe and drape masking systems to make a stage left/right mask for backstage pathway/areas
4	8’ X 8’ black rolling risers

d. Lighting System and Equipment:

- i. Contractor shall provide lighting equipment and personnel to support various community acts and presentations throughout the day, followed by a multimedia presentation and a mid-level headliner band performance at night. The nightly multimedia presentation consists of a pyrotechnic display with coordinated musical, lighting and video accompaniment. This show takes place inside The Hangar as well as outside The Hangar Building in the Main Mall area each night of the OC Fair.
- ii. A photo of installed lighting at The Hangar Building as well as additional information regarding the lighting plot equipment and load capacity specifications have been included as Attachment C, Attachment D, and Attachment E, respectively (see Part VIII).

EXHIBIT A – SCOPE OF WORK (CONT.)

- iii. Contractor shall design and provide a comprehensive show lighting system, based on the proposed minimum plot (see Attachment D) and equipment list (see below), to adequately cover the stage area in a typical pop or rock and roll lighting fashion.
- iv. Contractor shall provide dimmable back-stage lighting, general fill, stage left and right.
- v. Contractor shall provide a versatile general purpose lighting system, with both conventional and moving lights, capable of meeting the varied requirements of visiting performers, and which is adaptable to a wide variety of musical genres and lighting themes.
- vi. The lighting trusses shall fly from the Hangar ceiling grid (see Attachments D and E).
- vii. Documents (see Attachments D and E) are included to indicate typical loads and flying requirements for this venue. Not shown on the lighting plot, however, are the required upstage/downstage truss systems to fly the audio system, one (1) system stage left and one (1) system stage right. At minimum, Contractor shall supply a 10' truss each side, with motors, etc., capable of supporting a minimum of 3,500 pounds each side. Each truss section will include a minimum of three (3) 1-ton motors on each side. (see The Hangar Building Lighting Equipment List below).
- viii. Contractor shall provide motors for all points, rated based on Contractor's maximum expected load. Contractor shall supply all required rigging to hang Contractor's trusses, including steel safety(s), burlap to wrap venue beams, etc.
- ix. Bidder/Contractor shall submit a load plot based on the District's load capacity documents (see Attachment E). Drawings must be approved by a state of California certified structural engineer and stamped by same. See Part VII, Paragraph C for additional proposal submittal information.
- x. The control cable from dimmer world to FOH is approximately 250' long. Contractor shall supply all means of safely and properly running all cables, including protection in audience areas to prevent tripping/falling over cables.
- xi. Contractor's cables from each lighting truss to dimmer world will come off the truss at a single, main point, and be bundled, upstage left, to be out of audience direct line of sight and to ensure a clean system look and hang.
- xii. Contractor shall be aware that there is a large video screen at the rear of the Hangar (rear of stage, upstage) that must be clear of all obstruction and free of any stage lighting, reflections from trussing, and shadows from truss and lights. The screen size is approximately 23' high X 40' wide. See Attachment C for a photo of installed lighting and video screen.
- xiii. Power is upstage left, dimmer world is stage left.
- xiv. FOH is located house right, right side of hangar building, by large Hangar doors, inside venue. These doors remain open during all performances.



EXHIBIT A – SCOPE OF WORK (CONT.)

xv. The Hangar Building Lighting Equipment List is below:

THE HANGAR BUILDING LIGHTING EQUIPMENT LIST

(Deviations may be requested.)

(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)

QTY	DESCRIPTION
10	Chauvet Q-Spot 560
24	GLP VolksLicht Z (Zoom) RGB
7	ETC Source Four Leko
5	ETC Source 4 575 Watt Par lamp on a six-bar
2	Mole 2,600 Watt Molefay, 4 light
1	Lycian Super Arc, standard throw follow spot or equivalent, assume a 150' throw
1	ETC 72-way Sensor rack dimmer system
1	Power distribution system
10+	1-ton Chain motors, as called for in Contractor's design. Minimum quantity shall be 10 motors, and all associated controllers, cables, etc.
1	Avolites Pearl console, or operationally and technically equivalent console capable of controlling both fixed and moving lights
1	Clear-Com intercom package, including one (1) master station, six (6) belt packs, all associated cabling. Master to be located at FOH, belt packs for dimmer world, video control, sound control, spotlight, FOH camera
1	Control cable from dimmer world to FOH (length should be approximately 250')
16	20" X 5' truss sections (quantity and type to change based on Contractor's specific design)
2	10' truss sections for audio, including six (6) 1-ton motors, all cabling, safety(s), etc. for hanging speaker systems
-	All required rigging to hang trusses, including steel safety(s), burlap to wrap venue beams, etc.
-	All cabling to make Contractor's design fully functional and complete
-	All means of safely and properly running all cables, including protection in audience areas to prevent tripping/falling over cables
-	All materials and equipment necessary for backstage/side stage safety/work dimmable lighting system to adequately cover all back stage areas
-	All non-RGB fixtures to include a wide selection of color gel, gel frames, etc., plus two (2) additional as spares/contingency

EXHIBIT A – SCOPE OF WORK (CONT.)

2. The Hangar Building/Main Mall Show

- a. The Main Mall is an open space corridor that functions as a main arterial route connecting various converging locations of the OC Fair & Event Center property.
- b. The Hangar Building entrance is located at the north end of Main Mall. Contractor may refer to Part VIII, Attachment A, for an area map.
- c. Between the daytime and nighttime Hangar stage performances, a nightly multimedia presentation consisting of a pyrotechnic display with coordinated musical, lighting and video accompaniment takes place. This show occurs inside The Hangar as well as outside The Hangar Building in the Main Mall area each night of the OC Fair.
- d. Contractor shall provide lighting equipment and services to produce the light show portion of the evening multimedia presentation.
- e. Contractor shall provide lighting on the exterior and interior of The Hangar Building to highlight, add color and increase patron experience.
- f. This lighting will need to be synchronized to an audio track (supplied by the District) via Nickolaudie or equivalent light show programming system. Contractor to design light show in cooperation with the District.
- g. Lights will attach to exterior steel beam structure, existing nearby light towers, and existing trellis structures that are adjacent to The Hangar Building.
- h. Trussing with lighting is also required inside The Hangar Building to connect the seated patrons with the light show experience taking place outside above The Hangar Building/Main Mall area.



EXHIBIT A – SCOPE OF WORK (CONT.)

i. The Hangar Building/Main Mall Show Lighting Equipment List is below:

THE HANGAR BUILDING/MAIN MALL SHOW EQUIPMENT LIST

(Deviations may be requested.)

(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)

QTY	DESCRIPTION
1	Martin M1 Console or better
8	Martin Mac 500 Profiles moving light fixtures or better
6	Q-Wash 560 Zoom moving light fixtures or better
10	Chauvet Rogue moving light fixtures or better
42	Color bandPix LED Strips
14	Colorado Tour 2 LED par fixtures(10) Slim Par Pro LED par fixtures or better
1	90' of 20.5" box truss
4	CM 1-ton hoists w/associated rigging hardware
1	Nicklaudie or equivalent light show programming system
6	Wireless controllers for complete system
-	(All) distro and cabling, feeder, socapex, data, motor cable, and other equipment necessary for a fully functioning system.

3. Action Sports Arena

- a. The Action Sports Arena is an outdoor venue, with seating for approximately 5,700 people and additional standing room for 500 individuals.
- b. During the annual OC Fair, the venue typically operates from 10:00 a.m. to 11:00 p.m., Wednesday through Friday, and from 12:00 p.m. to 11:00 p.m., Saturday and Sunday.
- c. Contractor shall provide lighting and staging equipment and personnel to support performances and events such as X-Treme Freestyle Moto-X, Speedway Motorcycle races, Demolition Derby, Summer Fist Mixed Martial Arts, and Rodeo activities.
- d. Staging System and Equipment:
 - i. Contractor shall provide announcer platforms (including Demolition Derby platform to be set up on inclined bleacher seats and/or stairway), and provide enough flexibility to allow different configurations as the needs arise, based on the multiple event types.



EXHIBIT A – SCOPE OF WORK (CONT.)

ii. The Action Sports Arena Staging Equipment List is below:

ACTION SPORTS ARENA STAGING EQUIPMENT LIST

(Deviations may be requested, with the exception of staging system.)

(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)

QTY	DESCRIPTION
1	Announcer platform system kit capable of the following minimum configurations: <ul style="list-style-type: none"> • 20' x 8' x 4' high • 20' x 8' x 4' high to be set on bleacher incline. Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, for multiple configurations.
1	Fight Ring Package: Examine the two (2) fight ring photographs (see Part VIII, Attachment F) and provide equipment to replicate all except the actual fight ring (sitting on Contractor's stage deck). This is to include the staging, truss uprights (20') and the box truss assembly for lighting and sound.
4	8' X 8' black rolling risers
1	Complete black, steel barricade safety system, at a length of 80'

e. Lighting System and Equipment:

i. Contractor shall provide a comprehensive professional show lighting system based upon the minimum equipment list below and which will support the variety of events and performances at the Action Sports Arena.

ii. The Action Sports Arena Lighting Equipment List is below:



EXHIBIT A – SCOPE OF WORK (CONT.)

ACTION SPORTS ARENA LIGHTING EQUIPMENT LIST

(Deviations may be requested.)

(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)

QTY	DESCRIPTION
8	Lighting Towers (see BMX photograph, above), consisting of Tomcat (or equivalent) 30" X 20.5" truss ground supported, 25' tall assembly, with safety's, ballast as required.
8	Light Towers Light Package (Option 1): One (1) light package for each of the above eight (8) lighting towers, to consist of: <ul style="list-style-type: none"> • Eighteen (18) ETC Source Four lights • Assortment of gel and gel frames, including spare lamps/bulbs Light Towers Light Package (Option 2): Provide a cost-effective, separately priced alternative long throw, PAR-based system.
-	Power, dimming, cabling, as required for above light package. Contractor to provide cabling to allow the light towers to be placed around the periphery of the Action Sports Arena. Tower locations may change depending on type of show. Assume maximum distance from tower to tower to be 150', and max distance from Contractor's dimmer or distro system to be 200'.
1	General lighting package to facilitate the possible variety of stage configurations which shall consist o the following components, at a minimum:
1	100' of 20.5" Box Truss
120	Par 64 Fixtures
12	Source 4 Lekos
8	Source 4 Pars for floor lighting
2	4-Light Molefays
32	Chauvet COLORado 2 LED lights
2	Follow Spots
1	72-Channel Dimming system
1	FOH Console for control
6	1-Ton motors and control
1	Clear Com system for FOH, dimmers and spotlights
1	Package of assorted gel, gel frames
-	All necessary rigging for set up, operation, and tear down of system
-	All necessary cabling & power distribution
-	All necessary safety rope, ladders, harnesses, etc.

EXHIBIT A – SCOPE OF WORK (CONT.)

F. PERSONNEL SERVICES AND REQUIREMENTS

1. General Requirements

- a. Advance performance events with performance contractors in order to provide fulfillment of contract regarding gear and performance of crew with contracted vendors within the Action Sports Arena and The Hangar.
- b. Evaluate any special needs by performance needs regarding dressing rooms, catering, parking, equipment, etc.
- c. Arrange access passes for performers, touring crew and performer guests per attached procedures.
- d. Work with District Entertainment Team to develop a list on non-performer personnel who require backstage/pit access per attached procedures.

Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all staging and lighting systems. These technicians must also be available at all times for technical, operational assistance. Contractor shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.

- e. Contractor shall provide qualified production supervision to oversee the operational aspects of The Hangar and Action Sports Arena venues during the annual OC Fair. Contractor shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
- f. Contractor shall attend pre-production meetings as required, with District Management prior to the commencement of the annual OC Fair.
- g. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- h. Labor shall include all delivery, installation, operation, maintenance, security, teardown and removal services necessary to support each performance each day of the 23 current days of the annual OC Fair.
- i. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all delivery, installation and removal requirements. Contractor services performed outside of “regular” business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
- j. Technicians and Production Supervisor(s) must be present for the initial equipment setup, all twenty-three (23) days of the Fair and the final equipment strike. Technicians and Production Supervisor(s) must be present each day when the performers arrive and will remain onsite through the strike of each day or night event. The Action Sports Arena frequently requires event set-up and strike on Sunday evenings, Mondays and Tuesdays. The Hangar Building set-up and strike typically take place on the performance day.
- k. The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.
- l. The District will provide a list of personnel who are authorized to request service and/or provide instructions to the Contractor. Contractor shall not accept instructions from, or convey information to, anyone not listed.

2. Setup and Teardown Requirements

- a. Help establish and rigidly enforce all health & safety requirements related to operational work and workers. Provide all necessary equipment needed to produce an operationally safe and highly professional performance event. This includes, but is not limited to, decks, rigging package/motors, fall protection, etc.



EXHIBIT A – SCOPE OF WORK (CONT.)

- b. Typically, installation and teardown will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. Contractor must supply personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.
- c. Contractor shall be required to provide equipment and services for the annual OC Fair each July and August. Setup generally begins one (1) week prior to the event and the systems should be loaded in, set up and checked out to the mutual satisfaction of the Contractor and District Management two (2) days prior to opening day of the Fair.
- d. For 2018, it is anticipated Contractor will begin setup on Friday, July 6, 2018, and shall have all equipment set up and operational by 5:00 p.m. on Wednesday, July 11, 2018. Exact dates for 2018 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.
- e. Teardown begins the day after the last performance. Contractor is allowed up to five (5) days for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.
- f. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
- g. Equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo and meets the requirements detailed in this RFP as well as the design plan for that OC Fair run. Photos provided by Contractor in response to this RFP shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph D.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- h. Contractor shall maintain a load-in/load-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.

3. Show/Rehearsal Crew Requirements

- a. Contractor shall provide a minimum of two (2) teams consisting of (1) FOH Engineer/Operator and one (1) Dimmer World Monitor/System Technician; one (1) team will support The Hangar Building and one (1) team will support the Action Sports Arena.
- b. Contractor shall also provide a minimum of one (1) full-time Production Supervisor who will oversee the operational aspects of The Hangar and Action Sports Arena venues during the annual OC Fair. Production Supervisor must have at least five (5) years' of live entertainment production experience in a lead producer or project manager role with experience in a variety of entertainment formats including live concerts, motorized sporting events, rodeos, etc. Production Supervisor's duties shall include, but not be limited to the following:
 - i. Oversee stage, sound and lighting crews in the execution of events and performances in The Hangar and Action Sports Arena.

EXHIBIT A – SCOPE OF WORK (CONT.)

- ii. Onsite liaison with artist management during equipment set-up, operation and performances, and equipment strike. Equipment set-up and strike for the Action Sports Arena frequently take place on Sunday evenings, Mondays and Tuesdays. Equipment set-up and strike for The Hangar Building typically take place on the performance day.
 - iii. Coordinate the technical advance and hospitality details for all shows and events.
 - iv. Oversee the work required to prepare the Action Sports Arena dirt infield for motorized, rodeo and other arena events.
 - v. Ensure safe and consistent operation of all equipment.
 - vi. Oversee maintenance of audio, lighting, backline, and video systems.
- c. The District will provide one (1) Production Supervisor Assistant to support the Production Supervisor in the fulfillment of the Hangar and Action Sports Arena venue services outlined in Paragraph 3.b. above.
- d. Contractor shall supply personnel to operate and maintain lighting and staging systems during all operational hours of the annual OC Fair. Contractor's personnel are to be onsite and ready to work at least one (1) hour prior to OC Fair opening. A typical workday begins at 9:00 a.m. and ends at midnight. Operators shall arrive one (1) hour prior to OC Fair opening each day. Operations cease at approximately 11:00 p.m. each performance night.
- e. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
- f. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.
- g. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, provide security for equipment and tear down equipment.
- h. Contractor's personnel shall adapt and be flexible to reasonable requests regarding lighting and staging system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.
- i. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's systems are supplemented for a performance. Technicians will be required to assist whenever the visiting performer's production services are used. Contractor agrees that no additional charges will be assessed against the District for installation, maintenance, or teardown of visiting production equipment.
- j. Contractor shall be prepared to operate the lighting/staging system in cases where the performer does not bring its own lighting/staging personnel. Contractor agrees that no additional charges will be assessed against the District for these services.

G. DEFINITIONS AND BIDDING REQUIREMENTS

The above equipment lists identify the items most commonly utilized by the District. The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair. Contractor is responsible for a cost-effective and comprehensive design. These equipment lists are included to outline the scope of requirements as substantiated by the variety of past performances (see Paragraph E above). Contractor shall use the estimated equipment lists as a basis that can easily change each performance night. Based upon Contractor's experience and the information contained herein, Contractor shall supply a design plan and provide equipment and services appropriate for venues of this scope.



EXHIBIT A – SCOPE OF WORK (CONT.)

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The District will allow deviations from the listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional package/system is provided.

Approval will be required from the District for any changes to the District's equipment list contained in this RFP (deviations of staging systems are not permitted under any circumstance). If Contractor wishes to propose alternate equipment as a substitution to equipment on the District provided equipment list, confirmation of acceptance or denial of such equipment may be obtained during the RFP process by submitting a question per the requirements detailed in Part II, Paragraph E.

After contract award, if the Contractor wishes to propose alternate equipment as a substitution to equipment on the District provided equipment list, approval must be requested in writing as part of Contractor's annual Design Proposal per Part IV, Paragraph C.20.

All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in this RFP, as applicable, must be included in the labor/equipment pricing submitted in Contractor's Financial Proposal Bid Form. Contractor's services include any labor or materials not mentioned, but required to make the installation and removal whole, complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations. Requirements including, but not limited to, California State approved fire extinguishers, all anchoring mechanisms, equipment safety lines, or any other items necessary to secure equipment to prevent tipping or collapse, must be included in the cost of the equipment. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable.

The contracted OC Fair Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown.

Bid – Equipment: Contractor shall provide an OC Fair package price on the Financial Bid Form for the above anticipated equipment list for the full 23-day run of the annual OC Fair for each of the venues listed below:

- The Hangar Building
 - Staging
 - Lighting
- The Hangar Building/Main Mall Show
 - Lighting
- Action Sports Arena
 - Staging
 - Lighting

Contractor is responsible to ensure complete and fully functional lighting and staging packages/systems is provided and shall ensure all appropriate and necessary costs have been considered and incorporated into the fixed pricing. This shall include, but not be limited to, items such as:

- All conventional lighting fixtures are to be complete with gel frames, gel, and safety(s).
- Inclusion of a wide variety of gel to use for creating unique themes and looks.
- All cables, connectors, feeders, etc. for power distribution.
- Rigging, motors, and lifts.

EXHIBIT A – SCOPE OF WORK (CONT.)

- Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
- ADA-compliant stairs, safety rails, and loading ramps as well as black skirting for all stages.
- Spare parts, fixtures, and bulbs/lamps.

Bid - Labor: Contractor shall provide a flat “Hangar Personnel” (inclusive of all Hangar Building & Main Mall Show elements) as well as an “Action Sports Arena Personnel” package price for all personnel (excluding Production Supervisor) required to set-up, rig, operate, maintain and strike all staging and lighting systems for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair on the Financial Bid Form.

Contractor shall provide a separate flat “Production Supervisor” package price for all personnel required to provide production supervision services for The Hangar and Action Sports Arena venues based upon the scope of work contained herein for the entire run of the annual OC Fair.

H. CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-04/2017 Certification, GTC 04/2017 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part IX - Forms).

1. Authorized Representative

Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor’s authorized representative.

2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour “On Call” phone number for emergencies.

3. Vehicles, Equipment and Supplies

All vehicles and equipment shall be provided by the Contractor. Equipment will be clearly marked in a professional manner with Contractor’s company name and/or logo. Equipment must be maintained and cleaned in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on District property and adhere to the District’s *Equipment Safety Policy* (See Part IX - Forms) and all applicable legislation at all times.

Contractor is to provide vehicles necessary to transport equipment. The District will provide limited parking for trucks upon request on an as-available basis.

The use of cars, trucks and vans is prohibited on the fairgrounds one (1) hour before opening, during OC Fair hours and one (1) hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver’s license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

EXHIBIT A – SCOPE OF WORK (CONT.)

5. Security

The security of the Contractor equipment is the responsibility of the Contractor.

Contractor must secure all equipment to prevent theft. The District will provide security personnel to monitor the stages from 10:00 p.m. to 8:00 a.m.

While the District provides specifically assigned security personnel time as an act of cooperation, the equipment is brought to the OC Fair at the risk of the Contractor. The District does not take responsibility for loss of equipment for any reason, including, but not limited to, by theft, damage, vandalism, or act of nature.

Venue security is the responsibility of District. The Contractor will fully support and cooperate with the District Safety and Security team. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District

6. Weather Protection

Weather protection is the responsibility of the Contractor.

7. Licenses, Permits and Certifications

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date.

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

8. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

9. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

10. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

11. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned on Friday following the

EXHIBIT A – SCOPE OF WORK (CONT.)

end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

12. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

13. Potential Subcontractors/Independent Contractors

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

14. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

15. Subcontracting

Subcontracting of efforts involving labor and/or installation services is not allowed. Contractor may utilize additional suppliers to meet the District's equipment needs.

16. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

17. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

18. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided as well as the labor required to fulfill these services.

EXHIBIT A – SCOPE OF WORK (CONT.)

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

19. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

20. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form. The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

21. Megan's Law Screening

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part IX – Forms).

22. Right to Replace/Dismiss

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this RFP.

EXHIBIT A – SCOPE OF WORK (CONT.)

23. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

24. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

25. Non-Exclusive Agreement

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

26. Termination

The District reserves the right to terminate without cause 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. The District has the right to terminate any contract in its sole and absolute discretion.

27. Anticipated Contract Term

The term of the Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services contract shall be from March 1, 2018 through December 31, 2019 with three (3) one (1)-year options to renew with the approval and acceptance of the 32nd District Agricultural Association.

CONTRACTOR AGREES

1. To perform according to the Scope of Work and Contract Terms and Conditions contained herein at the rates specified in Exhibit F – Contracted Financial Proposal Bid Form.
2. The District's Request for Proposal (RFP) for Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services, HL-06-18, dated February 2, 2018, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.



EXHIBIT A – SCOPE OF WORK (CONT.)

3. The Contractor’s proposal for Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services, HL-06-18, dated February 19, 2018, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.
4. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Further, these personnel shall be solely authorized to request changes, corrections and/or additions to the scheduled order.
2. To visually examine delivery of equipment to confirm equipment has been clearly marked with Contractor’s company name and/or logo, and are maintained and cleaned in a professional, like-new/gently used condition.
3. To provide temporary storage if requested by Contractor and determined necessary by the District. The size of requested temporary storage shall be mutually agreed to prior to the annual OC Fair based upon Contractor’s anticipated space needs. Contractor is responsible for securing the storage area and understands it is not a weatherproof environment. The District shall not be charged for any equipment utilized to set up and/or secure this area.
4. To allow Contractor access to the District’s property as necessary.
5. The term of this contract is from March 1, 2018 – December 31, 2018, with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.
6. To pay Contractor a total amount not to exceed SIX HUNDRED SIXTY THREE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS (\$663,225.00), including option years, based upon the rates as shown in Contractor’s Financial Proposal.
7. Estimated price breakdown is as follows and the rate detail is included as Exhibit F – Contracted Financial Proposal Bid Form:

Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services	
03/01/18 – 12/31/19	\$255,340.00
01/01/20 – 12/31/20	\$131,295.00
01/01/21 – 12/31/21	\$137,545.00
01/01/22 – 12/31/22	\$139,045.00
ESTIMATED FIVE YEAR TOTAL	\$663,225.00

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

To pay Contractor a total amount not to exceed SIX HUNDRED SIXTY THREE THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS (\$663,225.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

Invoices shall be submitted upon completion of services rendered to the District and shall contain the following, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number: 47902;
4. Itemization of costs with corresponding order number, specifications, dates of delivery/pick-up, and location for each piece of equipment ordered; and
5. Name of personnel with listing of actual date(s) worked, including shift start and end times.

Invoices may be sent via email to AP@ocfair.com or mailed as follows:

OC Fair & Event Center
Attn: Accounts Payable
88 Fair Drive
Costa Mesa, CA 92626

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. APPROVAL:

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT:

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT:

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT:

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR:

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

ii "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-04/2017 CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM

All quantities provided on the Contracted Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Contracted Financial Proposal Bid Form.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. (No brand/model substitutions of stage systems shall be permitted.) Package pricing shall be inclusive of all fly hardware, rigging, safety equipment, burlap wrap, power cabling, data cabling, power distribution, spare fixtures, color gels and any other items required to ensure systems are whole and fully functional.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Contracted Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown.

Equipment: In the "Equipment to be Supplied by Bidder" fields, Contractor has provided a detailed listing of the equipment (including brands/models) Contractor intends to supply in the fulfillment of the stated requirements. Contractor has provided annual package pricing for the correlating equipment, resulting in a total package price for each venue.

Labor: Contractor has provided a flat "Hangar Personnel" (inclusive of all Hangar Building & Main Mall Show elements) as well as an "Action Sports Arena Personnel" package price for all personnel (excluding Production Supervisor) required to set-up, rig, operate, maintain and strike all staging and lighting systems for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair. Contractor has provided a separate flat "Production Supervisor" package price for all personnel required to provide production supervision services for The Hangar and Action Sports Arena venues based upon the Scope of Work contained herein for the entire run of the annual OC Fair.

The Hangar Building at the OC Fair Equipment Package - RUN OF FAIR (Currently 23 Days) (Package shall be inclusive of all rigging, safety equipment, burlap wrap, distro, cabling, feeder, spare fixtures, color gels and any other items required to make the system whole and fully functional)			2018	2019	2020	2021	2022
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
1	Stage System: Dimensions: 48' wide X 32' deep X 4' high Brand/Model: All Access Versa Stage is the required stage system. Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, except extreme upstage side. Adequate ADA-compliant access stairs (both sides), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.	No Substitution Permitted	\$ 15,000.00	\$ 14,000.00	\$ 14,500.00	\$ 14,500.00	\$ 15,000.00
1	FOH Platform System: Dimensions: 25' wide X 15' deep X 4' high Brand/Model: The All Access Versa Stage is the required platform system. Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides. Adequate ADA-compliant access stairs (one set), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.	No Substitution Permitted	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
2	80' long X 35' tall wall black pipe and drape masking systems to hang from Contractor-supplied ladder truss and motors on the rear Hangar wall from the Hangar ceiling grid, upstage, left and right of the video screen. Allow for load-in door ingress/egress.		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
2	80' long X 20' tall black pipe and drape masking systems to make a stage left/right mask for backstage pathway/areas		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
4	8' X 8' black rolling risers		\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
10	Chauvet Q-Spot 560	(8) Clay Paky Sharpys, (12) Chauvet Maverick MK2 Wash	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
24	GLP VolksLicht Z (Zoom) RGB		\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
7	ETC Source Four Leko		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
5	ETC Source 4 575 Watt Par lamp on a six-bar		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
2	Mole 2,600 Watt Molefay, 4 light		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
1	Lycian Super Arc, standard throw follow spot or equivalent, assume a 150' throw		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
1	ETC 72-way Sensor rack dimmer system		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
1	Power distribution system		\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
10+	1-ton Chain motors, as called for in Contractor's design. Minimum quantity shall be 10 motors, and all associated controllers, cables, etc.		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
1	Avolites Pearl console, or operationally and technically equivalent console capable of controlling both fixed and moving lights	Full Boar Road Hog 4 w/wing	\$ 1,500.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
1	Clear-Com intercom package, including one (1) master station, six (6) belt packs, all associated cabling. Master to be located at FOH, belt packs for dimmer world, video control, sound control, spotlight, FOH camera		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
1	Control cable from dimmer world to FOH (length should be approximately 250')		\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
16	20' X 5' truss sections (quantity and type to change based on Contractor's specific design)		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
2	10' truss sections for audio, including six (6) 1-ton motors, all cabling, safety(s), etc. for hanging speaker systems		\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00
Hangar Building Equipment Package Cost - RUN OF FAIR TOTALS			\$ 41,100.00	\$ 40,350.00	\$ 40,850.00	\$ 40,850.00	\$ 41,350.00
HANGAR BUILDING EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)			\$ 204,500.00				



EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)

The Hangar Building/Main Mall Show Equipment Package - RUN OF FAIR (Currently 23 Days) (Package shall be inclusive of all rigging, safety equipment, burlap wrap, distro, cabling, feeder, spare fixtures, color gels and any other items required to make the system whole and fully functional)			2018	2019	2020	2021	2022
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
1	Martin M1 Console		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
8	Martin Mac 500 Profiles moving light fixtures	(8) Martin Mac 2k Profile	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
6	Q-Wash 560 Zoom moving light fixtures		\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
10	Chauvet Rogue moving light fixtures		\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
42	Color bandPix LED Strips		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
14	Colorado Tour 2 LED par fixtures(10) Slim Par Pro LED par fixtures		\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
1	90' of 20.5" box truss		\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00
4	CM 1-ton hoists w/associated rigging hardware		\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
1	Nickolaudio or equivalent light show programming system		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
6	Wireless controllers for complete system		\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
Hangar Building Equipment Package Cost - RUN OF FAIR TOTALS			\$ 10,950.00	\$ 10,950.00	\$ 10,950.00	\$ 10,950.00	\$ 10,950.00
HANGAR BUILDING EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 54,750.00

Action Sports Arena Equipment Package - RUN OF FAIR (Currently 23 Days) (Package shall be inclusive of all rigging, safety equipment, burlap wrap, distro, cabling, feeder, spare fixtures, color gels and any other items required to make the system whole and fully functional)			2018	2019	2020	2021	2022
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
1	Complete All Access Versa Stage (no deviations are acceptable) system kit capable of the following minimum configurations: • 24' x 24' x 3' high • 40' x 24' x 4' high Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, for multiple configurations. Adequate ADA-compliant access stairs, equipment ramps (both sides), protective railings and hand rails as Contractor deems necessary for access and safety, per OSHA requirements and standard industry practice.	No Substitution Permitted	\$ -	\$ -	\$ -	\$ -	\$ -
1	Fight Ring Package: Examine the two (2) fight ring photographs (see Part VIII, Attachment F) and provide equipment to replicate all except the actual fight ring (sitting on Contractor's stage deck). This is to include the staging, truss uprights (20') and the box truss assembly for lighting and sound.		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
4	8' X 8' black rolling risers		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	Complete black, steel barricade safety system, at a length of 80'		\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
8	Lighting Towers (see BMX photograph, above), consisting of Tomcat (or equivalent) 30" X 20.5" truss ground supported, 25' tall assembly, with safety's, ballast as required.		\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
8	Light Towers Light Package (Option 1): One (1) light package for each of the above eight (8) lighting towers, to consist of: • Eighteen (18) ETC Source Four lights • Assortment of gel and gel frames, including spare lamps/bulbs		\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
8	Light Towers Light Package (Option 2): Provide a cost-effective, separately priced alternative long throw, PAR-based system for the above eight (8) light towers.		\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
1	General lighting package to facilitate the possible variety of stage configurations which shall consist o the following components, at a minimum:		\$ -	\$ -	\$ -	\$ -	\$ -
1	100' of 20.5" Box Truss		\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
120	Par 64 Fixtures		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
12	Source 4 Lekos		\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
8	Source 4 Pars for floor lighting		\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
2	4-Light Molefays		\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
32	Chauvet COLORado 2 LED lights		\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00
2	Follow Spots		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
1	72-Channel Dimming system		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	FOH Console for control		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
6	1-Ton motors and control		\$ -	\$ -	\$ -	\$ -	\$ -
1	Clear-Com system for FOH, dimmers and spotlights		\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
1	Package of assorted gel, gel frames		\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
Action Sports Arena Equipment Package Cost - RUN OF FAIR TOTALS			\$ 7,745.00	\$ 7,745.00	\$ 7,745.00	\$ 7,745.00	\$ 7,745.00
ACTION SPORTS ARENA EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 38,725.00

Labor Package - RUN OF FAIR (Currently 23 Days)			2018	2019	2020	2021	2022
	Labor		Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price
Personnel - "Hangar Personnel" Package Labor Cost (includes labor for Hangar Building & Main Mall Show) - RUN OF FAIR			\$ 22,500.00	\$ 22,500.00	\$ 24,000.00	\$ 27,500.00	\$ 27,500.00
Personnel - "Action Sports Arena" Package Labor Cost - RUN OF FAIR			\$ 15,750.00	\$ 15,750.00	\$ 15,750.00	\$ 16,500.00	\$ 16,500.00
Personnel - "Production Supervisor" (the role serves both The Hangar Building and Action Sports Arena Venues) - RUN OF FAIR			\$ 30,000.00	\$ 30,000.00	\$ 32,000.00	\$ 34,000.00	\$ 35,000.00
Labor Package (ALL VENUES) - RUN OF FAIR TOTALS			\$ 68,250.00	\$ 68,250.00	\$ 71,750.00	\$ 78,000.00	\$ 79,000.00
LABOR PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ 365,250.00

CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT & LABOR)			\$ 128,045.00	\$ 127,295.00	\$ 131,295.00	\$ 137,545.00	\$ 139,045.00
TOTAL BID (ALL VENUES, ALL FIVE YEARS)							\$ 663,225.00

End Exhibit F-



EXHIBIT G – EQUIPMENT SAFETY POLICY

The Equipment Safety Policy is subject to change at any time. Upon notification, Contractor shall immediately adhere to subsequent amendment(s) of the Equipment Safety Policy.

Contractor shall abide by the speed limit signs posted on District property in the operation of all vehicles.

Operating Forklift

- Must wear hard hat ANSI class A
- Must wear seat belt
- No carrying passengers
- No objects shall hang off or carry from operator's location
- Must have proper passenger carriage when lifting person
- No standing / persons on forks while operating

Operating Man Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No lifting objects to stand up / move
- No overload basket

Operating Scissor Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No overloading basket
- Check overhead when lifting
- Approach uneven ground properly
- Always plug lift into electrical outlet after each use

Safety First – It Starts with You

-End Exhibit G-



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES

PROCEDURE FOR: Uniforms for Contractors and their Employees.

PPE (Personal Protective Equipment): Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

Purpose: To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

Procedure: 0004

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.
7. This procedure will be added to all contracts as an attached addendum.

PROCEDURE FOR: OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

PPE (Personal Protective Equipment): Break-away OCFEC photo identification card lanyard.

Purpose: To ensure all contractors and their employees are properly wearing required identification in the proper manner.

Procedure: 0005

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.
4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.



EXHIBIT H – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.
11. This procedure will be added to all contracts as an attached addendum.

EXHIBIT H - ACKNOWLEDGEMENT FORM

NAME OF PROCEDURE(S):

0004 Uniforms for Contractors and their Employees.

0005 OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

Date trained: _____ **Initial:** _____

I _____ have read, understand and will follow the above procedure(s).

Signature: _____

-End Exhibit H-

AGREEMENT NUMBER	
SA-083-18SP	A-

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

STATE AGENCY'S NAME

32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

RAISING CANE'S RESTAURANTS, LLC

2. The term of this Agreement is: **April 1, 2018 through April 27, 2020**

3. The amount of this Sponsorship Agreement is: **CASH \$12,000 (\$4,000-2018; \$4,000-2019; \$4,000-2020)**
Subject to 3% or CPI Escalator (Outlined below)

Payment Terms: **TRADE \$75,000 (\$25,000-2018; \$25,000-2019; \$25,000-2020)**

ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE

OTHER Payable to: "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states

"you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange."

*GTC(4/2017) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

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

SPONSOR/CONTRACTOR		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME Raising Cane's Restaurants, LLC		
BY (<i>Authorized Signature</i>) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Adam Reed, Regional Director of Marketing		
ADDRESS 3150 Harbor Blvd, Costa Mesa, CA 92626		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt: Sponsorship
AGENCY NAME 32nd District Agricultural Association/Division of Fairs & Expositions		I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER  Date
BY (<i>Authorized Signature</i>) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer or Michele Richards, V.P, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

Raising Cane's Restaurants, LLC
Adam Reed, Regional Director of Marketing
(225) 383-7400
Via: Kevin Hindenach/Tandem Partnerships
(714) 708-1837

CONTRACTOR AGREES:

1. To be a Sponsor of the annual 2018, 2019, and 2020 Imaginology events occurring in the Spring of each year.
2. To provide payment in the sum of FOUR THOUSAND dollars (\$4,000) to the District each year. Payment is subject to an escalator each year of either 3% or CPI, whichever is lower in 2019 and 2020.
3. To provide a trade value of TWENTY-FIVE THOUSAND dollars (\$25,000) in the form of five thousand (5,000) kids meal certificates/gift cards, or other mutually agreed upon premiums to be used as prizes at Imaginology.
4. To gain pre-approval from the District for use of Imaginology marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
5. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
6. To verify all Sponsor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
7. That staff members must be in official Sponsor branded uniforms.
8. Sponsor will provide a list of staff working the event and any required paperwork (Megan's Law Screening[s], etc.) to Tandem by 5:00 p.m. one week prior to the first day of Imaginology.
9. To have its displays fully staffed by uniformed representatives during published hours of operation.
10. That mobile tours and other exhibitors may be near the designated spaces.
11. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure display(s) are at all times operating within the parameters set by these organizations.
12. To provide a valid Certificate of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to the annual Imaginology event in 2018, 2019, and 2020.
13. To give District a royalty-free, non-exclusive license to use and display the service/trademark of Sponsor, only for the limited term of this agreement and only for the purposes described herein; provided, however, no such use or advertising will be affected unless in compliance with Sponsor's brand identification. All use of Sponsor logos must be approved prior to inclusion by Sponsor with no exceptions.

DISTRICT AGREES:

1. To provide Sponsor with sponsorship of the 2018, 2019, and 2020 Imaginology event.
2. To acknowledge Sponsor as the Presenting Sponsor of the Main Mall Stage at the annual Imaginology event in 2018, 2019, and 2020.
 - a. To include Sponsor logo on all four (4) Main Mall Stage banners (artwork to be designed, produced, and installed by District and approved by Sponsor).
3. To provide Sponsor 100 square feet (10' x 10') of space located in the Promenade for activation (see map below).
4. To include Sponsor logo on two (2) exit signs (artwork to be designed and produced by District and approved by Sponsor).
5. To provide Sponsor opportunity to distribute promotional material and/or giveaway items at Imaginology
 - a. Subject to approval by the District
6. To include the Sponsor on-site presence as part of Imaginology scavenger hunt.

7. To utilize Sponsor gift cards (kid meals) as prizes for scavenger hunt, scarecrow contest, Main Mall Stage performers, student art submissions, and more.
 - a. Prizes will be used to incentivize students through email blasts and social media posts to attend Imaginology and submit artwork to student contests (content to be mutually agreed upon)
8. To include Sponsor logo:
 - a. On the 2018, 2019, and 2020 Imaginology web site in the band of sponsors with a link to the Sponsor web site.
 - b. On the 2018, 2019, and 2020 Imaginology on-site directional signage in the sponsor section.
 - c. On the 2018, 2019, and 2020 Imaginology program/schedule in the sponsor section.
 - d. On 2018, 2019, and 2020 Imaginology maps at the event where the Main Mall Stage is located
 - e. On 2018, 2019, and 2020 Imaginology Information Booths in the sponsor section.

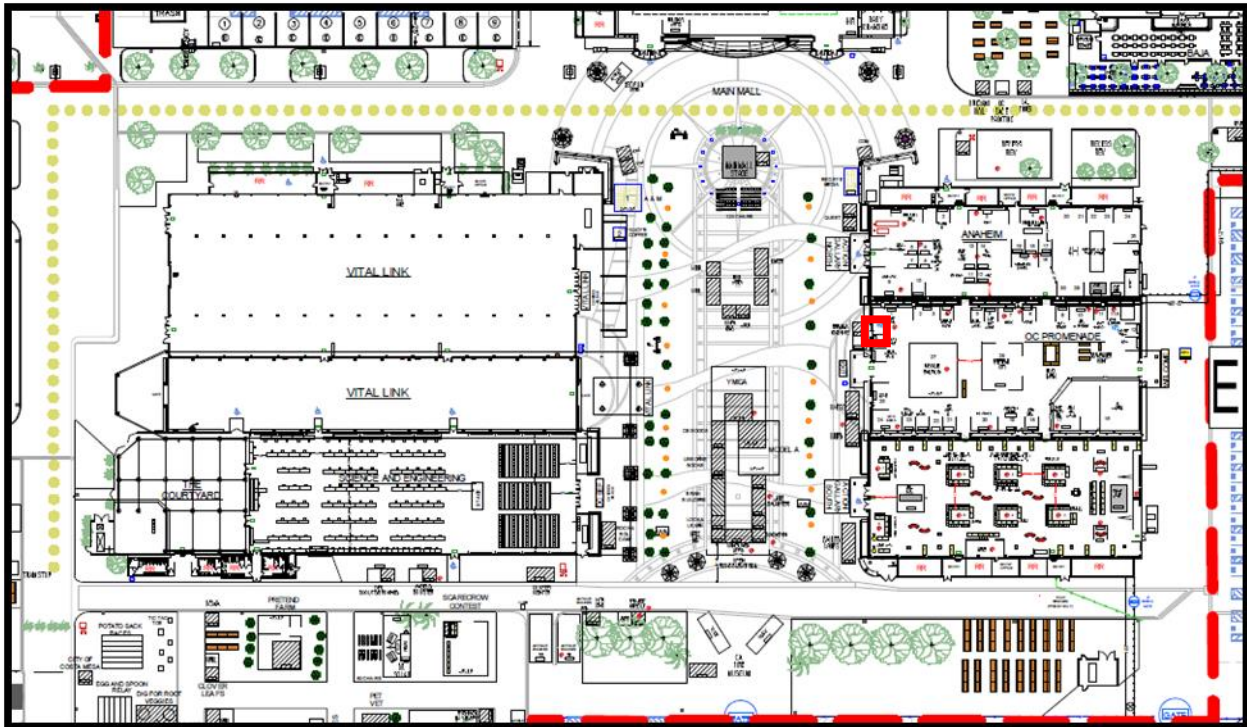




EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the "OC Fair" and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event's full name.
- B. Participants' Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor's Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor's involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor's prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor's request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, State's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to State's security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker's compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor's Trademarks.** Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor's Authorization of State.** State is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State's Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.
- K. State's Trademarks.** State's trademarks, designs, artwork and other symbols and devices associated with the Event ("State's Trademarks") are and shall remain State's property and State shall take all steps reasonably necessary to protect State's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State's Authorization of Sponsor.** Sponsor is hereby authorized to use State's Trademarks in advertising and promoting Sponsor's Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.



EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.





EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 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 C – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events All Types with a paid gate and any Rough Stock Events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract and (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect, and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit C-



EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

AGREEMENT NUMBER SA-084-18SP	A-
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1. This Agreement is entered into between the State Agency and the Sponsor/Contractor named below:

STATE AGENCY'S NAME

32nd District Agricultural Association / Division of Fairs & Expositions/O.C Fair & Event Center

SPONSOR/CONTRACTOR'S NAME

SAN ANTONIO WINERY

2. The term of this Agreement is: **July 13, 2018 -August 13, 2018**

3. The amount of this Sponsorship Agreement is: **CASH \$32,500**

Payment Terms:

- ONE TIME PAYMENT (*Lump sum*) MONTHLY QUARTERLY ITEMIZED INVOICE
 OTHER Payable to: "OC Fair & Event Center"

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

Exhibit A – Sponsorship Agreement Provisions

Exhibit B – Sponsorship Agreement Terms and Conditions

Exhibit C – Insurance Requirements

Exhibit D – Rules and Regulations Governing Rental Space - Note: Section B Referenced Handbook (Page 18 states

“you are required to pay all requisite deposits, fees and taxes, including possessory interest tax, which may be levied by the County of Orange.”

*GTC(4/2017) – If not attached, view at www.ols.dgs.ca.gov/Standard+Language

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

SPONSOR/CONTRACTOR		<i>California State Use Only</i>
SPONSOR/CONTRACTOR'S NAME San Antonio Winery		
BY (<i>Authorized Signature</i>) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Riboli-Elzholz		
ADDRESS 737 Lamar St., Los Angeles, CA 90031		<input checked="" type="checkbox"/> Exempt: Sponsorship
STATE OF CALIFORNIA		
AGENCY NAME 32nd District Agricultural Association/Division of Fairs & Expositions		<p><i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i> SIGNATURE OF STATE ACCOUNTING OFFICER  Date</p>
BY (<i>Authorized Signature</i>) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, V.P, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

CONTRACTS MANAGER

Michele Richards, VP, Business Development

EXHIBIT A – SPONSORSHIP AGREEMENT PROVISIONS

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

San Antonio Winery
Lisa Riboli-Elzholz
(323-330-8791, email: lelzhholz@sanantoniowinery.com)

CONTRACTOR AGREES:

1. To be an advertising Wine partner of the 2018 OC Fair.
2. To provide payment in the sum of THIRTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500) as an advertising fee. Payment in full must be received no later than July 6, 2018.
3. To gain pre-approval from the District for use of OC Fair or Pacific Amphitheatre marks and logos and that all display elements, materials and concepts provided by Sponsor require the approval of the District prior to implementation.
4. To provide high-resolution Sponsor logo for inclusion in advertising and signage as outlined herein.
5. That all staff members shall comply with the following requirements:
 - a. No staff member will promote Sponsor outside of designated space(s).
 - b. Any staff working more than thirteen (13) days at the 2018 OC Fair will be provided a photo credential for admission. Each individual is responsible for obtaining his or her credential from the badging office during operating hours. Prior to reporting to the badging office, the required paperwork must be submitted to Tandem Partnerships including the Megan's Law Screening(s)
 - c. Credentials are to be obtained prior to the start of the 2018 OC Fair.
 - d. Any staff working less than thirteen (13) days will be provided single-day working credentials.
6. To provide a list of staff working the following week and any required paperwork (Megan's Law Screening(s), etc.) to Tandem Partnerships by 5:00 PM each Friday. Tandem Partnerships will deliver the appropriate number of single-day working credentials to Sponsor's display by 5:00 PM each Sunday for staff working the following week.
7. To have its display(s) fully staffed by uniformed representatives:
 - a. By 11:30 a.m. and open to the public from Noon to at least 11:00 p.m. each Wednesday-Friday
 - b. By 9:30 a.m. and open to the public from 10:00 a.m. to at least 11:00 p.m. on each Saturday and Sunday of the 2018 OC Fair.
8. That mobile tours and other exhibitors may be near the designated spaces.
9. To abide by the rules and regulations included in the 2018 OC Fair Exhibitor and Concessionaires Handbook and any such other reasonable parameters as set forth by the District staff prior to, during or following the Term.
10. To obtain all appropriate permits from the Orange County Health Care Agency, Fire Department or any other applicable entities and ensure the display(s) are at all times operating within the parameters set by these organizations.
11. To provide Certificates of Insurance, fire safety training information, certifications and comply with all such reasonable requests as made by the District prior to, during or following the 2018 OC Fair.

DISTRICT AGREES:

1. To grant the Sponsor , advertising rights in the Wine category at the 2018 OC Fair.
2. To provide an eight hundred (800) square foot location at Plaza Pacifica for product sampling (may not exceed a 1 oz. pour) on each Saturday and Sunday of the 2018 OC Fair (display elements must be approved in advance by the District):
 - a. One (1) 800 square foot display area at Plaza Pacifica. See spot marked on map below.

3. To provide an eight (8) foot display table located in the Wine Courtyard each Saturday and Sunday of the Fair to promote their products with Wine Ambassadors and promotional materials, in addition to providing education of their winery and the wine making process.
4. To provide a dedicated location in the Pacific Amphitheatre for a custom San Antonio Winery "Stella Rosa" wine bar that will be used by Spectra to staff and pour Stella Rosa branded wine at all concerts and events during the 2018 OC Fair. See spot marked on map.
5. To include Sponsor:
 - a. Logo in all applicable 2018 OC Fair collateral including the OC Fair Brochure, Souvenir Program and/or Daily Guide (depending on which format is used each year), etc. (pending deadlines)
 - b. Logo in all applicable 2018 OC Fair print advertising
 - c. Logo in the @The Fair e-newsletter, summer issue (pending deadline)
 - d. Logo on the 2018 OC Fair Map
 - e. Inclusion on Facebook and/or Twitter for the 2018 OC Fair
 - i. Content to be mutually agreed upon by Sponsor and District
 - ii. Sponsor to provide verbiage to District, however, District reserves the right to create the status updates in its preferred language in order to maintain "authentic voice" as long as terminology and talking points provided by Sponsor are met
 - iii. Sponsor to reciprocate with status updates/exposure on its Facebook and/or Twitter pages; District to provide verbiage for use by Sponsor and schedule to be mutually agreed upon

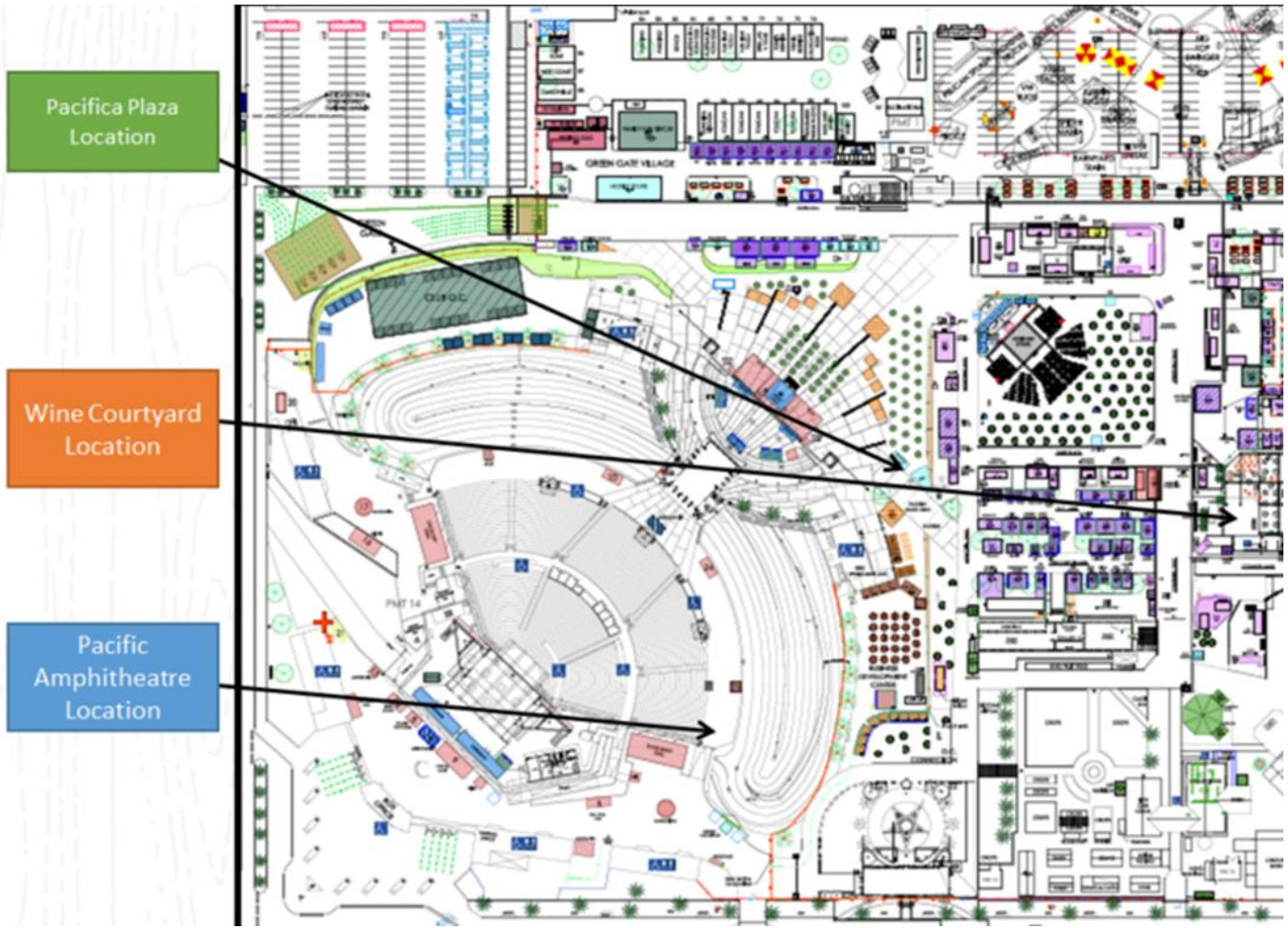




EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

- A. Title of Event.** The Event shall be known as the “OC Fair” and Sponsor agrees that it shall refer to the Event in all advertising and promotional materials by the Event’s full name.
- B. Participants’ Names.** Sponsor acknowledges that State does not have the right to use the names, signatures, photographs or likenesses of any performer who may appear at the Event or on Sponsor’s Stage in connection with a commercial product or service, and the individual performer must approve all such uses by Sponsor. State does have the right to approve on behalf of individual performers the use of their names, photographs or likenesses in advertising which primarily promotes the Event and the Stage and mentions Sponsor’s involvement as a Sponsor, and Sponsor will submit any such advertising to State for prior approval as provided in Paragraph M.
- C. Right to Remove Name.** Sponsor shall have the right, at any time and for any reason, to request in writing the State remove its name from any and/or all signage and other materials associated with the Event. State shall use its best efforts to comply with said request, but if State will incur any additional expenses in connection with such compliance, it will notify Sponsor in writing and obtain Sponsor’s prior written approval. Sponsor will reimburse State for all such approved expenses. State shall notify Sponsor if time does not reasonably permit compliance with Sponsor’s request. Nothing herein shall relieve Sponsor of its obligations under the body of this Agreement.
- D. Delivery and Service.** At Sponsor’s expense, Sponsor shall deliver the Products to, and store such Products at, State’s location. Sponsor agrees to provide service personnel on an “on call” basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor’s personnel shall be subject to State’s security and personnel policies and practices.
- E. Sponsor Insurance.** During the Term of this Agreement, Sponsor agrees to carry worker’s compensation and employer’s liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Product.
- F. Risk of Loss.** State represents and warrants that to the extent storage of the Products is under the control and/or supervision of State, State will assume all risk of loss and will further store the Products safely and securely in a manner which will not cause the Products to become defective or not merchantable or fit for their intended purpose.
- G. Sponsor’s Trademarks.** Sponsor’s trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor’s Products (“Sponsor’s Trademarks”) are and shall remain Sponsor’s property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor’s Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.
- H. Sponsor’s Authorization of State.** State is hereby authorized to use Sponsor’s Trademarks in advertising and promoting the Event during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.
- I. State’s Submission for Approval.** State shall submit all materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.
- J. Uses for Benefit of Sponsor.** The right to use Sponsor’s Trademarks is non-exclusive, non-assignable and nontransferable. All uses by State of Sponsor’s Trademarks shall inure solely to the benefit of Sponsor.
- K. State’s Trademarks.** State’s trademarks, designs, artwork and other symbols and devices associated with the Event (“State’s Trademarks”) are and shall remain State’s property and State shall take all steps reasonably necessary to protect State’s Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecutions of infringements.
- L. State’s Authorization of Sponsor.** Sponsor is hereby authorized to use State’s Trademarks in advertising and promoting Sponsor’s Products until 15 days after the Event takes place, provided State shall have the right to approve all such uses in writing in advance.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- M. Sponsor's Submission for Approval.** Sponsor shall submit materials to State in writing and if State does not approve or reject such materials in writing within 10 – 14 business days after receipt thereof, then State shall be deemed to have approved such materials.
- N. Benefit of State.** The right to use State's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of State's Trademarks shall inure solely to the benefit of State.
- O. Merchandise.** State shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears State's Trademarks.
- P. Ambush Prevention-State's Action.** State agrees to take all reasonable measures to prevent the unauthorized use of State's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from the Venue and the area surrounding the Venue, and to prosecute specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of State's counsel, reasonable to do so. State shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Sponsor shall cooperate with State in any such litigation.
- Q. Owner Warranties.** State represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. State's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- R. Sponsor Warranties.** Sponsor represents and warrants that:
1. it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 2. Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
 3. it has all government licenses, permits or other authorizations necessary to conduct its business; and
 4. all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.
- S. Effect of Cancellation on Sponsor.** In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence of similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee (or a pro rata portion thereof if the Event took place only in part) less any expenses incurred on behalf of the Sponsor and an immediate refund of the value (as measured by Sponsor's cost) of all Products contributed by Sponsor (or a pro rata portion of the value of the Products used in the Event if the Event took place only in part). State will provide adequate revenue protection insurance to cover its obligations hereunder.
- T. No Joint Venture of Partnership.** This agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between State and Sponsor.

EXHIBIT B - SPONSORSHIP AGREEMENT TERMS AND CONDITIONS (CONT.)

- U. Invalidity.** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate the Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
- V. Notices.** All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail:
- If to State, to: 88 Fair Drive, Costa Mesa, CA 92626
- or such other address as either party may designate in writing to the other party for this purpose.
- W. Commissions.** Sponsor and State shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers fees which either is or may become obligated to pay as a result of or attendant to this Agreement.
- X. Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.
- Y. Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. State has made and makes no representations of any kind except those specifically set forth herein.
- Z. Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- AA. Cancellation.** The State reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor. If, during the performance of this agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
- BB. Breach of Agreement.** In the event the Sponsor breaches the terms of this agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
- CC. Indemnification** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, employees, and their sales agency of record (currently Moor + South/Pier Management Co., LP, dba Tandem) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 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 C – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured:

"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events All Types with a paid gate and any Rough Stock Events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock Events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to six (6) rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company:

The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured:

The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program:

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates:

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance:

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

A. Maintenance of Coverage:

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract and (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect, and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



EXHIBIT C – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

C. Contractor's Responsibility:

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

D. Certified Copies of Policies:

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit C-

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE

- A. The District hereby grants to the Sponsor the right to occupy the aforesated space(s) for the purpose set forth herein and subject to the terms and conditions of this Agreement.
- B. **The Commercial Space and Concessions Rules and Regulations Handbook hereby becomes a part of this Sponsorship with Rental Space agreement by reference and is on file with the District. By signing the Agreement, Sponsor acknowledges that they have read the Handbook and agrees to abide by said Rules and Regulations.**
- C. Sponsor represents and warrants that the commercial offering, and all materials used in connection therewith, including, without limitation, all graphic and written material, (i) are either owned by or produced by Sponsor or all required permissions and license agreements have been obtained and paid for by the Sponsor, and (ii) as far as Sponsor is aware, are not the subject of any claim for misappropriation or infringement of the trademark, copyright, or other intellectual property rights of any third party.
- D. Sponsor further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter any permits issued to Sponsor or his employees hereunder.
- E. In the event Sponsor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the District and the District shall have the right to occupy the space in any manner deemed for the best interest of the District.
- F. No Sponsor will be allowed to open booth space/exhibit until all the preliminary requirements herein set forth have been complied with.
- G. Sponsor will conduct its business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the District near said booth space/exhibit for such purpose, and will keep the area within and surrounding said booth space/exhibit free from all rubbish and debris.
- H. The District will furnish necessary janitorial services for all aisles, streets, roads and areas used by the public, but Sponsor must, at his own expense, keep the booth/exhibit space and adjacent areas properly arranged and clean. All equipment must be clean, all coverings removed, and the booth/exhibit ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Sponsor's trash, and such trash must not be swept into the aisles or streets or any public space.
- I. All buildings, tents, or enclosures erected under the term of this Agreement shall have the prior approval of District and the local fire suppression authorities.
- J. Sponsor will conduct the privileges granted in this Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the District, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Agreement, and that any and all exclusives granted Sponsor shall not include the Carnival and the Carnival Area.
- K. All sound-producing devices used by Sponsor within or outside its space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to its patrons or to other Concessionaires or Exhibitors and the decision of the District as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from the District.
- L. Sponsor agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods

EXHIBIT D – RULES AND REGULATIONS GOVERNING RENTAL SPACE (CONT.)

shall be used and all methods of operation, demonstration and sale shall be subject to the approval of the the District and the local law enforcement officials.

- M. Sponsor is entirely responsible for the space allotted to Sponsor and agrees to reimburse the District for any damage to the real property, equipment, or grounds use in connection with the space allotted to Sponsor, reasonable wear and tear and damage from cause beyond Sponsor's control excepted.
- N. The District may provide watchman service, which will provide for reasonable protection of the property of Sponsor's, but the District shall not be responsible for loss or damage to the property of Sponsor.
- O. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Sponsor must be removed from the buildings and grounds by Sponsor, at his own expense, no later than a date specified by the District. It is understood in the event of Sponsor's failure to vacate said premises herein provided, unless permission in writing is first obtained, the District may and is hereby authorized and made the agent of Sponsor to remove and store the concession and all other material of any nature whatsoever, at the Sponsor's risk and expense, and Sponsor shall reimburse the District for expenses thus incurred.
- P. No Sponsor will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Sponsor is authorized in writing by the District and unless it holds a lawful license authorizing such sales on said premises.
- Q. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
- R. Failure of the District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- S. Sponsor recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Sponsor may be subject to the payment or property taxes levied on such interest.
- T. The District shall have the privilege of inspecting the premises covered by this Agreement at any time or all times.
- U. The parties hereto agree that Sponsor, and any agents and employees of Sponsor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
- V. Time is of the essence of each and all the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- W. By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Kidland carnival area, the Livestock area, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens. During OCFEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens will be limited to areas designated by the Association.

-End Exhibit D-

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-50-14BS	AMENDMENT NUMBER #4
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
CR&A CUSTOM, INC.
2. The term of this Agreement is **05/01/14** through **04/30/19** **FED ID: [REDACTED]**
3. The maximum amount of this Agreement after this amendment is: **\$156,491.00 Amendment**
\$882,482.00
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-50-14BS, dated May 1, 2014, between the District and CR&A Custom, Inc. is hereby amended as follows:**
- This amendment effective date is May 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 banner and sign printing and installation services at the OC Fair & Event Center by exercising the third option year at a not to exceed amount of ONE HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED NINETY ONE DOLLARS AND 00/100 (\$156,491.00).
- 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:

- To pay Contractor a total contract amount not to exceed EIGHT HUNDRED EIGHTY TWO THOUSAND FOUR HUNDRED EIGHTY TWO DOLLARS AND 00/100 (\$882,482.00) 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.) CR&A CUSTOM, INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Carmen Rad, President		
ADDRESS 213 West Pico Boulevard, Los Angeles, CA 90015 (213) 749-4440		
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		
		<input type="checkbox"/> Exempt per:

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME: C&A Custom, Inc.		CONTRACT NUMBER: SA-50-14BS	AMENDMENT NUMBER: #4
OCFEC CONTRACT MANAGER'S NAME: Jason Jacobsen		TITLE: Director of Tech. & Production	DEPARTMENT: Tech. & Production
PHONE NUMBER: ext. 1549			
TYPE OF SERVICE: BANNERS AND SIGNS PRINTING AND INSTALLATION SERVICES			
ORIGINAL CONTRACT TERM 5/1/14-04/30/16	START DATE: 05/01/14	END DATE: 04/30/18	ORIGINAL CONTRACT AMOUNT: \$313,000
EXERCISE OPTION YEAR 1 TERM: ___/___/___ to ___/___/___ AMENDMENT AMOUNT:	<input type="checkbox"/>	EXERCISE OPTION YEAR 2 TERM: ___/___/___ to ___/___/___ AMENDMENT AMOUNT:	<input type="checkbox"/>
		EXERCISE OPTION YEAR 3 TERM: 05/01/8 to 04/30/19 AMENDMENT AMOUNT: \$156,491	<input checked="" type="checkbox"/> X
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$882,482			

Please provide a rating for the contractor's performance, in each of the following areas.	Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory	
1. Contractor's adherence to the terms of the contract.	7
2. Quality of Contractor's work.	7
3. Contractor and staff's knowledge of the contract requirements	6
4. Contractor's cooperation/communication with the OC Fair & Event Center	6
5. Contractor's adherence to specified contract timelines/deadlines	8
6. Contractor's ability to work within contract amount	8
7. Effectiveness of Contractor's Project Manager	8
8. Accuracy of invoices	7
Overall Rating – Total points out of 80 points possible	57

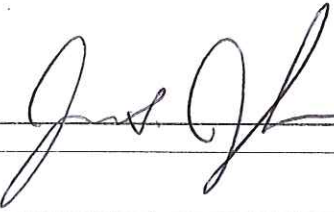
Overall rating of Contractor's performance (Please check one)

Outstanding
 Above Average
 Meets Expectations
 Marginal
 Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

Recommend to Extend
 Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: Jason Jacobsen DATE: 2/9/18

Tenant Liaison Committee Approval	Date:
<input type="checkbox"/> Contract Extension Approved	<input type="checkbox"/> Contract Extension Denied
Name: _____	Signature: _____ Date: _____

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-096-16FT	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

PROFESSIONAL PARKING

2. The term of this Agreement is **05/01/16** through **04/30/19** **FED ID:** XXXXXXXXXX

3. The maximum amount of this Agreement after this amendment is: **\$358,800 Amendment**
\$1,027,213; \$1,794,863 (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-096-16FT, dated May 1, 2016, between the District and Professional Parking is hereby amended as follows:

Standard Agreement # SA-096-16FT, dated May 1, 2016, between the District and Professional Parking is hereby amended as follows:

1. This amendment effective date is May 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 shuttle services at the OC Fair & Event Center by exercising the first option year at a not to exceed amount of THREE HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$358,800.00).

STATE AGREES:

1. To pay Contractor a total contract amount not to exceed ONE MILLION TWENTY SEVEN THOUSAND TWO HUNDRED THIRTEEN DOLLARS AND 00/100 (\$1,027,213.00) 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.)		
PROFESSIONAL PARKING		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ralph Caldin, President		
ADDRESS		
2799 E. 21 Street, Signal Hill, CA 90755 ralph@professional-parking.com		
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:

CONTRACTOR'S COMPANY NAME: PROFESSIONAL PARKING		CONTRACT NUMBER: SA-096-16FT		AMENDMENT NUMBER: #1	
OCFEC CONTRACT MANAGER'S NAME: Nick Buffa		TITLE: Director of Parking & Security		DEPARTMENT: Safety & Parking	
				PHONE NUMBER: ext. 1577	
TYPE OF SERVICE: SHUTTLE SERVICES					
ORIGINAL CONTRACT TERM 5/1/16-04/30/18		START DATE: 05/01/16		END DATE: 04/30/18	
				ORIGINAL CONTRACT AMOUNT: \$668,413	
EXERCISE OPTION YEAR 1		EXERCISE OPTION YEAR 2		EXERCISE OPTION YEAR 3	
TERM: <u>05/1/18</u> to <u>04/30/19</u> <input checked="" type="checkbox"/>		TERM: <u> / / </u> to <u> / / </u> <input type="checkbox"/>		TERM: <u> / / </u> to <u> / / </u> <input type="checkbox"/>	
AMENDMENT AMOUNT: \$358,800		AMENDMENT AMOUNT:		AMENDMENT AMOUNT:	
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$1,027,213					

Please provide a rating for the contractor's performance, in each of the following areas.	Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory	
1. Contractor's adherence to the terms of the contract.	10
2. Quality of Contractor's work.	9
3. Contractor and staff's knowledge of the contract requirements	9
4. Contractor's cooperation/communication with the OC Fair & Event Center	10
5. Contractor's adherence to specified contract timelines/deadlines	10
6. Contractor's ability to work within contract amount	10
7. Effectiveness of Contractor's Project Manager	10
8. Accuracy of invoices	10
Overall Rating – Total points out of 80 points possible	78


Overall rating of Contractor's performance (Please check one)

Outstanding
 Above Average
 Meets Expectations
 Marginal
 Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

Recommend to Extend
 Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

OCFEC CONTRACT MANAGER'S SIGNATURE:  PRINT NAME: Nick Buffa DATE: 2/20/18

Tenant Liaison Committee Approval Date: _____	
<input type="checkbox"/> Contract Extension Approved	<input type="checkbox"/> Contract Extension Denied
Name: _____	Signature: _____ Date: _____

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-128-16FT	AMENDMENT NUMBER #1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME
BDK GOLF CARTS, LLC DBA: ACTION GOLF CART RENTALS
- The term of this Agreement is **05/01/16** through **04/30/19** FED ID: XXXXXXXXXX
- The maximum amount of this Agreement after this amendment is: **\$90,845.02 Amendment**
\$213,645.02; \$454,418.05 with 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-128-16FT, dated May 1, 2016, between the District and BDK Golf Carts, LLC DBA: Action Golf Cart is hereby amended as follows:
 - This amendment effective date is May 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 golf cart rental at the OC Fair & Event Center by exercising the first option year at a not to exceed amount of NINETY THOUSAND EIGHT HUNDRED FORTY FIVE DOLLARS AND 00/100 (\$90,845.02).

STATE AGREES:

- To pay Contractor a total amount not to exceed TWO HUNDRED THIRTEEN THOUSAND SIX HUNDRED FORTY FIVE DOLLARS AND 00/100 (\$213,645.00.00); FOUR HUNDRED FIFTY FOUR THOUSAND FOUR HUNDRED EITHGTEEN DOLLARS AND 05/100 (\$454,418.05) 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.) BDK GOLF CARTS, LLC DBA: ACTION GOLF CART RENTALS		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Hub Goyen, Owner		
ADDRESS 1859 North Rosemont, Mesa, AZ 85205 (818) 482-0193, email hgoyen@actiongolfcartrentals.com		
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		

 Exempt per:

CONTRACTOR'S COMPANY NAME: BBK GOLF CARTS, LLC DBA: ACTION GOLF CART RENTALS		CONTRACT NUMBER: SA-128-16FT	AMENDMENT NUMBER: #1
OCFEC CONTRACT MANAGER'S NAME: Jerry Eldridge	TITLE: Director of Facility	DEPARTMENT: Operations	PHONE NUMBER: ext. 1578
TYPE OF SERVICE: GOLF CART RENTALS			
ORIGINAL CONTRACT TERM 05/01/16-04/30/18	START DATE: 05/01/16	END DATE: 04/30/18	ORIGINAL CONTRACT AMOUNT: \$122,800
EXERCISE OPTION YEAR 1 TERM: <u>05/1/18</u> to <u>04/30/19</u> <input type="checkbox"/> X	EXERCISE OPTION YEAR 2 TERM: <u> / / </u> to <u> / / </u> <input type="checkbox"/>	EXERCISE OPTION YEAR 3 TERM: <u> / / </u> to <u> / / </u> <input type="checkbox"/>	
AMENDMENT AMOUNT: \$90,845.02	AMENDMENT AMOUNT:	AMENDMENT AMOUNT:	
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$213,645.02			

Please provide a rating for the contractor's performance, in each of the following areas.	Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5 = Meets Expectations 4-3 = Marginal 2-1 = Unsatisfactory	
1. Contractor's adherence to the terms of the contract.	6
2. Quality of Contractor's work.	6
3. Contractor and staff's knowledge of the contract requirements	6
4. Contractor's cooperation/communication with the OC Fair & Event Center	5
5. Contractor's adherence to specified contract timelines/deadlines	5
6. Contractor's ability to work within contract amount	6
7. Effectiveness of Contractor's Project Manager	5
8. Accuracy of invoices	5
Overall Rating – Total points out of 80 points possible	45

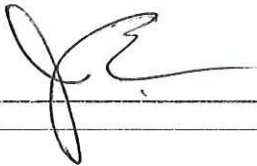
Overall rating of Contractor's performance (Please check one)

- Outstanding
 Above Average
 Meets Expectations
 Marginal
 Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

- Recommend to Extend
 Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:



OCFEC CONTRACT MANAGER'S SIGNATURE: _____ PRINT NAME: Jerry Eldridge DATE: 01/25/2018

Tenant Liaison Committee Approval Date: _____	
<input type="checkbox"/> Contract Extension Approved	<input type="checkbox"/> Contract Extension Denied
Name: _____	Signature: _____ Date: _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-224-16FTYR	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

Khavarian Enterprises, Inc. DBA Vision Communications Company

2. The term of this Agreement is **03/01/18** through **12/31/18 (with two (2) one (1) year option)** **FED ID: [REDACTED]**

3. The maximum amount of this Agreement after this amendment is: **\$2,000.00 Amendment Option years \$4,800; (2019 - \$2,400; 2020 - \$2,400)**

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-046-16FTYR, dated March 1, 2016, between the District and Vision Communications for radio rentals is hereby amended as follows:

1. This amendment effective date is March 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 additional radio rentals for the OC Fair & Event Center by increasing additional 10 radios rental year round.

STATE AGREES:

1. To pay Contractor a total amount not to exceed ONE HUNDRED EIGHTY SIX THOUSAND TWO HUNDRED DOLLARS AND 00/100 (\$186,200.00); THREE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED AND 00/100 (\$313,800.00) 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.) KHAVARIAN ENTERPRISES, INC. DBA: VISION COMMUNICATIONS COMPANY		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Mosley, Rentals Account		
ADDRESS 15823 Monte St. Bldg. E, Unit 103, Sylmar, CA 91342 Email: jmosley@2viscom.com Office: (562) 494-1326		
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 Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-238-16WR	AMENDMENT NUMBER #3
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
CONTRACTOR'S NAME
JERRY LIU & ASSOCIATES
- The term of this Agreement is **08/08/2016** through **05/31/2019** **FED ID: [REDACTED]**
- The maximum amount of this Agreement after this amendment is: **\$12,000.00 Amendment**
\$66,500.00, Not to Exceed \$90,500.00 with inclusion 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-238-16-WR, dated August 8, 2016, between the District and Jerry Liu and Associates is hereby amended as follows:

- This amendment effective date is June 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 rebuild website services at the OC Fair & Event Center by exercising the first option year at a not to exceed amount of TWELVE THOUSAND DOLLARS AND 00/100 (\$12,000.00).

STATE AGREES:

- To pay Contractor a total amount not to exceed SIXTY SIX THOUSAND FIVE HUNDRED DOLLARS AND 00/100; NINETY THOUSAND FIVE HUDNRED DOLLARS AND 00/100 (\$90,500.00) 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.) JERRY LIU & ASSOCIATES		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Liu, President		
ADDRESS Bus. Address: 125 S Olive St, Orange, CA 92866 Mailing Address: P.O Box 61645, Irvine, CA 92602 (800) 638-1233		
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 Michele Richards, Vice President, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Exempt per:

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME: JERRY LIU & ASSOCIATES		CONTRACT NUMBER: SA-238-16WR	AMENDMENT NUMBER: #3
OCFEC CONTRACT MANAGER'S NAME: Michele Richards	TITLE: Vice President	DEPARTMENT: Bus. Development	PHONE NUMBER: EXT. 1716
TYPE OF SERVICE: WEBSITE DEVELOPMENT SERVICES			
ORIGINAL CONTRACT TERM 08/08/16-05/31/18	START DATE: 08/08/16	END DATE: 05/31/18	ORIGINAL CONTRACT AMOUNT: \$54,500
EXERCISE OPTION YEAR 1 TERM: <u>06/1/18</u> to <u>05/31/19</u> <input checked="" type="checkbox"/>	EXERCISE OPTION YEAR 2 TERM: <u> / / </u> to <u> / / </u> <input type="checkbox"/>	EXERCISE OPTION YEAR 3 TERM: <u> / / </u> to <u> / / </u> <input type="checkbox"/>	
AMENDMENT AMOUNT: \$12,000	AMENDMENT AMOUNT:	AMENDMENT AMOUNT:	
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$66,500			

Please provide a rating for the contractor's performance, in each of the following areas.	Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory	
1. Contractor's adherence to the terms of the contract.	6.5
2. Quality of Contractor's work.	7
3. Contractor and staff's knowledge of the contract requirements	7.25
4. Contractor's cooperation/communication with the OC Fair & Event Center	4.75
5. Contractor's adherence to specified contract timelines/deadlines	5
6. Contractor's ability to work within contract amount	5.75
7. Effectiveness of Contractor's Project Manager	5.75
8. Accuracy of invoices	8
Overall Rating – Total points out of 80 points possible	50

Overall rating of Contractor's performance (Please check one)

- Outstanding
 Above Average
 Meets Expectations
 Marginal
 Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

- Recommend to Extend
 Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:

There were some issues related to contractor's communication with staff and feedback on project status. Conducted a follow-up meeting with contractor to re-set expectations and establish a regular reporting schedule.

OCFEC CONTRACT MANAGER'S SIGNATURE: Michele Richards PRINT NAME: Michele Richards DATE: 2/5/18

Tenant Liaison Committee Approval Date: _____	
<input type="checkbox"/> Contract Extension Approved	<input type="checkbox"/> Contract Extension Denied
Name: _____	Signature: _____ Date: _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-096-17YR	AMENDMENT NUMBER #2
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
UTP PRODUCTIONS, INC.
- The term of this Agreement is **04/10/17** through **03/14/19** FED ID: XXXXXXXXXX
- The maximum amount of this Agreement after this amendment is: **\$306,000.00 – AMENDMENT**
\$703,800.00; \$1,009,800.00 Inclusion 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-096-17YR, dated April 10, 2017, between the District and UTP Productions, Inc. for payroll services for members of Local 504 of IATSE union for Pac Amp and other events at OC Fair & Event Center, is hereby amended as follows:
 - This amendment effective date is March 15, 2018.
 - Except as herein amended, all other terms and conditions remain as previously agreed upon.


CONTRACTOR AGREES:

- To amend the original contract to provide payroll services for members of Local 504 of IATSE union for Pac Amp and other events at OC Fair & Event Center by exercising the first option year at a not to exceed amount of THREE HUNDRED SIX THOUSAND AND 00/100 (\$306,000.00).

STATE AGREES:

- To pay Contractor a total amount not to exceed SEVEN HUNDRED THREE THOUSAND EIGHT HUNDRED DOLLARS AND 00/100 (\$703,800.00); ONE MILLION NINE THOUSAND EIGHT HUNDRED AND 00/100; (\$1,009,800.00) 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.) UTP PRODUCTIONS, INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lonnie Harkness, President		
ADDRESS 774 South 500 West, Salt Lake City, UT 84101 Email: Lonnie@utpgroup.com ; (801) 918-1121		
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		

Exempt per:

CONTRACTOR PERFORMANCE EVALUATION

CONTRACTOR'S COMPANY NAME: UTP PRODUCTIONS, INC.		CONTRACT NUMBER: SA-096-17YR	AMENDMENT NUMBER: #2
OCFEC CONTRACT MANAGER'S NAME: JEFF WILSON		TITLE: ENTERTAINMENT SUPERVISOR	DEPARTMENT: ENTERTAINMENT
		PHONE NUMBER: EXT. 1878	
TYPE OF SERVICE: PAYROLL SERVICES FOR MEMEBERS OF LOCAL 504 OF IATSE UNION FOR PAC AMP AND OTHER EVENTS			
ORIGINAL CONTRACT TERM 4/10/17-03/14/18	START DATE: 04/10/17	END DATE: 03/14/18	ORIGINAL CONTRACT AMOUNT: \$306,000
EXERCISE OPTION YEAR 1 TERM: <u>3/15/18</u> to <u>3/14/19</u> AMENDMENT AMOUNT: \$306,000	<input checked="" type="checkbox"/>	EXERCISE OPTION YEAR 2 TERM: <u> / / </u> to <u> / / </u> AMENDMENT AMOUNT:	<input type="checkbox"/>
		EXERCISE OPTION YEAR 3 TERM: <u> / / </u> to <u> / / </u> AMENDMENT AMOUNT:	<input type="checkbox"/>
TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$703,800			

Please provide a rating for the contractor's performance, in each of the following areas.	Points 1-10
Rating Key: 10-9 = Outstanding 8-7 = Above Average 6-5= Meets Expectations 4-3= Marginal 2-1= Unsatisfactory	
1. Contractor's adherence to the terms of the contract.	10
2. Quality of Contractor's work.	10
3. Contractor and staff's knowledge of the contract requirements	10
4. Contractor's cooperation/communication with the OC Fair & Event Center	10
5. Contractor's adherence to specified contract timelines/deadlines	10
6. Contractor's ability to work within contract amount	10
7. Effectiveness of Contractor's Project Manager	10
8. Accuracy of invoices	10
Overall Rating – Total points out of 80 points possible	80

Overall rating of Contractor's performance (Please check one)

- Outstanding
 Above Average
 Meets Expectations
 Marginal
 Unsatisfactory

**If overall rating is below 40 points, you must provide comments supporting your recommendation below.*

- Recommend to Extend
 Recommend to Deny Extension

OCFEC CONTRACT MANAGER'S COMMENTS:



OCFEC CONTRACT MANAGER'S SIGNATURE: _____ PRINT NAME: JEFF WILSON DATE: 3/13/18

Tenant Liaison Committee Approval Date: _____	
<input type="checkbox"/> Contract Extension Approved	<input type="checkbox"/> Contract Extension Denied
Name: _____	Signature: _____ Date: _____

AGREEMENT NUMBER SA-060-18IA
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

COAST COMMUNITY COLLEGE DISTRICT

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

3. The maximum amount of this Agreement is: **\$30,000.00**
TRADE VALUE

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

Exhibit A – Scope of Work – To utilize parking lots and the Pacific Amphitheatre in trade at the OC Fair & Event Center (“District”) and Orange Coast College (“Coast”) as continued on the following pages.	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6-9
Exhibit D – Additional Provisions – GIA 610 (Attached hereto as part of this agreement)	Page 10
Exhibit E – Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 11 – 14
Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)	Pages 15-16

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

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

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COAST COMMUNITY COLLEGE DISTRICT		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING John Weispfenning, Chancellor		
ADDRESS 1370 Adams Avenue, Costa Mesa, CA 92626 (714) 438-7444		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michele Richards, Vice President, Business Development		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		



EXHIBIT A – SCOPE OF WORK (CONT.)

Contract Representatives:

32ND DISTRICT AGRICULTURAL ASSOCIATION/OC FAIR & EVENT CENTER
Michele Richards, Vice President, Business Development
(714) 708-1716

Orange Coast College
Lynnette Stiles
Office: 714-432-5024
Email: lstyles@occ.cccd.edu

COAST AND DISTRICT AGREE:

1. To the following provisions pertaining to general responsibilities of both Parties:
 - a. District and Coast shall mutually indemnify and hold harmless the other Party from any and all liability during the use of the other Party's parking lots and/or property.
 - b. District and Coast shall provide the other Party with proof of insurance for the duration of the contract period.
 - c. To work in partnership to develop and implement new reciprocal trade opportunities to the benefit of both Parties.
2. To the following provisions pertaining to District usage of COAST LOTS:
 - a. District shall compensate Coast in the manner of specified trade services for utilization of agreed upon paved areas of Coast parking lots A, B, C, D & E and Coast Adams Paved and Adams Dirt Lot.
 - b. District shall use Coast parking lots A, B, C, D & E for employee and overflow vendor and patron parking during specified year-round events and the annual OC Fair, including, but not limited to, the following dates in 2018:
 - i. February 16, 17, 18 (TET Festival)
 - ii. March 15, 16, 17 (Musink)
 - iii. April 27, 28, 29 (Pet Expo)
 - iv. May 6 (OC Marathon), 18, 19, 20 (OC Night Market), 27, 28 (Scottish Festival)
 - v. June 15, 16 17 (OC Night Market)
 - vi. July 13 – August 12 (OC Fair)
 - vii. August 24, 25, 26 (OC Night Market)
 - viii. September 14, 15, 16 (Sand Sports Super Show)
 - ix. November 3, 4 (ID10T Fest)
 - c. District shall use Coast Adams Paved Lot and Adams Dirt Lot for overflow OC Fair and/or undisclosed event parking and equipment storage from June 17, 2018 through August 20, 2018, and is aware that a portion of the Adams parking lot is neither paved nor striped.
 - d. District shall clean used areas on Coast premises after each day of use to restore to the condition in which the property was received.
 - e. District shall provide as needed personnel, traffic directors, directional signage, additional lighting, as needed, and portable restrooms during the designated events.
 - f. District shall notify Coast of any accident or incident that takes place in the designated parking areas.
 - g. In the event Lots A, B, C, D, E and/or Coast Adams Paved Lot or Adams Dirt Lot need to be utilized for a Coast event, an alternative lot shall be made available to the District by Coast.
 - h. District shall work with Coast Public Safety to coordinate parking credential enforcement daily during the OC Fair and other dates utilized by the District for overflow parking.
 - i. Coast shall enforce parking regulations and receive all fines collected for parking citations issued by Coast Public Safety.



3. To the following provisions pertaining to Coast usage of DISTRICT LOT "E":
 - a. Coast shall have usage of District Lot "E" for overflow Coast student parking from January 2, 2018 through June 16, 2018 and August 16, 2018 through December 15, 2018. Days/hours of permissible access shall be Monday-Friday, from 6:00am to 12:00am.
 - b. Coast vehicles shall enter through Gate 3-1/2 off of Arlington Drive to access the lot.
 - c. District shall barricade District's Lot "E" to allow access point off of Arlington Drive at Gate 3-1/2.
 - d. District shall ensure that Gate 3-1/2 off Arlington is locked/unlocked daily for Coast students to enter.
 - e. Coast shall clean and make Lot "E" suitable for parking of vehicles. Coast shall coordinate and receive approval from District on the cleaning plan.
 - f. District shall provide proper signage in District parking lot.
 - g. Coast shall notify District of any accident or incident that takes place in the designated parking areas.
 - h. In the event District Lot "E" needs to be utilized for an event held on District property, an alternative lot will be made available to Coast by the District.
4. To the following provisions pertaining to Coast usage of District PACIFIC AMPHITHEATRE:
 - a. Coast shall have use of the Pacific Amphitheatre for the Orange Coast College Commencement ("Commencement").
 - b. Commencement Ceremony set-up shall take place May 21-23, 2018.
 - c. Coast shall have the option to host a Commencement rehearsal on May 22, 2018 from 10:00am to 3:00pm, with a lunch provided and hosted by Coast staff and/or students. The use of third-party food trucks will require a one hundred seventy-five dollar (\$175.00) buyout per truck; however, the buyout shall be waived if the food truck(s) are based in Orange County, California. Approximately 400 individuals may attend the rehearsal.
 - d. Commencement event date shall be May 23, 2018 from 5:30pm to 7:30pm with removal and clean-up to follow.
 - e. Commencement estimated attendance is approximately 6,000-7,000.
 - f. Coast shall provide light snacks and beverages to be consumed after the Commencement Ceremony.
 - g. Coast shall provide necessary directional signage per the required specifications.
 - h. Coast shall provide ushers.
 - i. District shall provide coordination with Costa Mesa Police Department for traffic.
 - j. Coast shall be responsible for reimbursement of any fees charged by the Costa Mesa Police Department for traffic control purposes.
 - k. Seating shall be limited to District's pre-determined seated area only.
 - l. Coast shall comply with District's policy for the use or operation of an unmanned aerial vehicle (UAV), drone or other in-air device(s), mechanical or otherwise, over District property. (See District's UAV Policy)
 - m. Coast shall provide and pay for all production-related needs for the Commencement including lighting, audio/sound, video and photography services, curtains and theatre preparation.
 - n. Coast must comply with District-mandated noise mitigation requirements. (See District's Noise Mitigation Policy)
 - o. District shall provide and pay for the necessary parking services, janitorial services, electronic marquee board, security personnel, cement bases and pre and post-event clean-up.
 - p. District's master concessionaire shall sell water, soda and light snacks during the Commencement. Alcoholic beverages will not be available.
 - q. District shall allow Coast to sell flowers and bookstore merchandise at no rent or commission to the District.



5. Coast to provide the following PROMOTIONAL ADVERTISING to District:
 - a. \$10,000 worth of in-kind trade to be fulfilled by Coast through the District Director of Marketing in conjunction with the year-round event program and the annual OC Fair as indicated in items c.-h. below.
 - b. Coast shall provide point of contact's name and telephone number to the District's Director of Marketing.
 - c. Coast shall provide advertising/inclusion in:
 - i. Coast to Coast (weekly newspaper)
 - ii. Coast Report (weekly newspaper)
 - iii. Commencement Program (one page)
 - d. District shall provide electronic copy of the OC Fair Summer Concert Series schedule to Coast, which Coast shall insert in Commencement Program, as indicated in above Paragraph 5.c.
 - e. Coast shall provide promotional email blast to all Coast accounts and social media announcements of Imaginology (to be sent in March and April), OC Fair dates (to be sent in July), and the We Care Wednesday promotion (to be sent in May and June).
 - f. To provide campus Windmasters in six (6) key locations to promote the 2018 OC Fair.
 - g. Coast shall provide OC Fair brochure distribution as follows at:
 - i. Bookstore
 - ii. Office
 - iii. Student Center
 - iv. Mailrooms

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Not Applicable

PAYMENT PROVISIONS:

There are no payment provisions, as this is a trade value contract.

-End Exhibit B-



EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 4/1017

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).



EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)

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

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

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

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be



EXHIBIT C – GENERAL TERMS AND CONDITIONS (Cont.)

specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such

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

20. **LOSS LEADER:**

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

-End Exhibit C-



EXHIBIT D – ADDITIONAL PROVISIONS

GIA 610

1. APPROVAL: This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. AUDIT: The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. PAYMENT: Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. SUBCONTRACTING: All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. ADVANCE PAYMENT: The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. DISPUTES: The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. TIMELINESS: Time is of the essence in this Agreement.

-End Exhibit D-



EXHIBIT E – SPECIAL TERMS AND CONDITIONS

CCC-04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,



2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

EXHIBIT E – SPECIAL TERMS AND CONDITIONS (CONT'D)

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, 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).



EXHIBIT E – SPECIAL TERMS AND CONDITIONS (CONT'D)

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)



EXHIBIT E – SPECIAL TERMS AND CONDITIONS (Cont.)

3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit E-



EXHIBIT F – INSURANCE REQUIREMENTS

I. California Fair Services Authority

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
 1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
 4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
 6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
 7. Insured: The contractor/renter must be specifically listed as the Insured.

OR



B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit F-