

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

19-0193

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR NAME

14TH DISTRICT AGRICULTURAL ASSOCIATION

2. The term of this Agreement is:

START DATE

OCTOBER 1, 2019 OR UPON FINAL APPROVAL, WHICHEVER IS LATER

THROUGH END DATE

DECEMBER 31, 2020

3. The maximum amount 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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	1
Exhibit A	Attachment 1	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions - GIA 610	0
Exhibit D	Special Terms and Conditions	1
Exhibit E	Additional Provisions	1

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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

14TH DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR BUSINESS ADDRESS

2601 EAST LAKE AVENUE

CITY

WATSONVILLE

STATE

CA

ZIP

95076

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTING AGENCY ADDRESS

1220 N STREET, ROOM 120

CITY

SACRAMENTO

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

MONICA AGUIRRE

TITLE

SSMI, GRANTS & CONTRACTS UNIT

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

DGS LTR 28.8

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EXHIBIT A
(Interagency Agreement)

SCOPE OF WORK

1. The California Department of Food and Agriculture (CDFA) Fairs and Expositions Division (F&E) shall provide funding to the 14TH District Agricultural Association (Santa Cruz County Fair) for operational and training costs.
2. The project representatives during the term of this agreement will be:

Requesting Agency:	Providing Agency:
Name: Sarah Pelle	Name: Dave Kegebein
Section/Unit: Fairs and Expositions	Section/Unit:
Address: 1220 N Street Sacramento, CA 95814	Address: 2601 East Lake Avenue Watsonville, CA 95076
Phone: (916) 900-5368	Phone: (831) 724-5671
Email: sarah.pelle@cdfa.ca.gov	Email: dave@bestberrys.com

3. 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

California Department of Food and Agriculture Fairs & Expositions - California Network of Fairs 2019-2020 FY Allocation and Training Reimbursement Program

A. Purpose/Authority/Availability of Funds:

The California Department of Food and Agriculture (CDFA) has \$2.6 million General Fund dollars for local assistance to Fairs within the Network of Fair's class sizes I-IV+ for general operational support and \$200,000 for professional development/training services. Funds are available from October 1, 2019 through December 31, 2020.

B. Responsibilities of Parties:

The Fair shall:

1. Submit the below documents to CDFA by **June 1, 2020**, and comply with the following:
 - a. Approved Board minutes/resolution approving the request/contract for allocations
 - b. 2018 approved Statement of Operations (STOP)
 - c. 2018 Financial Review or Financial Audit¹
 - d. 2020 Operating Budget with supporting approved Board minutes/resolution
 - e. Be in good standing (either current or under a payment agreement duly approved by the appropriate entity) on all loans/obligations to CDFA and all other state entities and Joint Powers Authorities (JPAs)
 - f. Abide by California State Rules for California Fairs, ensuring all youth whom participate in livestock shows have taken an CDFA approved quality assurance course²
 - g. If a fair operated by a nonprofit, comply with the Ralph M. Brown Act (California Government Code section 54950 et seq.) and Public Records Act (California Government Code section 6250 et seq.). All DAAs in the Fairs on the Watch Program (FOTW) must be current on all required reports due to CDFA
 - h. By April 15th of each year, return the completed and signed Form 700s and the filer's certification list to the F&E Training Coordinator
2. Submit all operational allocation requests to CDFA in a timely manner (must be postmarked or emailed by June 1, 2020³).

¹ An audit/financial review engagement letter may be considered

² Proof of program tracking may be requested at anytime

³ If additional time is needed requests for extensions must be submitted to CDFA and approved by prior to June 1, 2020

3. The operational allocation may be used for the following items related to the fair's operations:
 - a. Administration Expenses (i.e., travel, audit, office supplies, training)
 - b. Maintenance & General Operations Expenses (i.e., payroll, training, utilities, supplies and equipment)
 - c. Fair Event Expenses (i.e., advertising, attendance supplies, exhibit supplies)
 - d. Premium Expenses (i.e., awards, ribbons, trophies)
 - e. Horse Racing Expenses (i.e., supplies)
 - f. Satellite Wagering Facility Expenses (i.e., supplies)
 - g. Long-Term Debt (payoff/paydown loans)
 - h. Payment to state agencies for premiums owed (i.e., auto insurance; pension/health premiums; Attorney General's Office services)

4. Submit all training allocation reimbursements to CDFA by **June 1, 2020**.
 - a. The training allocation is to focus on fair fiscal management, facility operations, animal disease transmission prevention/consumer protection, training for Board members and CEOs, reducing liability/exposure, and improving management skill sets.
 - b. Recommended use of training allocation⁴:
 - i. State required trainings
 - ii. Western Fairs Association annual convention
 - iii. Fall Managers' Conference
 - iv. Maintenance Mania
 - v. Event Sale & Management Symposium
 - vi. Strategic planning
 - c. Board of Directors training
If the fair anticipates seeking reimbursement for training not identified above, the class needs to be pre-approved by F&E to ensure it meets the 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).

CDFA shall:

1. Review required documents submitted. Determine whether to approve operational allocation requests. Any allocation requests postmarked or submitted to CDFA after **June 1, 2020** will only be accepted if an extension was granted prior to **June 1, 2020**.

⁴ Only In-state and Border-state travel will be reimbursed, Border-state travel is limited to 5 days, Out-of-state travel will not be reimbursed

2. Reimburse training expenses once invoiced and satisfactory proof of completion has been obtained. CDFA shall approve training expense requests postmarked or emailed by **June 1, 2020**. Reimbursement requests submitted after **June 1, 2020** will not be reimbursed.
3. Work with other state agencies and JPAs to ensure DAAs are remaining current on all obligations owed.
4. Be responsible for maintaining this contract.
5. At its sole discretion, perform an audit on any request.
6. Notify the fair in writing if a request for allocation is denied. The notification will include the reason(s) for the denial and instructions on how to cure the deficiency, with deadline, and how the fair may appeal the denial.

C. Request and Documentation Submittals:

All allocation requests shall be submitted via email to:
Joji Kume, at Joji.Kume@cdfa.ca.gov

EXHIBIT B
(Interagency Agreement)

BUDGET AND PAYMENT PROVISIONS

1. **Invoicing**

- 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.

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. **Payment**

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

- 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-reimbursements.aspx>.

BUDGET DISPLAY

Budget Detail and Payment Provision

1. The allocations for the Fair are as follows:

Fiscal Year	Operational Allocation	Training Allocation	Total
2019-2020	\$38,190.00	\$2,419.00	\$40,609.00

- a. Training Allocations must be requested to CDFA by **June 1, 2020**.
- b. Operational Allocations must be requested to CDFA by **June 1, 2020**¹

¹ If additional time is needed extensions must be submitted to and approved by CDFA prior to June 1, 2020.

EXHIBIT D
(Interagency Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Evaluation of Consultant Contractor**

If this agreement is for consulting services, performance of contractor will be evaluated. The evaluation will be prepared on the Contract/Contractor Evaluation Sheet, STD 4 and be maintained in the CDFA contract file. If contractor did not satisfactorily perform the work, a copy of the negative evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation.

2. **Subcontractors**

Contractor shall not subcontract any services under this agreement without prior approval of the State's representative.

Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

EXHIBIT E
(Interagency 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.