RESOLUTION - ACTION REQUESTED 2015-309

MEETING: June 23, 2015
TO: The Board of Supervisors
FROM: Doug Binnewies, Sheriff-Coronier-Public Administrator
RE: 2015 Fair Security Contract

RECOMMENDED ACTION AND JUSTIFICATION:
Approve an Agreement with 35-A District Agricultural Association for Security at the 2015 Mariposa County Fair, and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Sheriff's Community Organized Policing Effort (SCOPE) has been providing Fairground security and other related services to the 35-A District Fair (Mariposa County Fair) for more than ten years. These services have been the major funding source for SCOPE and have provided a great cost savings to the 35-A District Fair as well as allowing for a dependable security force that provides the guests with the best Fair experience and safest environment possible.

The attached contract (#2015-11) reflects the services that SCOPE will be performing and in return, the 35-A District Fair will pay to SCOPE a total amount of Seven Thousand Dollars ($7,000).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Sheriff's Community Organized Policing Effort (SCOPE) has been providing Fairground security and other related services to the 35-A District Fair (Mariposa County Fair) for more than 10 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Agreement. In all likelihood it will be necessary for the 35-A District Fair to contract with a private security company for services.

FINANCIAL IMPACT:
None

ATTACHMENTS:
2015 Mariposa County Fair Security Contract (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
**STATE OF CALIFORNIA**

**SHORT FORM CONTRACT**  
(For agreements up to $9,999.99)  
STD. 212 (Revised 8/2003)

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
<th>AM. NO.</th>
<th>FEDERAL TAXPAYER ID. NUMBER</th>
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FOR STATE USE ONLY

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- Late reason  
- Public Works Contractor's License  
- Exempt from bidding

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1. The parties to this agreement are:

- **STATE AGENCY’S NAME**, hereafter called the State.  
- **CONTRACTOR’S NAME**, hereafter called the Contractor.

   35-A District Agricultural Association  
   MARIPOSA COUNTY

2. The agreement term is from **September 2, 2015** through **September 7, 2015**

3. The maximum amount payable is **$ 7000.00** (seven thousand dollars) pursuant to the following charges:

   - Wages/Labor $  
   - Parts/Supplies $  
   - Taxes $  
   - Other $ 7000.00  
   (Attach list if applicable.)

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

   - ITEMIZED INVOICE  
   - OTHER  
   At successful completion of the terms of the agreement

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

   - ADDITIONAL PAGES ATTACHED  
   SEE ATTACHED PAGES

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

- [ ] GTC*SF  
- [ ] GIA*  

   *If not attached, view at www.dgs.ca.gov/contracts/.

- [ ] Other Exhibits (List) CCC-103 Certification.  
- [x] FE-13 Insurance  
- { } Workers Comp Statement  
- [x] Workers Comp (if required)

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

**STATE OF CALIFORNIA**  

<table>
<thead>
<tr>
<th>AGENCY NAME</th>
<th>CONTRACTOR</th>
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</thead>
</table>
| 35-A District Agricultural Association | CONTRACTOR’S NAME (If other than an individual, state whether a corporation, partnership, etc.)  
  Mariposa County |

<table>
<thead>
<tr>
<th>BY (Authorized Signature)</th>
<th>DATE SIGNED</th>
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</table>
| Brian Bull, CEO/General Manager | 2-18-15  
  PRINTED NAME AND TITLE OF PERSON SIGNING |

<table>
<thead>
<tr>
<th>PRINTED NAME AND TITLE OF PERSON SIGNING</th>
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</thead>
</table>
| Brian Bull, CEO/General Manager  
  ADDRESS  
  5007 Fairgrounds Road, Mariposa, California 95338 |

<table>
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<tr>
<th>FUND TITLE</th>
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<th>FISCAL YEAR</th>
<th>CHAPTER</th>
<th>STATUTE</th>
<th>OBJECT CODE</th>
<th>SIGNATURE OF ACCOUNTING OFFICER</th>
<th>DATE SIGNED</th>
</tr>
</thead>
</table>
| 2015        |         |         |             | Dr. Bull  
  2-18-15 |
CONTRACTOR AGREES:
1. To provide Mariposa County Sheriff’s Department, S.C.O.P.E. to organize and supervise personnel to act as ticket takers, cashier escorts, ticket takers and ushers for grandstand events and roving personnel including supervisory personnel during the 35-A District Agricultural Association fair to be held September 2 through September 7, 2015 located at 5007 Fairgrounds Road, Mariposa, California according to the attached schedule. Attached schedule is hereby made a part of this agreement.
2. To perform other related duties per agreement with fair management to directing pre-fair parking of exhibitors, concessionaires and commercial exhibitors (September 2 – September 7, 2015).
3. All personnel to be dressed in identical uniforms.
4. That work schedule may be revised by fair management to meet needs due to changes in fair events and activities.
5. To provide radio communication for personnel and one radio for the fair office.
6. To provide fair management with written record of hours worked including description of duties at the end of the event.

STATE AGREES:
1. To pay S.C.O.P.E. the sum of $7000.00 (SEVEN THOUSAND DOLLARS) upon satisfactory completion of the terms of this agreement.

###
SECURITY
2015 MARIPOSA COUNTY FAIR

NOTE: SCHEDULE MAY BE REVISED TO REFLECT CHANGES IN PROGRAM

RADIO CONTACT: Fair office and Security personnel need the ability for radio communication at all times Security is performing duties for the fair. Fair will need name of shift supervisor and/or proper call sign. Fair can be addressed "fair office".

Fair will supply sample "ticket boards" for each gate which shows proper passes and other pertinent information.

Note: The use of "person" in job descriptions below indicates the number of persons required at one time. It does not mean the same person has to be on duty the entire time.

Wednesday, September 2nd:
9 AM - 8 PM. 1 person. Direct parking in concessionaire parking area and livestock exhibitor RV/tent parking area. Spot RV’s, food refrigeration trucks, tents, etc. to maximize use of available space. People will arrive on an intermittent basis. Fair will provide a list of all those who have requested space. Gates are kept locked and access is granted only by Security who will direct the parking. Anyone who has not pre-registered for parking space is on stand by on a space available basis.

Thursday, September 3rd:
9 AM - 8 PM. 1 person. Direct parking in concessionaire parking area and livestock exhibitor RV/tent parking area. Spot RV’s, food refrigeration trucks, tents, etc. to maximize use of available space.

Friday, September 4th:
8 AM – Midnight: Direct parking in concessionaire parking area. Monitors access into concessionaire parking area to those who possess the correct pass. Spots any late coming RV’s or food storage trucks, etc. At midnight, shut the gate but don’t lock it. No ticket sales at this gate on any day.

8 AM – Midnight: Direct parking in livestock exhibitor RV/tent parking area. No ticket sales at this gate on any day. Is entrance and exit for livestock exhibitors. Must have proper pass for vehicle and/or person to enter this gate.

9 AM – 11 AM. Office Gate. Let commercial exhibitors in and out while they set up their booths.

2:30 PM - 5 PM: 1 person in livestock area. Coordinate with livestock superintendent to assist with getting livestock exhibitor vehicles out of the grounds.

Beer Garden: 12 NOON - 12 AM: 2 People
Check ID’s. Assist with refusal of service to intoxicated persons, etc. Beer sales stop at midnight.

Roving Personnel:
4 PM - Midnight: 4 people. Two in livestock area, upper fairgrounds. Two on midway, lower fairgrounds.
Midnight - 8 AM: 2 people: In livestock area, upper fairgrounds, midway and lower fairgrounds.

*Use one rover from approx 6 PM - 10 PM in RV #5 behind arena to watch for fence jumpers into the area.
*Use two rovers from approx 8:30 AM to 10:30 AM to work with livestock superintendent re: getting vehicles moved out of the livestock area.

Grandstand:
"Family Fun Night" is over, approx. 9 PM,

Gates: Welcome fairgoers, check for proper passes, take tickets, stamp hands, give out programs.
Main Ticket Gate: 2 people: 12 NOON - Midnight. Escort last seller to fair office or until ticket booth is closed.
Back Ticket Gate: 1 person: 12 NOON - Midnight. Escort last seller to fair office, or until ticket booth is closed
Concession Gate: 1 person 8 AM-Midnight. Shut gate at midnight. Don't lock it.
Carnival Gate: 1 person: 12 NOON - Midnight. No ticket sales at this gate. Walk thru for carnival employees only.
Livestock Gate: 1 person. 6 AM-11 PM. Lock gate when leave at 11 PM
Cowboy Gate: 1 person: 5:00 PM till race is over. Dachshund race contestants, Wheel Barrel Race

Saturday, September 5th:

Gates:
Main Ticket Gate: 1 person 8 AM-Noon. 2 people Noon-Midnight. Escort last seller to fair office.
Back Ticket Gate: 1 person 8 AM-Midnight. Escort last seller to fair office or until Ticket booth is closed.
Concession Gate: 1 person 8 AM-Midnight. Shut gate at midnight. Don't lock it.
Carnival Gate: 1 person 10 AM-Midnight. Access by carnival employees only.
Livestock Gate: 1 person. 6 AM-11 PM. Lock gate when leave at 11 PM.
Cowboy Gate: 1 person 7 AM to about 5:00 PM. Horse Show contestants during the day enter and exit through this gate. They will have a pass issued by the fair for themselves and up to three family members. No admission after horse show is over. During Destruction Derby NO ONE ENTERS this gate. Only allow exit from arena pit crew and derby participants for restroom use and return.
Beer Garden: 10 AM - 2 PM: 1 Person
Check ID's. Assist with refusal of service to intoxicated persons, etc. Beer sales stop at midnight
Roving Personnel:
8 AM - Midnight: 4 people. Two in livestock area, upper fairgrounds. Two on midway, lower fairgrounds.
*Use one rover from approx 6 PM - 10 PM in RV #5 behind arena to watch for fence jumpers into the Destruction Derby pit area.
*Use two rovers from approx 8:30 AM to 10:30 AM to work with livestock superintendent re: getting vehicles moved out of the livestock area.

Grandstand:
Get people into the Destruction Derby
After horse show is over, approx. 4-5 PM, clear the stands and lock all gates. 6:00 PM: Gates open for ticket holders to Destruction Derby. DO NOT TEAR TICKET IN HALF-PATRONS WILL SHOW AND KEEP TICKET AND GO DIRECTLY INTO GRANDSTAND. ONLY TEAR TICKETS IF THEY LEAVE GRANDSTAND AND WILL RETURN. Ushers inside will help direct people to proper seats, mediate disagreements or confusion over seats.
2 people at each entrance gate (2 gates) to take tickets.
Ushers: 2 in Section C/D, 2 in Section A/B, 1 to man Wheelchair lift.
Show is supposed to run from 7 PM to 10:30 PM.
Back Arena Gate: 4 PM till Derby is finished.

Sunday, September 6th:

Gates:
Main Ticket Gate: 1 person 8 AM-Noon. 2 people Noon-Midnight. Escort last seller to fair office.
Back Ticket Gate: 1 person 8 AM-Midnight. Escort last seller to fair office or until Ticket booth is closed.
Concession Gate: 1 person 8 AM-Midnight. Shut gate at midnight. Do not lock it.
Carnival Gate: 1 person 10 AM-Midnight. Access by carnival employees only.
Livestock Gate: 1 person. 6 AM-11 PM.
Cowboy Gate: 1 person 7 AM to about 5:00 PM. Horse Show contestants during the day enter and exit through this gate. They will have a pass issued by the fair for themselves and up to three family members. No admission after horse show is over. Rodeo participants will start to arrive in the afternoon. They enter through this gate to sign in with the event secretary. The fair does not issue passes to Rodeo participants.
Beer Garden: 10 AM - 2 PM: 1 Person
Check ID's. Assist with refusal of service to intoxicated persons, etc. Beer sales stop at midnight.
Roving Personnel:
8 AM - Midnight: 4 people. Two in livestock area, upper fairgrounds. Two on midway, lower fairgrounds.
*Use one rover from approx 7 PM - 10 PM in RV #5 behind arena to watch for fence jumpers into the Rodeo pit area.
*Use two rovers from approx 8:30 AM to 10:30 AM to work with livestock superintendent re: getting vehicles moved out of the livestock area.

Rodeo: The show contractor will provide a person to monitor access through the cowboy gate. The SECURITY personnel will act as back up. Rovers, as necessary, will be stationed behind the performance arena and will work with Chuck Morris, show owner, to remove unauthorized people. More info to follow. SUBJECT TO REVISION IF SUNDAY NIGHT GRANDSTAND SHOW CHANGES.

Grandstand:
After horse show is over, approx. 6 PM, clear the stands and lock all gates. 7 PM: Gates open for ticket holders to Rodeo. Take ticket, tear in half, patron keeps half. Ushers inside will help direct people to proper seats, mediate disagreements or confusion over seats.
2 people at each entrance gate (2 gates) to take tickets.
Ushers: 2 in Section C/D. 2 in Section A/B. 1 Usher to man wheelchair lift.
Show is supposed to run from 7 PM to 10:30 PM. Sometimes they run slack time events, but the public leaves and we don't need staffing during that time.
Back Arena Gate: 7:30 PM to when Rodeo is over, (approx 10 PM).

Monday, September 7th:

Gates:
Main Ticket Gate: 1 person 8 AM-6 PM. Escort last seller to fair office.
Back Ticket Gate: 1 person 8 AM-6 PM. Escort last seller to fair office or until Ticket booth is closed.
Concession Gate: 1 person 8 AM-6 PM. Most people in this area will be leaving as soon as fair closes.
Carnival Gate: 1 person 10 AM-6 PM. Access for carnival employees only.
Livestock Gate: 1 person. 6 AM-6 PM.
Cowboy Gate: 1 person 7 AM to about 6 PM. Horse Show contestants during the day enter and exit through this gate. They will have a pass issued by the fair for themselves and up to three family members. No admission after horse show is over. Gate to be locked after horse show.
Beer Garden: 10 AM - 2 PM: 1 Person
2 PM - 6 PM: 2 People
Check ID's. Assist with refusal of service to intoxicated persons, etc.

Roving Personnel:
8 AM - Midnight: 2 people. Two in livestock area, upper fairgrounds, midway and lower fairgrounds.
*Use two rovers from approx 8:30 AM to 10:30 AM to work with livestock superintendent re: getting vehicles moved out of the livestock area.
*Use two rovers from approx. 5 PM to 7:30 PM to work with livestock superintendent, livestock gate and carnival gate to expedite release of show animals.

Grandstand:
After horse show is over, approx. 6 PM.

**At close of fair at 6 PM, there will be no drive in traffic on midway and lower fairgrounds until approved by fair management. The gates will be walk thru until it is safe for vehicles to access the area.
SECURITY
OVERALL POLICIES
Mariposa Fair and S.C.O.P.E.

HAND STAMPING

Hand stamping is done at every entrance. **STAMP HANDS ONLY WHEN LEAVING IF THEY THINK THAT THEY MAY COME BACK IN.**

There is a new stamp and new ink color for each day. The stamp for the day will be in the ticket seller's cash box or given to gate personnel on first shift if there is no seller. All hand stamps are to be returned to the fair office at the end of each night along with the wooden ticket boxes.

ADMISSION AND ATTENDANCE

Stamp everyone as they enter.

Collect tickets, tear in half and put in the wooden ticket box. For season passes, tear off one section each time it is presented.

WFA passes and WFA Lifetime Credentials are honored. They are not taken from the holder. Samples of these passes are on the ticket boards. Cal Fire, Sheriff and CHP get in with uniform only. Also all Military with ID.

Drop off pass system, this system is for people who want to drop off change, feed animals, or need to go into the fair to deliver goods or visit the Mineral Museum. This pass is a wooden paint paddle that is given to the fair patron after they have paid the $8.00 entry fee. Write the time on the paddle with an ink pen and stamp with the hand stamp, if the patron returns with the paddle within one hour they receive their $8.00 back. Please reuse these paddles simply by crossing out the previous time and initialing.

Livestock exhibitors and employees will have **COLOR Green** wristbands.

Parade participants **DO NOT GET FREE ADMISSION INTO THE FAIR.**

In case of an emergency, admit any emergency personnel and/or equipment (law enforcement, fire, ambulance, etc.) at any gate as needed.

Livestock Gate: Livestock parking pass admits vehicle inside grounds before 9 AM each day for feeding, etc. Vehicle is to be removed from the grounds and properly parked by 9:30 AM. **NOTE: the Parking Pass admits the vehicle, not the passengers. Each passenger must have an admission pass for themselves.**

Concessionaires will use the livestock gate to make deliveries to their booths early in the morning only. They will have a delivery pass.

Livestock exhibitors who are camping inside the fairgrounds camp and park their personal vehicle in the designated camping areas next to the Fiske BBQ Area and above the goat barn. They have specific passes to allow them entrance through the livestock gate.

Livestock superintendents, the official fair veterinarian and maintenance personnel have Official vehicle passes and will enter and leave through the livestock gate at any time.

No persons are admitted with alcoholic beverages of any kind or glass bottles of any kind. Do not allow persons to leave the fairgrounds with unconsumed alcoholic beverages. Horse show participants who have their beer in RV 5 area or the back parking lot is okay. For insurance/safety purposes, they can’t bring it into the arena itself, though.

Ice chests are okay if they do not contain **alcohol or glass. NOTE:** Ice chests are okay on the grounds; NOT in the grandstand as they take up too much room.

No skates, bicycles, skateboards or pets. **EXCEPTIONS:** Seeing eye and service dogs, entertainment or demonstrations approved by fair management. **DACHSHUND RACES ON FRIDAY NIGHT:** Arena ONLY.
Livestock exhibitors are to keep their animals in their designated areas. NO parading of animals down the midway. Species are to stay in their respective barn/show areas except during the auction on Sunday at 4 PM all market animals being sold will be taken to the Strathearn Pavilion and returned to their stalls directly after. At other times, no beef being led through the goat barn, sheep through the beef barn, etc.

No knives, guns, weapons.

VEHICLES

Except for emergency vehicles (fire, ambulance, and law enforcement) any personal vehicles authorized to come inside the fairgrounds will have a pass. All others are to park in the parking lots.

GRANDSTAND

Paid events are the Destruction Derby on Saturday night and the Rodeo on Sunday night. Stands are to be cleared after the Family Fun Night and the horse show is over and locked. Open @ 5:30 for the Derby and 6:30 for the Rodeo. All seats are numbered to match tickets sold.

NEW POLICY: Do not tear tickets in half; just get the public in the grounds that have tickets.

The New grandstand entrance is a approved Handicap entrance and is located at the north end of the arena, (by blacksmith shop behind section D)

A wheelchair lift is at the north end of section C. A grandstand Usher is to monitor this lift at all times during arena events.

Four Wheelchair parking spots are marked out at the north end of the box seats, each spot is numbered and a ticket will be sold for each specific spot. If more people in wheelchairs attend arena events, park them in front of section D.

No smoking in the grandstand seating areas.

No ice chests in the grandstand.

Strollers need to be left out of the seating area. They block aisles in case of emergency.

For safety and so the seated audience can see keep people back from the fence during the events.

Derby Pit Passes are NOT GOOD FOR ENTERING THE FAIRGROUNDS PROPER. They are only good for the pit area and entrance/exit is through the wooden gates off Fairgrounds Road. Pit passes are sold only by the derby promoter.

No admission to the public through horse show contestant gate during the derby. Pit area people may need to use the restroom (there will be portable toilets in the arena.)

DERBY/RODEO. People authorized by the promoter to be in the pits DO NOT GET ENTRANCE INTO THE GRANDSTAND AREA OR THE FAIRGROUNDS PROPER. The promoter has a key to the gate to get in and out when giving away free t-shirts and other items during the show.

LIVESTOCK AREA

Livestock superintendent is Perca Dahlem; she will coordinate with SCOPE how they want to handle receiving and releasing of animals. They will issue release slips when animals are authorized to leave the grounds.

WASH RACKS:

There is no washing of animals at the fair this year. Notify the fair office immediately if you see anyone washing their animal. Some try to sneak them into the livestock showers to wash.
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.

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
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<tbody>
<tr>
<td>MARIPOSA COUNTY</td>
<td>94-6000-880</td>
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By (Authorized Signature)

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
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<tr>
<td>MERLIN JONES, BOARD CHAIR</td>
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Date Executed: July 6, 2015

Executed in the County of MARIPOSA

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

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

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

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.
Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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


1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

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

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

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))
2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

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

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

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

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

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

<table>
<thead>
<tr>
<th>1</th>
<th>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. Note: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>PAYEE'S LEGAL BUSINESS NAME (Type or Print) MARIPOSA COUNTY</td>
</tr>
<tr>
<td></td>
<td>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td>
</tr>
<tr>
<td></td>
<td>E-MAIL ADDRESS</td>
</tr>
<tr>
<td></td>
<td>MAILING ADDRESS P.O. Box 784</td>
</tr>
<tr>
<td></td>
<td>CITY, STATE, ZIP CODE MARIPOSA, CA. 95338</td>
</tr>
<tr>
<td></td>
<td>BUSINESS ADDRESS 5100 Buckion St.</td>
</tr>
<tr>
<td></td>
<td>CITY, STATE, ZIP CODE MARIPOSA, CA. 95338</td>
</tr>
<tr>
<td>3</td>
<td>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 94-6000880</td>
</tr>
<tr>
<td></td>
<td>□ PARTNERSHIP</td>
</tr>
<tr>
<td></td>
<td>□ CORPORATION:</td>
</tr>
<tr>
<td></td>
<td>□ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</td>
</tr>
<tr>
<td></td>
<td>□ LEGAL (e.g., attorney services)</td>
</tr>
<tr>
<td></td>
<td>□ EXEMPT (nonprofit)</td>
</tr>
<tr>
<td></td>
<td>□ ALL OTHERS</td>
</tr>
<tr>
<td></td>
<td>□ INDIVIDUAL OR SOLE PROPRIETOR</td>
</tr>
<tr>
<td></td>
<td>ENTER SOCIAL SECURITY NUMBER:</td>
</tr>
<tr>
<td></td>
<td>(SSN required by authority of California Revenue and Tax Code Section 18646)</td>
</tr>
<tr>
<td>4</td>
<td>□ California resident - Qualified to do business in California or maintains a permanent place of business in California.</td>
</tr>
<tr>
<td></td>
<td>□ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</td>
</tr>
<tr>
<td></td>
<td>□ No services performed in California.</td>
</tr>
<tr>
<td></td>
<td>□ Copy of Franchise Tax Board waiver of State withholding attached.</td>
</tr>
<tr>
<td>5</td>
<td>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</td>
</tr>
<tr>
<td></td>
<td>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Merlin Jones</td>
</tr>
<tr>
<td></td>
<td>TITLE Board Chair</td>
</tr>
<tr>
<td></td>
<td>SIGNATURE Merlin Jones</td>
</tr>
<tr>
<td></td>
<td>DATE 7-6-15</td>
</tr>
<tr>
<td></td>
<td>TELEPHONE (209) 966-3222</td>
</tr>
<tr>
<td>6</td>
<td>Please return completed form to:</td>
</tr>
<tr>
<td></td>
<td>Department/Office: 35-A District Agricultural Association Mariposa District Fair and Homecoming</td>
</tr>
<tr>
<td></td>
<td>Mailing Address: 5007 Fairgrounds Road Mariposa, California 95338</td>
</tr>
<tr>
<td></td>
<td>Telephone: (<strong><strong>) Fax: (</strong></strong>)</td>
</tr>
<tr>
<td></td>
<td>E-mail Address: <a href="mailto:mariposafair@mariposa.net">mariposafair@mariposa.net</a></td>
</tr>
</tbody>
</table>

**APPROVED AS TO FORM**

STEVEN W. DAHLEM COUNTY CLERK
Requirement to Complete Payee Data Record, STD. 204

A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.

Payees who do not wish to complete the STD. 204 may elect not to do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.

Enter the payee’s legal business name. Sole proprietorships must also include the owner’s full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.

Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).

The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).

Are you a California resident or nonresident?

A corporation will be defined as a “resident” if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.

A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.

For individuals and sole proprietors, the term “resident” includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

For information on nonresident withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.

This section must be completed by the State agency requesting the STD. 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.