RESOLUTION - ACTION REQUESTED 2017-581

MEETING: August 22, 2017

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: 2017 Fair Security Contract

RECOMMENDED ACTION AND JUSTIFICATION:
Approve an Agreement with 35-A District Agricultural Association for security at the 2017 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 eleven 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 (#2017-15) reflects the services that SCOPE will be performing and the 35-A District Fair’s commitment to compensate SCOPE a total amount of seven thousand dollars ($7,000) for their services.

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 11 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:
2017 Fair Contract (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
STATE AGENCY'S NAME, hereafter called the State.
35-A District Agricultural Association
MARIPOSA COUNTY

CONTRACTOR'S NAME, hereafter called the Contractor.

1. The parties to this agreement are:

2. The agreement term is from August 30, 2017 through September 4, 2017

3. The maximum amount payable is $7,000.00 (seven thousand dollars) pursuant to the following charges:
   Wages/Labor $ Parts/Supplies $ Taxes $ Other $ 7,000.00 (Attach list if applicable.)

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

APPROVED AS TO FORM:

__________________________
STEVEN W. DAHELM
COUNTY COUNSEL

EXHIBITS (Items checked in this box are hereby incorporated by reference and are a part of this Agreement by reference as if attached hereto.)
☑ GTC*SF ☐ GIA* *If not attached, view at www.dgs.ca.gov/contracts/.
☒ Other Exhibits (List) CCC-103 Certification ☑ FE-13 Insurance ☐ Workers Comp Statement ☑ Workers Comp (if required)

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

STATE OF CALIFORNIA

AGENCY NAME
35-A District Agricultural Association
BY (Authorized Signature) ___________________________ DATE SIGNED 1-17-17
PRINTED NAME AND TITLE OF PERSON SIGNING
Brian Bullis, CEO/General Manager
ADDRESS 5007 Fairgrounds Road, Mariposa, California 95338
FUND TITLE Operating
ITEM Attendance
FISCAL YEAR 2017
SIGNATURE OF ACCOUNTING OFFICER ___________________________ DATE SIGNED 1-17-17

CONTRACTOR
Mariposa County
BY (Authorized Signature) ___________________________ DATE SIGNED 8-22-17
PRINTED NAME AND TITLE OF PERSON SIGNING
Chairman of the Board
ADDRESS P.O. Box 276, Mariposa, California 95338
CHAPTER OBJECT CODE
STATUTE
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 supervisoral personnel during the 35-A District Agricultural Association fair to be held September 1, 2017 through September 4, 2017 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 (August 31 – September 4, 2017).
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
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 $10.00 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 $10.00 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.
SECURITY
2017 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, August 30, 2017:
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, August 31st:
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 1st:
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. No 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 2nd:

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 DIRECTLEY 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 3rd:

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. 4:30pm, clear the stands and lock all gates. 6:30PM: Gates open for quests to see the Queen Crowning. When Queen Contest done, clear the stands and lock all gates. 7PM Gates open for ticket holders to Rodeo. Rodeo starts at 8 PM. 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 4th:

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.
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.

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<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
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<td>By (Authorized Signature)</td>
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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](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 over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

   **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.
INSURANCE REQUIREMENTS

I. Evidence of Coverage

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

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

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

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

3. Coverages:

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

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

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

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

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

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

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

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

OR

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

OR

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

OR

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

II. General Provisions

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

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

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

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

III. Participant Waivers

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