



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Karen Ross, Secretary

September 28, 2016

Agreement Number: 16-0187

Dave Kegebein
Santa Cruz County Fair
14th District Agricultural Association
2601 East Lake Avenue
Watsonville, CA 95076

In regard to the enclosed Standard Agreement, please complete the following item(s) and return to the **California Department of Food and Agriculture, Acquisitions Office, 1220 N Street, Room 115, Sacramento, CA 95814** within 15 business days of the date of this letter. Failure to comply may result in delayed payment. If you cannot return the documents within the 15 business days, please contact the analyst named below to inform her of when you will return the contract.

This Agreement cannot be considered binding on either party until fully executed and approved by the Department of General Services, when required. No services should be provided prior to approval, as the State is not obligated to make any payments on any services received prior to contract execution.

Standard Agreement (STD 213) with attached exhibits. Please have the person within your organization, who has full authority to commit to all of the contents of this agreement, review and sign the signature pages of the Standard Agreement package. **Return ALL originals** to this office. Once the contract is finalized (see above paragraph), the agreement is considered fully executed and an original will be mailed to you.

A copy of the resolution, order or motion authorizing execution of this Agreement must be included.

A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California and which also includes the State of California, its officers, agents, employees, and servants as additional insured. **Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.**

Std. 204. Payee Data Form

If you have any questions, please contact me donna.weber@cdfa.ca.gov.

Sincerely,

Donna Weber

Donna Weber
Contract Analyst
Acquisitions Office
Administrative Services
(916) 403-6521





AGREEMENT NUMBER 16-0187
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
- CONTRACTOR'S NAME
SANTA CRUZ COUNTY FAIR (14TH DISTRICT AGRICULTURAL ASSOCIATION)
2. The term of this Agreement is: **September 1, 2016 or upon final approval, whichever is later, through December 31, 2017**
3. The maximum of this Agreement is: **\$ 40,609.00 FORTY THOUSAND SIX HUNDRED NINE DOLLARS AND NO CENTS**

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 | 1 page(s) |
| Attachment 1 | 3 page(s) |
| Exhibit B – Budget Detail and Payment Provisions | 1 page(s) |
| Attachment 1 | 1 page(s) |
| Exhibit C* – General Terms and Conditions – GIA 610 | |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this | 1 page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | 1 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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) SANTA CRUZ COUNTY FAIR (14TH DISTRICT AGRICULTURAL ASSOCIATION)		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2601 EAST LAKE AVENUE, WATSONVILLE, CA 95076		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE		<input checked="" type="checkbox"/> DGS Ltr 28.8
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JENNIFER CROW, ACQUISITIONS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 16-0187
REGISTRATION NUMBER

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CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR'S NAME
SANTA CRUZ COUNTY FAIR (14TH DISTRICT AGRICULTURAL ASSOCIATION)

2. The term of this Agreement is: **September 1, 2106 or upon final approval, whichever is later, through December 31, 2017**

3. The maximum of this Agreement is: **\$ 40,609.00 FORTY THOUSAND SIX HUNDRED NINE DOLLARS AND NO CENTS**

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	1 page(s)
Attachment 1	3 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Attachment 1	1 page(s)
Exhibit C* – General Terms and Conditions – GIA 610	
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	1 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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) SANTA CRUZ COUNTY FAIR (14TH DISTRICT AGRICULTURAL ASSOCIATION)		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2601 EAST LAKE AVENUE, WATSONVILLE, CA 95076		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JENNIFER CROW, ACQUISITIONS MANAGER		
ADDRESS 1220 N STREET, ROOM 115, SACRAMENTO, CA 95814		

Exempt per: **DGS Ltr 28.8**

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. The California Department of Food and Agriculture (CDFA), Fairs and Expositions Office, shall provide the Contractor fund allocations for operational and training activities as described in Exhibit A, Attachment 1.
2. The services shall be provided during normal business hours of 8:00 a.m. - 5:00 p.m., Monday through Friday, except on State holidays..
3. The project representatives during the term of this agreement will be:

State Agency	Contractor:
Name: Sarah Pelle	Name: Dave Kegebein
Unit: Fairs and Expositions	Unit: Santa Cruz County Fair 14th District Agricultural Association
Address: 1220 N Street Sacramento, CA 95814	Address: 2601 East Lake Avenue Watsonville, CA 95076
Phone: (916) 900-5368	Phone: (831) 724-5671
E-Mail: sarah.pelle@cdfa.ca.gov	E-Mail: dave@bestberrys.com

4. See Attachment 1 in Scope of Work for a detailed description of work to be performed and the duties of all parties.

SCOPE OF WORK

A. Purpose/Authority

The Budget Act of 2015-2016, Chapters 10 & 11 provides the California Department of Food and Agriculture (CDFA) with \$2,604,183.00 for local assistance to each Fair and County Agricultural activities and \$200,000.00 for professional development services to each Fair. These funds are continuous and will be appropriated each year.

The purpose of this contract is to provide funds for the Santa Cruz County Fair, 14th District Agricultural Association, for various operational and training activities occurring during the timeframe of September 1, 2016 or upon final signature, whichever is later, through December 31, 2017 as specified in Business & Professions (B&P) Code §19620, which mandates CDFA allocate funding to and provide oversight of California Fairs.

B. Responsibilities

The Fair shall:

1. Submit the below documents to CDFA by June 1, 2017:
 - a. Letter requesting the allocation in conjunction with Board minutes approving the request for allocations.
 - b. Current approved Statement of Operations
 - c. Current Financial Review or Financial Audit
 - d. Current Operating Budget with supporting approved Board minutes.
 - e. Current on all loans/obligations to CDFA

Document timeline

Fiscal Year	STOP	Review/Audit	Budget
2016-2017	2015	2015	2017

2. Submit all operational allocation requests to CDFA postmarked or emailed by June 1, 2017.

Fiscal Year	Due Date
2016-2017	June 1, 2017

3. The operational allocations may be used for the following items related to the fair's operations:
 - a. Administration expenses (travel, audit, office supplies, training)
 - b. Maintenance and general operations expenses (payroll, training, utilities, supplies and equipment)
 - c. Fair event expenses (advertising, attendance supplies, exhibit supplies)
 - d. Premium expenses (awards, ribbons, trophies)
 - e. Horse racing expenses (supplies)
 - f. Satellite wagering facility expenses (supplies)
 - g. Capital improvements (building improvements, land improvements, new construction)
 - h. Large equipment (ex.: vehicles, forklifts, tractors)
 - i. Long-term debt (payoff/down loans)

**Operational allocations may not be used for personal services and subcontracting activities. Statement of Operations Form may be obtained at:*

https://www.cdfa.ca.gov/Fairs_&_Expositions/Resources_and_Publications/STOP_Package.asp

4. Submit all training allocation reimbursements to CDFA by **June 1, 2017**.

Fiscal Year	Due Date
2016-2017	June 1, 2017

5. The training allocation is to focus on fair fiscal management, facility operations, animal disease transmission prevention, etiquette training for Board members, reducing liability/exposure, enhance program efficiencies and strengthen effective management. Recommended use of training allocation:
- State required trainings
 - Western Fairs Association annual convention
 - Fall Managers' Conference
 - Maintenance mania
 - Event Sale & Management Symposium
 - Strategic planning
 - Board of Directors training

All alternate training requires pre-approval to ensure training allocation guidelines. Training funds will be reimbursed once sufficient information has been provided to ensure training was taken (i.e. training certificate, training confirmation).

6. Contact F&E to ensure the Fair is current on all loans and obligations to CDFA. All requests shall be submitted to:

California Department of Food and Agriculture
Fairs and Expositions
1220 N Street
Sacramento, CA 95814

CDFA shall:

- Review required documents submitted for operational allocations and submit requests for operational funds to be supplied to the Fair. Any reimbursement requests submitted to CDFA after June 1, 2017 will not be reimbursed and the allocated funds will be returned to the General Fund.
- Reimburse training expenses once invoiced and proof of attendance has been obtained. CDFA shall approve training expenses until June 1, 2017. Reimbursement requests submitted after June 1, 2017 year will not be reimbursed and the allocated funds will be returned to the General Fund.

Fiscal Year	Due Date
2016-2017	June 1, 2017

- CDFA shall be responsible for maintaining this contract.
- CDFA may perform an audit on any request.

5. CDFA may report to the Legislature on the performance of this contract.

C. Request and Documentation Submittals

All requests shall be submitted via United Postal Service to:

California Department of Food and Agriculture
Fairs and Expositions
1220 N Street
Sacramento, CA 95814

or via email to:

ioji.kume@cdfa.ca.gov.

Allocation monies are to be tracked and reported on the Statement of Operations. Reporting is required due to general fund monies requirements and restrictions.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor, Grant, Sub-Grant or Agreement recipient for actual expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement or Grant.

Original invoices shall include the agreement/contract number, dates of service, type of work performed, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment. Invoices shall be itemized to follow the allowed expenses outlined in the agreement/contract budget and Scope of Work documents.

- B. Unless mutually agreed, monthly invoices must be submitted within 30 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established by the California Department of Human Resources. <http://www.calhr.ca.gov/employees/pages/travel-meals.aspx>

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

BUDGET DISPLAY

1. The Allocations for the Fair are as follows:

Fiscal Year	Operational Allocations	Training Allocations	Total
2016-2017	\$38,190.00	\$2,419.00	\$40,609.00

2. All unclaimed allocations will revert back to the General Fund. Please refer to the following chart:

Fiscal Year	Due Date
2016-2017	June 1, 2017

- a. Training allocations must be requested to CDFA by **June 1, 2017**.
- b. Operational Allocations must be requested to CDF by **June 1, 2017**.

EXHIBIT D
(Standard Agreement)
SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

4. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. **Right To Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

**EXHIBIT E
(Standard Agreement)**

ADDITIONAL PROVISIONS

CONTRACT AND SUBCONTRACT COMPLIANCE REQUIREMENTS

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

UNFAIR PRACTICES ACT

Contractor hereby certifies that he/she will comply with the requirements of Section 17200 of the Business and Professions Code.

CONFLICT OF INTEREST

Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

REPORTS

If this agreement is for the production of a report, pursuant to Government Code, Section 7550, Contractor will include the dollar amount and agreement number of all contracts relating to preparation of this report.

FORCE MAJEURE

Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.