

**OC FAIR & EVENT CENTER  
STANDARD AGREEMENTS FOR BOARD APPROVAL  
OCTOBER 2020**

**New**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-005-21MB	Lisa Sexton	Marketing and Talent Buying services for Pacific Amphitheatre	Fairtime	01/01/21 - 12/31/22		\$426,444.00

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-281-18YR (Amend. #1)	Tandem Partnerships	Sales services	Year Round	12/01/28-11/30/21		Commission
SA-251-19YR (Amend. #1)	Moss Adams LLC	Provide Board of Directors governance consulting services	Year round	9/3/19-12/31/21		\$72,000.00
SA-005-21MB (Amend. #1)	Lisa Sexton	Marketing and Talent Buying services for Pacific Amphitheatre	Fairtime	01/01/21 - 12/31/22		\$0.00

AGREEMENT NUMBER

**SA-005-21MB**

PURCHASING NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**LISA SEXTON**

2. The term of this Agreement is: **01/01/2021** through **12/31/2022** **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: **\$426,444.00 (assumes 23 day season plus 10 additional shows per year)**  
**Not to exceed \$1,096,066.00 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 entertainment marketing and booking services for the Pacific Amphitheatre. See Page 2 for additional details.**

Pages 1 – 6

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

Page 7

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

Pages 8 – 11

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

Pages 12 – 15

Exhibit E – OCFEC Policies and Procedures (Attached hereto as part of this agreement)

Pages 16 – 22

Exhibit F – COVID-19 Infection Mitigation Protocol & Procedure Guidelines (Attached hereto as part of this agreement)

Pages 23 – 25

Exhibit G – Additional Contract Terms & Conditions (Attached hereto as part of this agreement)

Pages 26 – 30

Exhibit H – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)

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*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

**CONTRACTOR**

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

**LISA SEXTON**

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Lisa Sexton**

CONTRACTOR BUSINESS ADDRESS

**787 Crescent Ave., Santa Maria , CA 93455**  
**lsexton@ocfair.com**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Chief Executive Officer or**  
**Joan Hamill, Chief Business Development Officer**

CONTRACTING AGENCY 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

Name: Lisa Sexton  
Title: Owner  
Phone number: (714) 745-3957

### **A. MINIMUM QUALIFICATION REQUIREMENTS**

1. Current and demonstrated knowledge of the talent booking field and available talent, particularly as it relates to popular music.
2. Current and demonstrated knowledge of all aspects of concert event marketing, including advertising development, placement and evaluation, with specific experience in the Southern California marketplace.
3. A minimum of five (5) years of booking experience including identification of suitable performance targets, deal negotiation, contracting, and agent/management liaison functions at venues with a fixed-seat capacity of 5,000 or more, and with an average number of yearly performances of 25 or more.
4. A minimum of five (5) years directing marketing and advertising campaigns for concert event venues with a fixed-seat capacity of 5,000 or more, and with an average number of yearly performances of 25 or more.
5. Established relationships and experience with top talent agencies and strong negotiating skills to secure the most sound and beneficial deal possible for the District.

### **B. VENUE DESCRIPTION AND INFORMATION**

#### **1. Pacific Amphitheatre**

- a. The Pacific Amphitheatre is an 8,200-seat open-air outdoor venue which currently houses the concert series.
- 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 Brandi Carlile. The District also books up to ten shows that may proceed or follow the Fair.
- c. During the annual OC Fair, the venue generally operates from 7:00 p.m. to 10:00 p.m. Wednesday through Sunday.
- d. Year-round events may include the Pacific Symphony summer concert series, Easter Sunday services, commencement ceremonies, music festivals and expanded District promoted 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. 32<sup>nd</sup> 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.**

## EXHIBIT A – SCOPE OF WORK (CONT.)

### 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:

- i. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
- ii. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
- iii. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
- iv. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
- v. 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
<u>Pacific Amphitheatre Front of House</u>	100 dB, no weighting

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

- i. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
- ii. 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
- iii. 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
- iv. 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
- v. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

## **C. GENERAL REQUIREMENTS AND INFORMATION**

1. Contractor provided on the Financial Proposal Bid Form (see MB-10-20 - Part X - Forms) a flat fee financial proposal based on a 23 show guarantee for the Pacific Amphitheatre Concert Series. In addition, provide a per show cost in the event that the 23 show guarantee is exceeded. Fee will include the cost of any administrative and/or support staff that would be required to fulfill job requirements, as well as all labor and expenses, including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel,



## EXHIBIT A – SCOPE OF WORK (CONT.)

- accommodations, transportation and meals. All costs shall include California sales and any other taxes or fees, if applicable. Annual **not to exceed** amount will be paid over a twelve (12) month period.
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. 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.
  5. Contractor may be required to travel 2 to 3 times a year to meet with business partners involved in booking and/or marketing process. As meetings dedicated to the programming and marketing of the Pacific Amphitheatre, travel and accommodations will be paid for by the District. California Assembly Bill 1887 (AB 1887) prohibits the travel to certain states as a representative of the OC Fair & Event Center, an agency of the State of California. As per AB 1887, Contractor cannot be paid or reimbursed for travel to included states. A list of states subject to AB 1887 can be found at <https://oag.ca.gov/ab1887>
  6. For both Year-Round and Fair Time events, Contractor is expected to be on site from approximately the time the performer or performer representatives and/or staff arrive through the completion of the performance.
  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. Personnel shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District staff and production contractors, under the direction of the Entertainment Director to secure, promote, and stage live events; and to work toward integration of the Pacific Amphitheatre with the OC Fair.
  10. Contractor shall have excellent administrative skills and the ability to negotiate complete business deals with all points clearly defined and incorporated into performance contracts.
  11. Contractor shall have the ability to accept, work toward and meet deadlines.
  12. Contractor shall provide all support staff necessary to successfully fulfill marketing and booking responsibilities.
  13. Contractor will work with District staff to create and route all talent contracts and guarantees.
  14. To avoid instances that would cause direct or indirect booking conflicts, Bidder may not provide talent booking services for another paid-ticketed venue within a 100-mile radius including venues within Orange County, Los Angeles County, Riverside County and San Diego County. A direct booking conflict is considered any event, performance group or individual that the OC Fair might also pursue for any of its ticketed venues. An indirect booking conflict is considered any performance or individual that is similar enough to an event, performance or individual that the OC Fair might pursue which could compete for ticket sales. This restriction includes the individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
  15. To avoid any conflict of interest, Bidder may not, under any circumstance, either as an individual or as a representative of a company, represent performers who might be considered for a paid booking at any of the OC Fair ticketed venues. This restriction includes the individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
  16. To perform according to the Scope of Work and Contract Terms and Conditions contained herein at the fees specified in Exhibit H – Contracted Financial Proposal Bid Form.
  17. The District’s Request for Proposal (RFP) for Entertainment Marketing and Booking Services, May 15, 2020, MB-10-20 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.
  18. The Contractor’s proposal for Entertainment Marketing and Booking Services, MB-10-20, dated June 20, 2020, 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.)**

19. 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.
20. The District agrees to allow Contractor access to the District's property as necessary.
21. The term of this contract is from January 1, 2021 – December 31, 2022, with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.
22. The District agrees to pay Contractor a total amount not to exceed ONE MILLION NINETY SIX THOUSAND SIXTY SIX DOLLARS (\$1,096,066.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.
23. Estimated price breakdown is as follows based upon 23 day flat rate and 10 additional shows. The rate detail is included as Exhibit H – Contracted Financial Proposal Bid Form:

Entertainment Marketing and Booking Services	
01/01/21 – 12/31/21	\$206,322.00
01/01/22 – 12/31/22	\$220,122.00
01/01/23 – 12/31/23	\$220,122.00
01/01/24 – 12/31/24	\$220,122.00
01/01/25 – 12/31/25	\$229,378.00
<b>ESTIMATED FIVE YEAR TOTAL</b>	<b>\$1,096,066.00</b>

**D. TALENT BUYING**

1. Contractor shall establish, develop and maintain relationships with talent agents, artists and artist's representatives as a representative of the OC Fair & Event Center / Pacific Amphitheatre.
2. Contractor shall stay informed of industry trends and practices.
3. Contractor shall develop and utilize a strong knowledge of the Orange County and OC Fair / Pacific Amphitheatre demographic as it relates to entertainment programming and performance selection.
4. Contractor shall provide the Entertainment Director with research, marketing data, talent availability and recommendations for the Summer Concert Series at the Pacific Amphitheatre, and help to make programming decisions based on all available data. Final decisions to make offers will be made by the Entertainment Director.
5. Contractor shall develop profit and loss estimates for performances being considered.
6. Contractor shall develop performance offers based on profit and loss estimates, performance history and dialog with the Entertainment Director.
7. Contractor shall serve as the District's primary negotiator with talent agents. Responsibilities will include, but are not limited to, the most earnest effort in securing the best deal possible for the District, the creation and finalization of a comprehensive set of deal points which detail the agreement between the District and the agency and the development of performance contracts.
8. Contractor shall negotiate Pacific Amphitheatre performance deals that are to the greatest possible financial and attendance benefit to the OC Fair & Event Center / Pacific Amphitheatre.
9. Contractor shall provide specific event details to Entertainment Director, Pacific Amphitheatre Box Office Manager and Production Manager that will enable them to build events, put them on sale and advance performances.
10. Contractor shall create and maintain a booking calendar which details the status of all performance offers. This calendar should be kept on the District's common drive and available to the Senior Officer, Finance Department and the Entertainment Director.
11. Contractor shall provide liaison and contract follow through with artist representatives on all aspects of contracted performances – including marketing, box office and production – prior to and on the day of the performance.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

12. Contractor shall be responsible for decisions and solving problems including analyzing information and evaluating results to choose the best solution and solve problems.
13. Contractor shall be available for regular meetings and/or conference calls to ensure an integrated booking and marketing operation.
14. Contractor shall be available to lend booking and marketing skills to other District entertainment venues (i.e. The Hangar or Action Sports Arena) as needed at no additional cost.

**E. EVENT MARKETING**

1. Contractor shall work with the Entertainment Director to establish and monitor marketing budgets.
2. Contractor shall be responsible for the development of new, innovative, and creative ways of attracting people and prompting them to purchase tickets to events.
3. Contractor shall demonstrate a thorough knowledge and understanding of the Southern California live music performance market, especially as it relates to Orange County.
4. Contractor shall research talent history and performance, provide market data, and make recommendations on the most effective and efficient marketing strategies possible.
5. Contractor shall develop, implement and oversee the overall marketing and promotions plans for the Pacific Amphitheatre.
6. Contractor shall maintain a strong knowledge of current marketing trends and make recommendations on the most effective use of marketing budgets.
7. Contractor shall establish and monitor advertising content, overall approval process and placement schedule.
8. Contractor shall work directly with the District's Creative Services team to produce the most dynamic and effective marketing pieces possible.
9. Contractor shall confer with the District's Marketing team to optimize integration between the Pacific Amphitheatre and the annual OC Fair to the highest degree possible.
10. Contractor shall work directly with the District's Director of Communications on all social media programs.
11. Contractor shall work directly with the District's Sales and Sponsorship team to ensure that all appropriate sponsorship content is included in marketing pieces when appropriate.
12. Contractor shall develop and maintain marketing contracts.
13. Contractor shall orchestrate all advertising buys with various media partners.
14. Contractor shall engage in direct marketing efforts and promotions to maximize ticket sales.
15. Contractor shall be responsible for the development of promotional programs with radio stations, Internet, print and television partners in the most economical way possible.
16. Contractor shall work directly with ticket service provider marketing team in order to take full advantage of additional marketing opportunities.
17. Contractor shall provide liaison and contract follow through with artist representatives on all aspects of contracted performances, including marketing, box office and production, prior to and on the day of the event.
18. Contractor shall analyze daily sales data and make recommendations on marketing and promotional efforts based this data.
19. The Contractor shall be responsible for providing a season end report and evaluation of the marketing and promotional efforts for the Pacific Amphitheatre concert season.
20. Contractor shall be available to lend booking and marketing skills to other District entertainment venues (i.e. The Hangar or Action Sports Arena) as needed at no additional cost.



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

**BUDGET DETAIL:**

District Account #: 5100-72

**PAYMENT PROVISIONS:**

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; 50091
4. Detailed work logs and hours by Service Type for the labor required to fulfill these services;
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:

**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 (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.)

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

**2. LABOR CODE/WORKERS' COMPENSATION:**

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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

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

**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 – 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 E – 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 E – OC FAIR & EVENT CENTER PROCEDURES (CONT.)

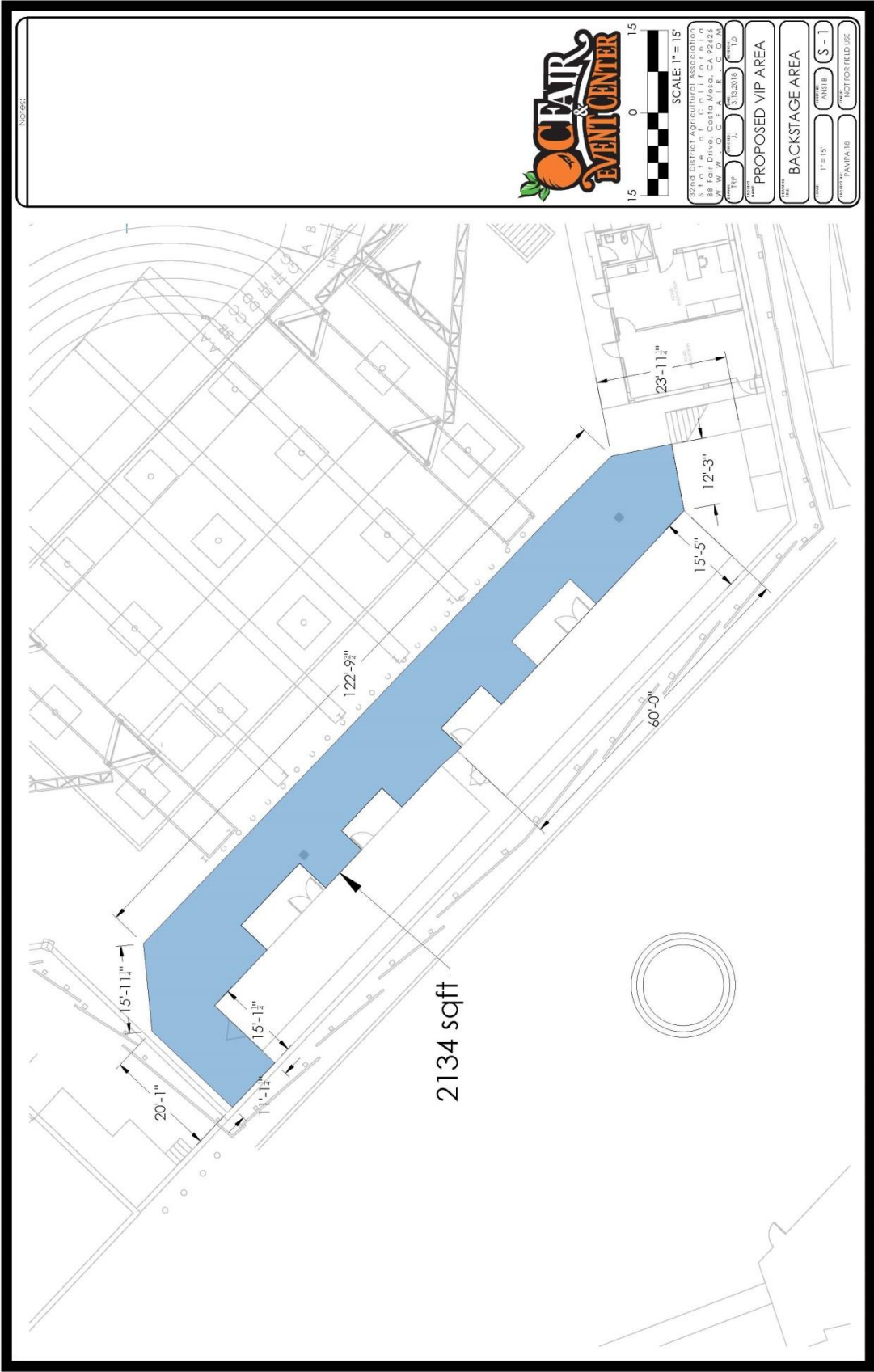
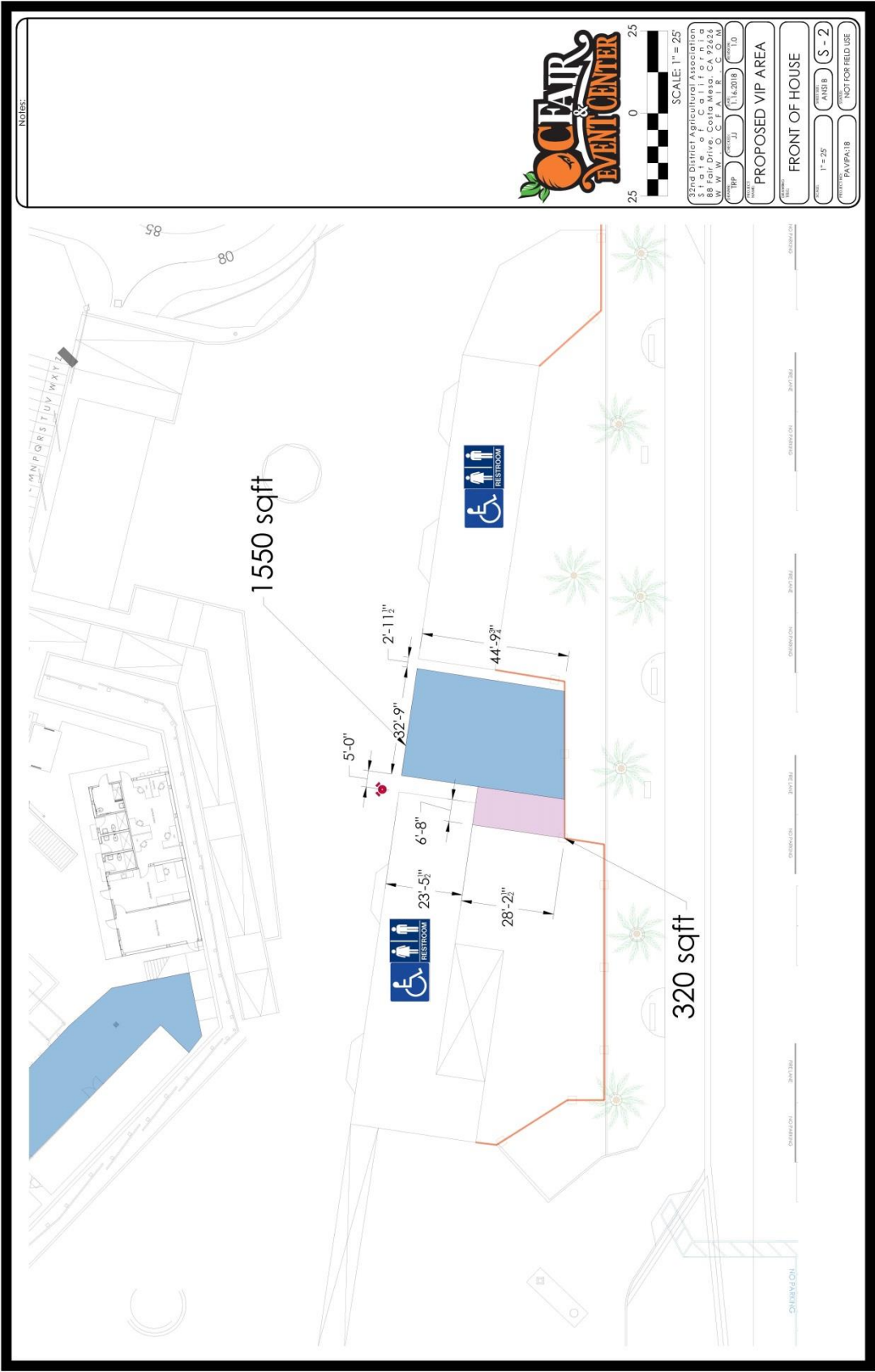




EXHIBIT E – OC FAIR & EVENT CENTER PROCEDURES (CONT.)



## **EXHIBIT E – 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 OC FEC Pacific Amphitheater Security Manager and Director of Entertainment. (per attached layout)
2. OC FEC 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 OC FEC 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 OC FEC must be through the OC FEC's Master Concessionaire at a cash or host bar, and staffed by trained OC FEC 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 OC FEC wristband. To obtain an OC FEC 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 OC FEC wristband on his or her right wrist. Artists and band members performing at the OC FEC 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 therefore 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 OC FEC Event Coordinator, said coordinator will work with OC FEC Pac Amp security manager and staff. All guests will be on the lists provided.

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

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.
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 3<sup>rd</sup> 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 E – 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 & Greet.
- 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 E-

**EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES**

**V06042020**

**1. SCOPE**

As a result of the worldwide COVID-19 pandemic, the 32<sup>nd</sup> District Agricultural Association (OCFEC) implemented numerous essential protocols and procedures to protect OCFEC staff, renters, event promoter/producer employees, exhibitors, vendors, contractors, subcontractors, volunteers and members of the public. These protocols and procedures do not supersede or replace any existing orders issued by local governments, the State of California or the Federal Government. The protocol and procedure guidelines (COVID-19 Guidelines) apply equally to all organizations and persons doing business on OCFEC property, both public and private, and all event types, commercial, trade or other, hosted at the OCFEC.

**2. SICK, ELDERLY AND VULNERABLE PERSONS**

Anyone who feels sick should remain at home. In addition, high-risk persons who are over 65 years of age, or anyone with chronic illness or underlying medical conditions, should continue to follow recommendations to stay at home and limit public interaction.

**3. PHYSICAL DISTANCING IN THE WORKPLACE**

Physical distancing of a minimum of six (6) feet should be maintained between customer-facing employees and the general public, and – to the extent practical – between employees in the field or at employee workstations. Where isolation of employees in the field or at employee workstations is impractical, face coverings must be worn without exception.

**4. HANDWASHING, PERSONAL PROTECTIVE EQUIPMENT, AND TESTING**

Renters, event promoters, event producers, exhibitors, vendors, and their respective contractors, subcontractors and volunteers (collectively, “Business Partners”) conducting business at the OCFEC must require all customer-facing employees to either wash their hands or use hand sanitizer every thirty minutes, or wear disposable gloves which are to be changed as frequently as specified by guidelines established for each applicable job assignment. Face coverings must be provided to all employees.

Before starting a shift, all OCFEC employees and all Business Partner employees, must have their temperatures taken and documented, and individual(s) will not be permitted to remain at work if the temperature reading exceeds 100.4 degrees (°) Fahrenheit. Affected individual(s) may only return to work after registering and documenting their temperature reading below 100.4° Fahrenheit for seventy-two (72) consecutive hours.

All OCFEC event attendees, before entering OCFEC premises, must have their temperatures taken and documented. Any OCFEC event attendee with a temperature reading above 100.4° Fahrenheit will not be permitted to attend the event and will be required to immediately leave the OCFEC premises. Paid admission/parking fee refunds will be subject to processing schedule.

All competitive professional and amateur sports participants, including youth sports participants, must be tested for COVID-19 at least one (1) week before the date of the scheduled competition, and will not be permitted to compete if the intended participant tests positive for COVID-19. If the intended participant tests positive for COVID-19, he/she will not be allowed to participate in any activities at the OCFEC until after (i) receiving a negative result on a subsequent COVID-19 test and (ii) satisfying the specified 14-day (or otherwise governmentally specified) COVID-19 quarantine period.



**EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)**

OCFEC Business Partners should make every effort to limit physical touch points at their respective places of business, including at the OCFEC. All OCFEC event promoters must significantly increase frequency of sanitation and disinfection measures at all workstations and equipment that come into contact with OCFEC employees and the general public. All OCFEC Business Partners must assess and identify the frequency of necessary sanitation and disinfection practices, and will review and agree upon a sanitation and disinfection schedule with the OCFEC.

Face coverings and disposable gloves must be worn by all OCFEC Business Partner customer-facing employees. All OCFEC event attendees and visitors must wear appropriate face coverings. Physical barriers, if available, are preferred but not required as the general public will make the personal decision of whether to attend an event at the OCFEC and/or patronize an OCFEC Business Partner. For the benefit of the public, OCFEC employees and Business Partner employees, handwashing or hand sanitizing should be done as soon as possible following the handling of materials that come in contact with the general public.

**5. EVENT ATTENDANCE LIMITATIONS**

Attendance at all OCFEC events, including all move-in and move-out activities, must be limited at any given time, to no more than the current maximum attendance levels permitted by all applicable local and state orders or laws.

OCFEC Business Partners must establish and actively enforce measures to monitor and ensure attendance limitation compliance. If an OCFEC Business Partner fails to comply with event attendance limitations, the OCFEC in its sole and absolute discretion may cancel the event without notice and refer the matter to local law enforcement.

**6. OCFEC BUSINESS PARTNER COMPLIANCE**

OCFEC Business Partners shall make every effort to assure compliance with COVID-19 related mitigation requirements. If an OCFEC Business Partner fails to comply with these COVID-19 Guidelines, the OCFEC in its sole and absolute discretion may close non-compliant event spaces, exhibitor spaces or other such rental spaces, or may cancel the event without notice and refer the matter to local law enforcement.

**7. COVID-19 RELEASE AND WAIVER OF LIABILITY**

As consideration for being permitted to conduct event activities at the OCFEC, OCFEC Business Partners must acknowledge and agree to all COVID-19 Pandemic and related governmental orders, directives and guidelines, and forever release the 32<sup>nd</sup> District Agricultural Association, the State, California Fair Services Authority ("CFSA"), the County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that OCFEC Business Partner, OCFEC Business Partner's employees, contractors, subcontractors, exhibitors, vendors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) OCFEC Business Partner's participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not the OCFEC Business Partner is then participating in the activities.



**EXHIBIT F - COVID-19 INFECTION MITIGATION PROTOCOL & PROCEDURE GUIDELINES (CONT.)**

**8. EVENT ORGANIZATION PROTOCOLS**

Each OC FEC Business Partner must submit event organization-specific COVID-19 related infection mitigation protocols and procedures for OC FEC review and approval no later thirty (30) days before the event's scheduled move-in date. The OC FEC reserves the right to reject any protocols and procedures that are in conflict with, or are less stringent than, the COVID-19 Guidelines. If the OC FEC rejects the OC FEC Business Partner's COVID-19 related infection mitigation protocols and procedures, the OC FEC Business Partner must resubmit revised infection mitigation protocols and procedures for review no less than fifteen (15) days before the event's scheduled move-in date. If OC FEC Business Partner fails to submit the COVID-19 related infection mitigation protocols and procedures on time, the OC FEC in its sole and absolute discretion may terminate the agreement and cancel the event without notice.

**9. FURTHER ACTION AS NECESSARY**

The OC FEC reserves the right to modify these COVID-19 Guidelines as circumstances warrant. Specifically, the OC FEC recognizes that additional restrictions not reflected in these guidelines may be necessary to address the health and safety of certain populations depending upon their age or underlying health concerns, or otherwise to address medical issues as they arise.

**I HAVE CAREFULLY READ THIS AGREEMENT EXHIBIT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACTUAL AGREEMENT BETWEEN MYSELF AND THE 32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION, THE STATE, CFSA, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.**

Executed on \_\_\_\_\_, 20\_\_\_\_.

**OC FEC BUSINESS PARTNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

-End Exhibit F-

## **EXHIBIT G – ADDITIONAL CONTRACT TERMS AND CONDITIONS**

These terms and conditions are in addition to those contained in the CCC-307 Certification, GTC 04/2017 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part X - 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 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.

### **5. 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.

### **6. 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.

### **7. 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.

### **8. 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.

**EXHIBIT G – ADDITIONAL CONTRACT TERMS AND CONDITIONS (CONT.)**

**9. 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 have in their possession 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 on 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. FIRE REGULATIONS**

All fire regulations as prescribed by the State Fire Marshal must be strictly observed.

**15. TRAVEL, TRANSPORTATION AND ACCOMMODATIONS**

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations during the summer concert series.

**EXHIBIT G – ADDITIONAL CONTRACT TERMS AND CONDITIONS (CONT.)**

**16. 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](mailto: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.

**17. PAYMENT**

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

**18. 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.

**19. 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 X – Forms).

**20. 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 regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety 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

## **EXHIBIT G – ADDITIONAL CONTRACT TERMS AND CONDITIONS (CONT.)**

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.

### **21. GRATUITIES**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> 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.

### **22. 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.

### **23. 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.

### **24. TERMINATION**

The District reserves the right to terminate any contract with or without cause at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

### **25. ANTICIPATED CONTRACT TERM**

The term of the Entertainment Marketing and Event Services contract shall be from January 1, 2021 through December 31, 2022 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association. The agreement options are to be exercised independently and at the sole discretion of the District.

**EXHIBIT G – ADDITIONAL CONTRACT TERMS AND CONDITIONS (CONT.)**

**26. FORCE MAJEURE**

If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, 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 or the Pacific Amphitheatre season 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 suspend the current agreement and all monthly payments to the Contractor, until such Force Majeure event has ceased or cured and The District is again able to operate the Pacific Amphitheatre or the annual OC Fair. In this instance, all work by the Contractor shall cease until the mutually agreed upon resumption of the agreement.

The party claiming Force Majeure agrees to take commercially reasonable steps to mitigate the effects of any Force Majeure event, and to continuously and diligently attempt to cure such Force Majeure event, if possible.

The party claiming a suspension by reason of Force Majeure must, in order to assess such claim, deliver written notice of the claimed occurrence of the applicable event of Force Majeure. Such notice must be delivered within a reasonable time period after discovery of the Force Majeure event, taking into account the nature of the Force Majeure, provided, however, that in all events such notice, to be effective, must be delivered within ten (10) Business Days of the occurrence of the applicable event.

If either party is unable to perform for any cause beyond its reasonable control for a period in excess of ninety (90) days, then either party may terminate this Agreement upon thirty (30) days' written notice to the other party without further liability.

-End Exhibit G-

## EXHIBIT H – CONTRACTED FINANCIAL PROPOSAL BID FORM

### Form A-3: FINANCIAL PROPOSAL BID FORM RFP NUMBER MB-10-20

*The "Financial Proposal Bid Form" will be used to determine the "not to exceed" amount of the contract. Amount will be distributed over a twelve (12) month period upon receipt of proper invoice.*

Submit a flat fee bid based on a 23 show guarantee for the Pacific Amphitheatre Concert Series. In addition, provide a per show cost in the event that the 23 show guarantee is exceeded. Annual not to exceed amount will be paid over a twelve (12) month period.

2021	Summer Concert Series	\$ 171,322	Per Show Fee	\$ 3500
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**Option Years:**

2022	Summer Concert Series	\$ 185,122	Per Show Fee	\$3500
2023	Summer Concert Series	\$ 185,122	Per Show Fee	\$ 3500
2024	Summer Concert Series	\$185,122	Per Show Fee	\$ 3500
2025	Summer Concert Series	\$194,378	Per Show Fee	\$3500

<b>Grand Total of Summer Concert Series (Including Option Years)</b>	<b>\$922,066</b>
--	------------------

Bids must be received no later than 11:00 a.m., Monday, June 15, 2020, clearly marked "ENTERTAINMENT MARKETING & BOOKING SPECIALIST".

All bidders must complete the following information and sign this form in order for the "Financial Proposal Bid Form" to be considered.

Bidder certifies to the District that bidder has thoroughly familiarized self with the District facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

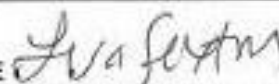
By its signature on this proposal form, the bidder certifies that he/she has read and understood the RFP package including the information regarding bid protests. Further bidder certifies that the information provided by the bidder is accurate, true and correct, and not intended to mislead the District in any manner.

**COMPANY** Lisa Sexton **DATE** 05/18/20

**ADDRESS** 787 Crescent Ave

**CITY** Santa Maria **STATE** CA **ZIP** 93455

**FEDERAL I.D. NUMBER** 561-51-1360 **PHONE** 714-745-3957

**NAME** Lisa Sexton **SIGNATURE**  **TITLE** Entertainment Marketing & Booking Specialist



**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 03/2019)

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☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER

**SA-281-18YR**

REGISTRATION NUMBER

AMENDMENT NUMBER

**#1**

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**TANDEM PARTNERSHIPS**

2. The term of this **FED ID: 94-3288680**

Agreement is **12/01/2018** through **11/30/2021**

3. The maximum amount of this **COMMISSION**

Agreement after this amendment is:

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-281-18YR, dated December 1, 2018, between the 32<sup>nd</sup> District Agriculture Association and Tandem Partnerships is hereby amended as follows**

1. This amendment effective date is December 1, 2021.
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 sales services for the OC Fair & Event Center by exercising the first option year.

**STATE AGREES:**

1. To pay Contractor the commission rates as agreed per contract.

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

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

**TANDEM PARTNERSHIPS**

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Taylor Safford, CEO**

CONTRACTOR BUSINESS ADDRESS

**P.O Box 193730, San Francisco, CA 94119****Email: [taylor@pier39.com](mailto:taylor@pier39.com); phone (415) 705-5500****STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Chief Executive Officer**

CONTRACTING AGENCY ADDRESS

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

**CALIFORNIA**  
Department of General Services  
Use Only

☐ Exempt per:

**CONTRACTOR PERFORMANCE EVALUATION**

<b>CONTRACTOR'S COMPANY NAME:</b> TANDEM PARTNERSHIPS		<b>CONTRACT NUMBER:</b> SA-281-18YR		<b>AMENDMENT NUMBER:</b> #1	
<b>OCFEC CONTRACT MANAGER'S NAME:</b> Joan Hamill		<b>TITLE:</b> Chief Business Development Officer		<b>DEPARTMENT:</b>  	
				<b>PHONE NUMBER:</b> (714) 708-1520	
<b>TYPE OF SERVICE:</b> Sponsorship, Sales Services					
<b>ORIGINAL CONTRACT TERM</b> (not including options)		<b>START DATE:</b> 12/1/2018		<b>END DATE:</b> 11/30/2020	
<b>ORIGINAL CONTRACT AMOUNT:</b> Commission					
<b>EXERCISE OPTION YEAR 1</b>		<b>EXERCISE OPTION YEAR 2</b>		<b>EXERCISE OPTION YEAR 3</b>	
TERM: <u>12/01/20</u> to <u>11/30/21</u>		TERM: <u>12/01/21</u> to <u>11/30/22</u>		TERM: <u>12/01/22</u> to <u>11/30/23</u>	
<input checked="" type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
AMENDMENT AMOUNT: Commission		AMENDMENT AMOUNT: Commission		AMENDMENT AMOUNT: Commission	
<b>TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS:</b> Commission					

Please provide a rating for the contractor's performance, in each of the following areas.	Points 1-10
<b>Rating Key:</b> 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.	5
3. Contractor and staff's knowledge of the contract requirements	8
4. Contractor's cooperation/communication with the OC Fair & Event Center	4
5. Contractor's adherence to specified contract timelines/deadlines	5
6. Contractor's ability to work within contract amount	8
7. Effectiveness of Contractor's Project Manager	6
8. Accuracy of invoices	8
<b>Overall Rating – Total points out of 80 points possible</b>	<b>51</b>

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: Joan Hamill PRINT NAME: Joan Hamill DATE: 10/07/2020

<b>Tenant Liaison Committee Approval    Date:</b>		
<input type="checkbox"/> Contract Extension Approved	<input type="checkbox"/> Contract Extension Denied	
Name: _____	Signature: _____	Date: _____

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 03/2019)

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☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER

**SA-251-19YR**

REGISTRATION NUMBER

AMENDMENT NUMBER

**#1**

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**MOSS ADAMS LLP**

2. The term of this

**FED ID: 91-0189318**

Agreement is

**09/03/2019**

through

**12/31/2021****(First option year)**

3. The maximum amount of this **\$72,000.00 Amendment**

Agreement after this amendment is:

**\$117,000.00; \$261,000.00 inclusion option years****09/03/2019-12/31/2020 - \$45,000; \$72,000 each option year**

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-251-19YR, dated September 03, 2019, between the District and Moss Adams LLP for board of directors governance consulting services for the OC Fair & Event Center, is hereby amended as follows:**

1. This amendment effective date is January 1, 2021.

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 board of directors governance consulting services for the OC Fair & Event Center by exercising the first option year at not to exceed SEVENTY TWO THOUSAND DOLLARS AND 00/100 (\$72,000.00)

**STATE AGREES:**

1. To pay Contractor a total amount not to exceed ONE HUNDRED SEVENTEEN THOUSAND DOLLARS AND 00/100 (\$117,000.00); TWO HUNDRED SIXTY ONE THOUSAND DOLLARS 00/100 (\$261,000.00) with inclusion of option years upon satisfactory completion of work herein required and upon receipt of proper invoice.

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

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

**MOSS ADAMS, LLC**

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Mark Steranka, Partner**

CONTRACTOR BUSINESS ADDRESS

**999 Third Avenue, Suite 2800, Seattle, WA 98104****Email: Mark.steranka@mossadams.com; phone (206) 302-6409****STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

AUTHORIZED SIGNATURE



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Michele Richards, Chief Executive Officer**

CONTRACTING AGENCY ADDRESS

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

**CALIFORNIA**  
Department of General Services  
Use Only

☐ Exempt per:

**CONTRACTOR PERFORMANCE EVALUATION**

<b>CONTRACTOR'S COMPANY NAME:</b> MOSS ADAMS LLP		<b>CONTRACT NUMBER:</b> SA-251-19YR	<b>AMENDMENT NUMBER:</b> A#1
<b>OCFEC CONTRACT MANAGER'S NAME:</b> Michele Richards, CEO, Administration, (714) 708-1716		<b>TITLE:</b>	<b>DEPARTMENT:</b>
<b>PHONE NUMBER:</b>			
<b>TYPE OF SERVICE:</b> Board governance policies consulting services			
<b>ORIGINAL CONTRACT TERM</b> (not including options)	<b>START DATE:</b> 9/3/2019	<b>END DATE:</b> 12/31/2020	<b>ORIGINAL CONTRACT AMOUNT:</b> \$45,000.00
<b>EXERCISE OPTION YEAR 1</b> TERM: <u>1/1/2021</u> to 12/31/2021 AMENDMENT AMOUNT: \$72,000.00	<b>EXERCISE OPTION YEAR 2</b> TERM: <u>1/1/2022</u> to <u>12/31/2022</u> AMENDMENT AMOUNT: \$72,000.00	<b>EXERCISE OPTION YEAR 3</b> TERM: <u>1/1/2023</u> to <u>12/31/2023</u> AMENDMENT AMOUNT: \$72,000.00	
<b>TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS: \$261,000.00</b>			

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.	9
2. Quality of Contractor's work.	8
3. Contractor and staff's knowledge of the contract requirements	8
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	9
7. Effectiveness of Contractor's Project Manager	8
8. Accuracy of invoices	9
Overall Rating – Total points out of 80 points possible	71

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: Michele A. Richards PRINT NAME: Michele A. Richards DATE: 10-16-2020

Tenant Liaison Committee Approval Date:

☐

Contract Extension Approved

☐

Contract Extension Denied

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 03/2019)

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AGREEMENT NUMBER

**SA-005-21MB**

REGISTRATION NUMBER

AMENDMENT NUMBER

**#1**

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

CONTRACTING AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR & EVENT CENTER**

CONTRACTOR NAME

**LISA SEXTON**

2. The term of this

**FED ID: 04-3741072**Agreement is **01/01/2021** through **12/31/2022**

3. The maximum amount of this **\$426,444.00 (assumes 23 day season plus 10 additional shows)**  
Agreement after this amendment is: **Not to exceed \$1,096,066.00 with inclusion of option years.**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

**Standard Agreement #005-21MB, dated January 1, 2021, between the District and Lisa Sexton is hereby amended as follows:**

**STATE AND CONTRACTOR AGREE:**

1. To amend Exhibit A – Scope of Work Item A.1.b . to read “approximately” ten shows instead of “up to” ten shows.
2. To add under Exhibit A – Scope of Work Item B: “In unusual circumstances when services must be reduced or temporarily suspended, e.g. a pandemic, the District reserves the right to adjust services accordingly with a corresponding adjustment to payment.”
3. To add under Exhibit A – Scope of Work Item B: “Contractor and personnel will abide by and communicate all health, safety and security procedures. It is the responsibility of the Contractor to ensure that all support staff, agents, performers and performers management and crew are aware of these procedures.”
4. To amend Exhibit A – Scope of Work Item C.5. to read “Contractor shall **work with Entertainment Director** to develop profit and loss estimates for performances being considered.”
5. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

**Effective date of this amendment is 01/01/21**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>LISA SEXTON</b>		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Lisa Sexton</b>		
CONTRACTOR BUSINESS ADDRESS		
<b>787 Crescent Ave., Santa Maria , CA 93455</b>		
<b>lsexton@ocfair.com</b>		
<b>STATE OF CALIFORNIA</b>		<input type="checkbox"/> Exempt per:
CONTRACTING AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION / OC FAIR &amp; EVENT CENTER</b>		
AUTHORIZED SIGNATURE	DATE SIGNED	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Michele Richards, Chief Executive Officer or</b>		
<b>Joan Hamill, Chief Business Development Officer</b>		
CONTRACTING AGENCY ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Account #: 5100-72