

## Management Contract Fair Manager

This contract entered into as of January 1, 2013, between the 14th District Agricultural Association, a political subdivision of the State of California doing business as the Santa Cruz County Fair (Association), and David Kegebein, an individual, hereinafter referred to as "Contractor";

### WITNESSETH:

WHEREAS, the Association wishes to contract for the services of Contractor as manager of the Santa Cruz County Fairgrounds (Fairgrounds), the Santa Cruz County Fair (Fair) and the Association, and

WHEREAS, Contractor wishes to provide his services to the Fair, Fairgrounds and Association as its Fair Manager; and

WHEREAS, Association and Contractor desire to provide for certain procedures, benefits and requirements regarding the continued service of Contractor; and

WHEREAS, Association and Contractor agree as follows:

#### **1. Employment/Scope of Services.**

Association agrees to continue to employ Contractor as the Fair Manager of the Santa Cruz County Fair and Santa Cruz County Fairgrounds, conferring upon and delegating to Contractor all of the duties, powers and responsibilities of Fair Manager as the same are specifically prescribed and set forth in the State Law and in applicable Ordinances, Resolutions and policies, including but not limited to the Contractor agrees to be Manager of the Fair and Fairgrounds and agrees to serve as such.

The services to be provided by the Contractor shall be under the control, management and general direction of the Association. The Contractor shall provide planning, organization, implementation and administration to

- Develop and use the fairgrounds to provide the public with a variety of social, educational, and cultural activities. The Contractor shall monitor the work of the staff Association and perform other work as required.
- To administer and manage financial accounting, planning, marketing, facility enhancement, community outreach and public relations.
- Direct the implementation of personnel policy for the Board.
- Develop and effectuate adopted Board goals and objectives.
- Comply with state law, rules and regulations.

- Reviews and evaluates current activities in relation to industry trends and wishes of the target audience, including expansion to new areas and reflecting the community's cultural diversity.
- Develop marketing strategy to attract maximum use of the facilities and participation in the activities presented.
- Attend all Board meetings and arranges for the development of agendas and minutes. Actively seek sponsorships and interact with community leaders.
- Direct and approves facility rentals, commerce, concessions and other revenue producing events as applicable.
- Direct and oversee expenditures and purchasing procedures and application and develop and implement standard agreements and personnel policies.
- Direct or personally implement the planning for the annual fair including:
  - Booking grandstand and grounds entertainment. Contract for sound and lights organizing various competitive exhibits including livestock, arts and crafts, home arts, floriculture, etc.
  - Hire judges and schedule staff for various exhibit buildings.
  - Contract for, place, and supervise commercial and food vendors.
  - Plan, contract, and supervise security with law enforcement and private companies.
  - Contract for EMT services.
  - Hire and manage personnel for ticket sales and parking.
  - Plan, contract, and supervise advertising and promotion,
  - Contract, place, and supervision of carnival.
  - Supervise ribbon and award purchases.
  - Work with the lead maintenance person for buildings and grounds preparation.
  - Direct the maintenance of, or personally maintain, records required by the State of California, or Division of Fairs and Expositions, or Board of Directors, and the preparation and presentation of reports.
- Contractor, in order to perform said duties, shall not be required to be on the Fairgrounds any specific period or time but may call to the Board and staff of the Association as necessary.

## **2. Compensation.**

- (a) Association agrees to pay Contractor a monthly salary of \$1.00.
- (b) This contract does not create an employer-employee relationship between the parties. It is the parties intention that David Kegebein will be an independent contractor and not the Association's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act (FLSA) minimum wage and overtime payments, Federal Insurance Contribution Act (FICA), the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Act, State of California revenue and taxation law, State of

California Workers Compensation Employment Law, and the State of California unemployment insurance law. Contractor will maintain sole and complete control over the manner and means in which to carry out Contractor's activities and responsibilities hereunder. Contractor agrees that he is a sole, independent and separate enterprise from the Association, that he has a full opportunity to find and operate other businesses and that he has made his own investment in his businesses and that he will exercise a high level of skill to perform the work described herein. This agreement shall not be construed as creating any joint employment relationship between the Association and the Contractor and the Association will not be liable for any obligation incurred by the Contractor, included but not limited to unpaid minimum wages or overtime premiums.

### **3. Community/Professional Development.**

Association recognizes the responsibility of Contractor to participate in professional associations and organizations on the national, state, regional and local levels to advance and maintain his professional, educational, and technical competency for the benefit of both himself and the Association.

### **4. Term.**

- (a) The term of this Contract shall be for month to month, commencing January 1, 2013 and ending December 31, 2013.
- (b) Contractor is at will and nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Association to terminate the services of Contractor at any time, with or without cause, and for any reason.
- (c) Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Contractor to resign at any time from the position of Fair Manager.
- (d) Contractor agrees to use his best efforts not to voluntarily resign from his position as Fair manager until after the completion of the planning and completion of the 2013 Annual County fair.
- (e) Contractor agrees to provide 90 days written notice prior to resigning from this position.

### **5. Indemnification.**

Association shall defend, hold harmless, and indemnify Contractor against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of or related to an alleged act or omission occurring in the performance of Contractor's duties. Association may conduct such defense reserving the rights of Association not to pay the judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of Contractor's conduct as a Contractor of Association. Association is required to pay the judgment, compromise, or settlement only if it is established that the injury arose out of or related to an act or omission occurring in the scope of Contractor's duties. Nothing in this Contract authorizes or obligates Association to pay that part of any claim or judgment that is for punitive or exemplary damages.

**6. Other Employment.**

Contractor may engage in any other employment or business activity during the term of this Contract without the prior written consent of the Association, providing that Contractor may not engage in any activity while this contract is in force which violates the California Political Reform Act, Section 1090 et seq. of the California Government Code or any other conflict of interest law.

**7. Entire Agreement.**

This Contract constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any and all previous agreements or understandings.

**8. Amendments.**

Except as otherwise provided herein, this Contract may be amended or modified only by a written instrument agreed upon and executed by both Association and Contractor.

**9. Controlling Law Venue.**

This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of Santa Cruz.

**10. Litigation Expenses and Attorney's Fees.**

If either party to this Contract commences any legal action against the other party arising out of this Contract, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**11. Severability.**

If any term or portion of this Contract is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

**Attest:**

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the 29<sup>th</sup> day of January, 2013.

\_\_\_\_\_  
David Kegebein, Contractor

\_\_\_\_\_  
Loretta Estrada,  
President of the Board  
14<sup>th</sup> District Agricultural Association

Dated: January 29, 2013

Dated: January 29, 2013

Attest: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

RESOLUTION NO. 2013-02

Board of Directors, 14th District Agricultural Association, of the State of California

**A Resolution of the 14th District Agricultural Association (Association) of the State of California approving a Manager Agreement between the District and David Kegebein, an individual, in an amount not to exceed \$1.00 per month for the management and operation of the Santa Cruz County Fairgrounds dated January 29, 2013, and authorizing and directing the President of the Board of the Association to execute same.**

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Whereas the District was created pursuant to Part 1 of Division 3 of the California Food and Agricultural Code, commencing with Section 3801, and

Whereas the 14<sup>th</sup> District Agricultural Association is the land within the County of Santa Cruz, and

Whereas, the Association is authorized pursuant to section 3954 of the Food and Agricultural Code to do all things necessary to carry out the powers, objects and purposes for which the Association was formed, and

Whereas, Chapter 3, of part 1 of Division 3 of the California Food and Agricultural Code, commencing with Section 3956 provides that the officers of the Association are its board of directors of nine members, and

Whereas, Chapter 3, of part 1 of Division 3 of the California Food and Agricultural Code, commencing with Section 3963 provides that the officers of the Association shall meet and elect a president, and

Whereas, Chapter 3, of part 1 of Division 3 of the California Food and Agricultural Code, commencing with Section 3964 of the Food and Agricultural Code requires the directors of the District to select a secretary, a manager, and a treasurer from persons who are not members of the board, which three officers are state officers, and

Whereas, subdivision (e) of Section 3965 of the Food and Agricultural Code authorizes the Board to delegate, as it may deem advisable, to its officers or employees the power to manage the affairs of the Association, and

And, whereas it is in the best interests of the Association to designate to David Kegebein the power and authority to manage the affairs of the Association.

**NOW THEREFORE BE IT RESOLVED BY THE Board of Directors of the 14h District Agricultural Association of the State of California as follows:**

**RESOLUTION NO. 2013-02**

**January 29, 2013**

**Board of Directors, 14th District Agricultural Association, of the State of California**

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1. That the Manager Agreement between the 14th District Agricultural Association, of the State of California and David Kegebein, an individual, in an amount not to exceed one dollar per month, for management of the business of the Association dated January 29, 2013, attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved.
2. That the President of the Association be and is hereby authorized and directed to execute such Agreement and to do all other things necessary and appropriate to for and on behalf of 14th District Agricultural Association, of the State of California to achieve its purposes.

Date:

Vote tally:

Signature of president \_\_\_\_\_

Loretta Estrada

Attest \_\_\_\_\_

Mary Banister, Secretary