

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

AGREEMENT NUMBER <b>2017-03</b>
REGISTRATION NUMBER


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

STATE AGENCY'S NAME 14 <sup>th</sup> DAA/Santa Cruz County Fair
CONTRACTOR'S NAME Santa Cruz County Fairgrounds Foundation
- The term of this Agreement is: 01/01/2017 through 12/31/17
- The maximum amount of this Agreement is: \$ 5% of all alcohol sales
- 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)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	2 page(s)
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	page(s)
Exhibit E – Additional Provisions Fair Alcohol Policy	2 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          <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Santa Cruz County Fairgrounds Foundation		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Steve Todesco, President		
ADDRESS PO Box 1806 Freedom, CA 95019		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME 14 <sup>th</sup> DAA/Santa Cruz County Fair		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dave Kegebein, CEO		
ADDRESS 2601 East Lake Avenue, Watsonville, CA 95076		

**AGREEMENT SUMMARY**

STD 215 (Rev 4/2002)

AGREEMENT NUMBER

AMENDMENT NUMBER

2017-03

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME  
**Santa Cruz County Fairgrounds Foundation**

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT  
**Santa Cruz County Fair**

4. DIVISION, BUREAU, OR OTHER UNIT  
**14<sup>TH</sup> District Agricultural Assn.**

5. AGENCY BILLING CODE

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT  
**Dave Kegebein, 831.724.5671**

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?  
 NO       YES (If YES, enter prior contractor name and Agreement Number)  
**Santa Cruz County Heritage Foundation**  
**2014-15**

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES  
Alcoholic beverage service to include interim events and the annual Fair.

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.)

The purpose of this agreement is to allow the 14<sup>th</sup> DAA to offer safe, qualified, professional service to our patrons who desire to purchase alcohol at events and allow the Santa Cruz County Fairgrounds Foundation to raise funds for improvement projects on the fairgrounds.


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**      \$

OPTIONAL USE      AMOUNT ENCUMBERED BY THIS DOCUMENT  
\$

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.  
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT  
\$

ACCOUNTING OFFICER'S SIGNATURE      DATE SIGNED      TOTAL AMOUNT ENCUMBERED TO DATE  
 N/A           \$

12. AGREEMENT	TERM From      Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
N/A		\$	
		\$	
		\$	
		\$	
<b>TOTAL</b>		\$	

(Continue)

**AGREEMENT SUMMARY**

STD. 215 (Rev 04/2002)

## 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)* Alcohol sales

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

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO  YES  N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO  YES  N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO  YES  NONE ON FILE  N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES  NO  YES  N/A  
 B. STD. 204, VENDOR DATA RECORD  NO  YES  N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO  YES  N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)*  YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.

- We have determined that the contractor has made a sincere good faith effort to meet the goal.

*Explain:*

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO  YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

- NO  YES

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

SIGNATURE/TITLE

N/A

DATE SIGNED

**Contract No. 2017-03 (Standard Agreement)**

**EXHIBIT A**

**14th District Agricultural Association  
Alcohol Service Contract  
Santa Cruz County Fairgrounds Foundation**

**SCOPE OF WORK TO BE PERFORMED**

The Santa Cruz County Fairgrounds Foundation, hereafter known as the Foundation, will provide alcoholic beverage service for the fairgrounds on a year round basis to include non fairtime events and the annual fair.

The purpose of this agreement is to allow the 14<sup>th</sup> District Agricultural Association to offer safe, qualified, professional service to our patrons who desire to purchase alcohol at events and allow the Foundation to raise funds to improve fairgrounds operations.

**Alcoholic Beverage Sales**

The size, nature, length and scope of events covers a very broad range of possibilities, including animal shows, craft shows, concerts, home and garden shows, outdoor markets, computer shows, business meetings, weddings, etc. and the annual fair. The Foundation must provide beverage service to each "lessee" as needed and as specified by Fair Management. Depending upon each event needs, beverage services may include using mobile units as well as existing facilities. There may be multiple events occurring at the same time ranging from 25 to several thousand people.

**Contract No. 2017-03 (Standard Agreement)**

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

- A. For all fairtime alcohol concession activities, the Foundation shall pay the Association 5% of gross income (not including sales tax) as a concession fee.
- B. For all non-fair time event alcohol concession activities, the Foundation shall pay the Association 5% of gross income (not including sales tax) as a concession fee.
- C. The Association will sell tickets for alcoholic beverages on the grounds of the 14th District Agricultural Association during the annual Fair. The Association will be responsible for counting, auditing and depositing of funds to the Foundation's bank account.

**Contract No. 2017-03 (Standard Agreement)**

**EXHIBIT C**

**GENERAL TERMS & CONDITIONS**

- A. The Foundation is to comply with all policies set forth in the current 14th District Agricultural Association Alcohol Policy (attached)
- B. All Foundation operations shall conform with the laws, regulations, and ordinances of the United States Government, the State of California, the County of Santa Cruz, and such operations must be conducted so as not to interfere through noise or odor with any person or organization which has properly engaged facilities or patrons' enjoyment of the premises. Foundation shall be subject to any reasonable rules and regulations which may be set by the Association.
- C. The Foundation shall procure and keep in force during the entire period of the contract all permits and licenses required by all laws and regulations of the State of California, and the County of Santa Cruz.
- D. The public's right shall not be infringed upon by any activity of the Foundation or any of their volunteers. The activities of the Foundation shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by the Foundation in an attempt to influence the public to use the services or products of the Foundation. All Foundation's sales activities shall be conducted and operated under the supervision of the CEO and shall in no way interfere with the orderly operation of any event. The sales shall be conducted at such times from and at locations designated by the CEO or his authorized representative. Customer satisfaction is imperative. The Foundation needs to be prepared to accommodate customer "special requests".
- E. The Foundation shall at all times exercise prudent, reasonable and experienced judgment in the serving of alcoholic beverages. The ultimate responsibility to serve alcoholic beverages rests with the Foundation. The Foundation shall, at all times, use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.
- F. Programming for all events requiring the services of the Foundation shall be performed by the CEO or his authorized representatives. Any and all programming offered by the Foundation utilizing the Facilities shall be accepted and incorporated into the official Calendar of Events, provided that said activities are consistent with the policies of the Association and provided that said events are not in competition or conflict with Association sponsored events.
- G. The Foundation must provide adequate staffing to meet the individual needs of operation/event.
- H. All beverages sold either at fixed or portable locations or vended shall be sold in proper containers approved by Fair Management. Exceptions include private parties where patrons will not leave the building.

- I. The Foundation shall not interfere with the free distribution of food or non-alcoholic drinks or any other items whatsoever, where such distribution has been authorized by the Association. Free samples of a normal sample size as approved by the Association may be given away by or on behalf of or with permission of any person or organization which has properly engaged the Facilities at the discretion of the Association. The Foundation will be required to provide or modify operations upon request of any Licensee, when it has been approved by the Association as in the best interest of the Licensee or is necessary to comply with the terms of the Agreements between the Facilities and said Licensee.
- J. The Association shall issue reasonable rules and regulations for the operation of the alcoholic beverage services and the Foundation shall operate the alcoholic beverage services in accordance with such rules and regulations, which may be amended from time to time. Final decision as to whether or not alcoholic beverages may be sold at an event shall be determined by the aforementioned rules and regulations. The decision to refuse service of alcoholic beverage to any individual at any event shall be the sole responsibility of the Foundation.
- K. The Association's management shall decide any and all questions which may arise as to the acceptability of services rendered, and as to the manner of performance, and questions which arise as to the interpretation of the conditions and the specifications and all questions as to the acceptable fulfillment of Agreement, except that actual termination shall only be accomplished with the Association's Board of Directors approval.
- L. The Foundation shall be required to provide sufficient levels of working capital, (till funds, petty cash, and inventory) to adequately serve the patron of the Facilities at all times.
- M. Volunteers shall be courteous towards the public and their fellow volunteers. Service is to be rendered in a dignified manner with no pressure or coercion in an attempt to influence the public to use the Foundation's service.
- N. The Association retains the right to contract for food service apart and separate from the operations of the Foundation for future Association sponsored events.
- O. The rights and privileges granted hereunder shall not be assigned or transferred in any manner whatsoever by the Foundation without written approval of the Association.
- P. No agreement to modify, or modification of, the Agreement shall be binding on the Association unless the same is reduced to writing and executed by the Association with at least the same formalities as the Agreement.
- Q. The Foundation shall not discriminate, make distinction or restriction on account of color, race, religion, ancestry, national origin, sex or gender. Upon final determination by a court of competent jurisdiction that the Foundation has violated this Section, this Agreement shall be deemed terminated and the Foundation's further rights hereunder forfeited.

**CANCELLATION:**

Both parties shall have the option to terminate this agreement by providing a 90-day written notice to the other party.

## **14th District Agricultural Association**

### **ALCOHOL**

### **POLICY**

#### **Sales & Service**

The 14th DAA contracts with the Santa Cruz County Fairgrounds Foundation to provide alcohol service for the annual Fair and all Fairgrounds Events except the Auto Racing Facility on race nights.

The foundation shall have policies and procedures in place to insure efficient and legal quality customer service is available at all times. These required policies and procedures shall be updated annually to insure they meet current laws. The Foundation shall be responsible to insure all permitting, tax and other legal requirements are met at all times. The Fairgrounds CEO shall annually review the Foundations alcohol policies and operations with the Foundation Board's Executive Committee.

Fairgrounds sales staff will explain the sales pricing & policies to rental event customers. Staff is responsible to sell the alcoholic beverages and deliver the proceeds to the Foundation administrative staff.

Serving sizes and containers must be approved by the fairgrounds CEO.

#### **Servers**

All servers will be trained in alcohol awareness and will be required to follow Fairgrounds & foundation policies and procedures.

All servers must sign an agreement that they are over twenty one (21) years of age and they will not allow person(s) under the age of twenty-one (21) years to consume alcoholic beverages.

ID's must be checked and consumers must be wrist banded. No one under the age of 21 (twenty-one) years shall sell tokens and/or tickets for alcoholic beverages, put on wristbands or check identification.

Consumption of alcoholic beverages while serving alcohol is strictly prohibited.

Person(s) serving alcoholic beverages shall present themselves in a professional manner at all times.

All servers and employees are to notify either their supervisor or security personnel when they observe someone who is impaired by alcohol consumption or obviously intoxicated.



## **Consumers**

All patrons must show legally acceptable identification that is: a) issued by a governmental agency (federal, state, county or city); b) contains the name, date of birth to verify age of Twenty one (21) years or more, physical description, and photograph of the individual.

If anyone shows a false identification, or an identification that has been altered, borrowed, stolen, counterfeited or forged, security and or law enforcement officers will be immediately contacted.

No person(s) will be allowed to bring any alcoholic beverages onto the fairgrounds.

Sales will be limited to two (2) cups per person and will reduce to one (1) cup at the discretion of fairgrounds management.

Persons who are either impaired or obviously intoxicated will not be served. Person(s) determined to be intoxicated may be asked to leave the fairgrounds property and offered a safe ride home. Person(s) asked to leave will not receive any event refund.

Patrons are subject to search for alcohol and weapons. This search may take place at any time by security personnel or a Santa Cruz Sheriffs Officer on duty. Alcohol and Weapons signage will be posted at all entrances to the fairgrounds.

Person(s) in possession of unlawful items (i.e. weapons, controlled drugs, false identifications) will have the items confiscated by law enforcement officers.

Underage drinkers or those passing alcohol to underage patrons will be informed of the Fairgrounds policy and will be forced to leave the Fairgrounds.

All alcohol sales inside buildings will cease one (1) hour prior to close of the event. Alcohol sales on grounds will cease one (1) hour prior to closing of the event. Fairgrounds management has the right to adjust closing times.

All alcohol sales are restricted to the immediate alcohol concession area and may not be sold outside this area, including "hawking" of beverages in stands.