

**DATE:** July 18, 2014  
**MEETING OF:** July 29, 2014  
**FROM:** Staff  
**RE:** **ACTION ITEMS X.1 – Rocket's K-9 Comets Contract**

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**BACKGROUND**

Rocket's K-9 group will be providing the Puppy Party Palooza Dog Adoption and Dog Entertainment event featuring two Frisbee dog shows daily for the annual fair.

**FISCAL IMPACT**

Contract cost of \$11,100.00 as budgeted in fair entertainment budget.

**STAFF RECOMMENDATION**

That the Board approves a motion to execute the contract with Ashley Hoskins, Rocket's K-9 Comets

**ATTACHMENTS**

- Standard Agreement 2014-22.

**NOTE:** Individual contracts of \$10,000 or more require individual board approval even when previously budgeted.

AGREEMENT NUMBER <b>2014-22</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
 Santa Cruz County Fair / 14<sup>th</sup> District Agriculture Association

CONTRACTOR'S NAME  
 Rocket's K-9 Comets

2. The term of this Agreement is: 9/9/2014 through 09/14/2014  
 September 9, 2014 through September 14, 2014

3. The maximum amount of this Agreement is: \$ 11,100.00  
 Eleven Thousand one hundred dollars ----

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	11 page(s)
Exhibit B – Budget Detail and Payment Provisions	0 page(s)
Exhibit C* – General Terms and Conditions	
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page(s)

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

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Rocket's K-9 Comets, Ashley Hoskins.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ashley Hoskins, Contractor		
ADDRESS 1672 Main Street #E333 Ramona, CA 92065		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Santa Cruz County Fair/14 <sup>th</sup> DAA		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dave Kegebein, Manager		
ADDRESS 2601 East Lake Avenue, Watsonville, CA 95076		

**AGREEMENT SUMMARY**

STD 215 (Rev 4/2002)

AGREEMENT NUMBER 2014-22	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Rocket's K-9 Comets		2. FEDERAL I.D. NUMBER
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3. AGENCY TRANSMITTING AGREEMENT Santa Cruz County Fair	4. DIVISION, BUREAU, OR OTHER UNIT 14 <sup>th</sup> District Agriculture Association	5. AGENCY BILLING CODE
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6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

NO       YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Contractor agrees to provide entertainment for Santa Cruz County Fair to be held on the fairgrounds of the 14<sup>th</sup> District Agricultural Association; 2601 East Lake Avenue, Watsonville, CA 95076 with the Puppy Party Palooza Dog Adoption and Dog Entertainment event featuring Rocket's K-9 Comets Frisbee Dog Stars from September 9-14, 2014 for two Frisbee Dog shows daily, with shows being scheduled three hours apart. Dog adoptions and other demonstrations will be from approximately 12:30 to 7:30 pm weekdays, and 10:30 to 7:30pm on Saturday and Sunday.

10. PAYMENT TERMS (More than one may apply.)

MONTHLY FLAT RATE       QUARTERLY       ONE-TIME PAYMENT       PROGRESS PAYMENT

ITEMIZED INVOICE       WITHHOLD \_\_\_\_\_ %       ADVANCED PAYMENT NOT TO EXCEED

REIMBURSEMENT/REVENUE      \$ \_\_\_\_\_ or \_\_\_\_\_ %

OTHER (Explain)

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$

OBJECT CODE	AGREEMENT TOTAL \$
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$
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I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$	TOTAL AMOUNT ENCUMBERED TO DATE \$
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12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	9/9/2014	9/14/2014	\$ 11,100.00	N/A
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
TOTAL			\$	

(Continue)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP)  INVITATION FOR BID (IFB)  USE OF MASTER SERVICE AGREEMENT  
*(Attach justification if secondary method is used)*
- SOLE SOURCE CONTRACT  EXEMPT FROM BIDDING  OTHER (Explain)  
*(Attach STD. 821)* *(Give authority for exempt status)* Entertainment

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.  Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A

<p>18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?</p> <p><input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</p>	<p>19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?</p> <p><input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</p>	<p>20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?</p> <p><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE <input type="checkbox"/> N/A ON FILE</p>
<p>21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?</p> <p>A. CONTRACTOR CERTIFICATION CLAUSES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A</p> <p>B. STD. 204, VENDOR DATA RECORD <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> N/A</p>	<p>22. REQUIRED RESOLUTIONS ARE ATTACHED</p> <p><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A</p>	
<p>23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)</p> <p><input type="checkbox"/> NO (Explain below) <input type="checkbox"/> YES (If YES complete the following)</p> <p>DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT</p> <p>Explain: N/A</p> <p><input type="checkbox"/> Good faith effort documentation attached if 3% goal is not reached.</p> <p><input type="checkbox"/> We have determined that the contractor has made a sincere good faith effort to meet the goal.</p>		
<p>24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?</p> <p><input type="checkbox"/> NO <input type="checkbox"/> YES (Indicate Industry Group) N/A</p>	<p>SMALL BUSINESS REFERENCE NUMBER</p>	
<p>25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)</p> <p><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</p>		

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

**EXHIBIT A  
(Interagency Agreement)**

**SCOPE OF WORK**

1. Rocket's K-9 Comets. agrees to provide the following services:

Contractor agrees to provide entertainment for Santa Cruz County Fair to be held on the fairgrounds of the 14<sup>th</sup> District Agricultural Association; 2601 East Lake Avenue, Watsonville, CA 95076 with the Puppy Party Palooza Dog Adoption and Dog Entertainment event featuring Rocket's K-9 Comets Frisbee Dog Stars from September 9-14, 2014 for two Frisbee Dog shows daily, with shows being scheduled three hours apart. Dog adoptions and other demonstrations will be from approximately 12:30 to 7:30 pm weekdays, and 10:30 to 7:30pm on Saturday and Sunday.

2. 14<sup>th</sup> District Agriculture Association/ Santa Cruz County Fair agrees to provide the following services:

The 14<sup>th</sup> DAA will pay Rocket's K-9 Comets \$11,100.00 for their services and provide RV and arena space

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

State Agency: 14 <sup>th</sup> DAA/ SCCF	Contractor: Rocket's K-9 Comets
Name: Dave Kegebein, Fair Manager	Name: Ashley Hoskins
Phone: (831) 724-5671	Phone: (760) 703-8790
Fax: (831) 761-5827	Fax:

Direct all inquiries to:

State Agency: 14 <sup>th</sup> DAA/SCCF	Contractor: Rocket's K-9 Comets
Section/Unit:	Section/Unit:
Attention: Bonita Monarque	Attention: Ashley Hoskins
Address: 2601 East Lake Ave, Watsonville	Address: 1672 Main Street #E333 Romona, CA 92065
Phone: (831) 724-5671	Phone: (760) 703-8790
Fax: (831) 761-5827	Fax:

Rocket's K-9 Comets  
Performance Agreement

*This AGREEMENT is entered into by and between SANTA CRUZ COUNTY FAIR, hereinafter called PURCHASER, and Ashley Hoskins, DBA Rocket's K-9 Comets, hereinafter called ARTIST.*

ARTIST AGREES TO THE FOLLOWING:

1. DATES: To produce the Puppy Party Palooza Dog Adoption and Dog Entertainment event featuring Rocket's K-9 Comets Frisbee Dog Stars from September 9-14, 2014 for two Frisbee Dog shows daily, with shows being scheduled three hours apart. Dog adoptions and other demonstrations will be from approximately 12:30 to 7:30 pm weekdays, and 10:30 to 7:30pm on Saturday and Sunday.

2. EQUIPMENT: To provide all equipment necessary for the show production including a public address sound system for announcing and music, canines and their equipment, flags, banners, etc. Lighting not included.

3. INSURANCE: To obtain and at all times keep in effect comprehensive liability insurance covering vehicles, activities, and operations of Artist. If an insurance Certificate of Additional Insured is required, an additional fee of \$100 is to be added to the payment, unless other arrangements have been agreed to prior to Opening Day of the Fair.

4. STATUS: The Artist executes this agreement as an independent contractor and not as an employee and will be responsible for any State and Federal taxes. Artist shall have the exclusive control over the means and method of fulfilling the obligations under this contract.

PURCHASER AGREES TO THE FOLLOWING:

1. FEES: To retain the services of Artist for 6 days, at \$1,850 per day for a sum of **\$11,100.00. Please make check payable to Rocket Hoskins** and available on September 14<sup>th</sup> after the final performance.

2. ARENA: A minimum performance area of **approximately 60 feet by 100 feet or larger** is required. Additional space is needed for the RV, and seating. **Additional space may be required for bleachers as well as for positioning and negotiating the RV into place.**

3. ADDITIONAL RV SPACE: One additional RV space for a 30' motor home with 30 amp service is needed in close proximity, for one of the Dog Adoption Groups that will be in attendance daily.

4. SEATING: Seating for the audience (to be provided by Purchaser) should be positioned around **three sides** of the performance area and can be in the form of bleachers, benches, folding chairs, picnic tables, hay bales, etc.

Continued on page 2

5. LIGHTING: In the event any shows are scheduled to be performed that will **end at DUSK or later, lighting is to be provided** by Purchaser. It should consist of at least one **generator powered four pack light stanchion**.

6. PASSES: Free parking as well as Free admission tickets to the Fair are to be made available to Artist for distribution to all participating Community Dog group volunteers. Amount of passes needed to be determined. Also eight to ten parking spaces in close proximity to ball field are to be reserved for Puppy Party Palooza Volunteers only.

7. PARKING: Parking and a pass for both Artists' **39 foot custom fifth wheel** (space accounted for within performance area) and for their **Ford F-550 truck to park directly adjacent** to the performance area (behind is preferable).

8. UTILITIES: Within 2 hours of arrival (Artist will call in advance) the dogs will need **running water** to the performance area, as well as 24 hour electrical power capable of handling a **50 AMP load and an additional 20AMP circuit for the P.A.** Artist will provide the RV connection box. Sewer hook-up is not required. Three Additional 20 amp outlets are also needed for fans for the comfort of the Adoptable Dogs.

9. ARRIVAL/DEPARTURE: Artist will arrive up to three days early for set up, and stay up to two additional days for breakdown after the fair ends.

10. PROGRAM: Photos and promotional materials will be provided by Artist and can be used in the event program, advertising and website, etc with show times and location listed.

11. SAFETY: If the safety of the dogs or the audience is in question, Artist will consult Purchaser regarding options for postponing or cancelling one or more scheduled performances. Such occurrences could be due to lightning, high winds, dust storms, unruly crowds etc. Additionally, if any other animals, including some service animals, are in the audience that could potentially cause a disturbance or interrupt the show, Artist reserves the right to request they leave the area.

12. CANCELLATIONS: Per USDA Regulations, our animals are not to be kept at temperatures higher than 85 degrees. In the event the **outside temperature exceeds 104 degrees** at show time, they may not be able to perform, at the discretion of the artist. Additionally, overly inclement weather including high winds, rain or lightning could result in cancelled performances. If any performances are cancelled for these reasons, or as a result of the Safety paragraph, full compensation is still due and payable to artist.

13. PLACEMENT ON GROUNDS: We have discovered that while our dogs do not have problems with other animals, the reverse is not necessarily true. Placement directly next to Llamas, Goats, Lions, Tigers and Birds could have an unsettling affect on those animals. However, dogs can be negatively affected by extreme loud noises like cannons or nearby fireworks. (Carnival rides, concerts etc are *not* a problem.) Our performance times need to be scheduled at different times than those types of events or attractions.

14. SETUP: Purchaser is to provide **one to two assistants for one to two hours**, on set up day and break down day, to help with setting up the fencing, tents and other equipment.

15. MERCHANDISE: Revenue generated by any merchandise sold is to remain solely the Artists.

We are very pleased to have been chosen to be a part of your upcoming event and are looking forward to providing the best performances possible. Since our stars are dogs and they have some special needs, in order to insure the success of our shows, these are the details required for the technical and physical aspects of the show. We try to be flexible where possible, so always ask if there is an adjustment you need to make.

If there is any reason any of the requirements contained herein cannot be met, please contact Ashley Hoskins immediately so any issues can be resolved to everyone's mutual satisfaction.

AGREED BY ARTIST:

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

AGREED BY PURCHASER:

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_