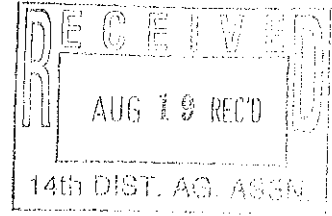




CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION



August 17th, 2016

Mr. Dave Kegebin
14th DAA Santa Cruz County Fair
2601 E. Lake Ave.
Watsonville, CA 95067

Subject: Master Project Agreement

The California Fairs Financing Authority (CFFA) is in the process of updating contract documents between CFFA and the network of California Fairs. For the past 20+ years CFFA and California fairs have conducted business based on a Memorandum of Understanding (MOU) originally signed by the fairs and a Letter of Understanding (LOU) for each individual project. Both of these agreements are being replaced with updated agreements between the individual fair and CFFA.

Each fair doing business with CFFA will enter into a Master Project Agreement (MPA), which outlines how CFFA will perform services for the fair. Once the new Master Project Agreement is in place CFFA will then provide an Individual Project Agreement (IPA), in lieu of the former LOU document, for each individual project to be executed. The IPA (sample attached) will outline the specific project scope, responsibilities and limitations along with the project costs and budgets agreed to.

The new MPA and IPA apply to all new projects regardless of funding source (i.e. grant funding, fair funding, or non-profit funding). We request that you and the Fair Board review, and sign the new Master Project Agreement and return it to CFFA as soon as possible. When approved by your Board, please provide CFFA with a copy of the Board Minutes or Board Resolution approving the Master Project Agreement and authorizing signatures by the Fair CEO and the Fair Board Chair. Once CFFA has received your signed MPA agreement, we will execute the agreement and new projects can be initiated.

Attached is the new Master Project Agreement for your fair. Your timely response and return of the signed agreement is appreciated. Please feel free to contact our offices with any questions.

Regards,

Bryan Eubanks
CFFA Construction Manager



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MASTER PROJECT AGREEMENT BETWEEN CFFA AND FAIR

This Master Project Agreement (“Master Agreement”) is entered into this 17th day of AUGUST 2016, by and between the California Fairs Financing Authority, a joint powers authority (“Authority” or “CFFA”), and the **14th District Agricultural Association / Santa Cruz County Fair** (“Fair”). Authority and Fair are collectively referred to as the “parties” and individually referred to as a “party.”

Whereas, Authority and Fair desire to enter into this Master Agreement to specify how Authority will perform certain services for Fair.

Now, therefore, the parties agree as follows:

1. Designation of Projects. Fair will request and Authority may provide written Individual Project Agreements designating (1) the specific scope of services for the individual project (“Project”), (2) the time for completion of the Project services, (3) the amount to be paid by Fair to Authority for the Project, including the amount of the deposit to be paid to Authority; and (4) any interim approvals determined appropriate by Fair for the performances of the services. The Individual Project Agreements (“IPA”) shall be in substantially the form attached hereto as Attachment “I”. If Authority is willing to perform the requested services set forth in the Individual Project Agreement within terms specified in the Individual Project Agreement, the parties shall sign the Individual Project Agreement.
2. Scope of Services. Authority shall perform the services set forth in the signed Individual Project Agreement. All consultants, professional services and general contractors necessary shall be retained by the Authority and selected in accordance with the California Public Contract Code and other applicable laws. Services provided by the Authority may include project management, and contract management, project administration and bidding services, along with all inspection services on the construction portion of the Project. The Authority will conduct and/or interface with other applicable agencies for all required construction inspections in accordance with the California Building Codes.

3. Access to Documents. Authority agrees that all contract documents, notes, designs, drawings, plans, specifications and other technical data produced pursuant to an Individual Project Agreement shall be made available to Fair, upon request.
4. Audit. Fair shall have the right, at its own expense, to audit the books and records of Authority relating to any Services performed pursuant to this Master Agreement. Said audit shall be conducted, if at all, within two years following the date of completion of the subject Services.
5. Alteration. No alternations or variation of the terms of this Master Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding upon the parties.
6. Authority's Representative. Authority's representative shall be the Managing Director of Authority.
7. Fair's Representative. Fair's representative shall be the Chief Executive Officer of Fair.
8. Compensation and Payment. Payment for Services and Project Costs will be made by Fair to Authority as set forth specifically in the Individual Project Agreement, which shall include the amount placed on deposit with Authority for the Project. "Total Project Costs" will include but are not limited to project management and administration, design and bidding services,, construction and contingencies, fees, third party charges such as legal fees, and Authority staff time, travel, and overhead.
9. Indemnity.

Authority shall defend, indemnify, and hold harmless Fair, its officers, directors, employees, representatives and agents, from and against any and all liability, loss, expense (including reasonable attorneys' fees and litigation expenses), or claims for injury or damages arising out of the performance of this Master Agreement or any Individual Project Agreement between Authority and Fair, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of Authority, or its officers, directors, employees, representatives or agents.

Fair shall defend, indemnify, and hold harmless Authority, and its officers, directors, employees, representatives and agents, from and against any and all liability, loss, expense (including reasonable attorneys' fees and litigation expenses), or claims for injury or damages arising out of the performance of this Master Agreement or any Individual Project Agreement between Fair and Authority, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of Fair, or its officers, directors, employees, representatives or agents.

The provisions of this Section shall survive the expiration, termination or assignment of this Master Agreement or any Individual Project Agreement between the parties.

10. Termination. Either party may terminate this Master Agreement by giving the other party not less than thirty (30) days prior written notice of termination and by completing any non-revocable obligations. This Master Agreement shall remain in force until terminated. Any Services to be provided under an Individual Project Agreement which remains in force and extends past the thirty (30) day notice of termination period shall extend the termination date of this Master Agreement until the completion and approval of the Individual Project Agreement Services. Upon termination of this Master Agreement, Fair shall compensate Authority for all Individual Project Agreement Services performed prior to termination.
11. Notice. All notices required or provided for under this Master Agreement or an Individual Project Agreement shall be in writing and delivered in person, by reputable overnight delivery service, or sent by first class U.S. mail, postage prepaid.

Notices to be given to Fair shall be addressed as follows:

Santa Cruz County Fair
Attn: Chief Executive Officer
2601 E. Lake Ave.
Watsonville, CA 95076

Notices to be given to Authority shall be addressed as follows:

California Fairs Financing Authority
Attn: Managing Director
1776 Tribute Road, Suite 220
Sacramento, CA 95815

12. Waiver. The waiver by either party of the performance of any term, condition, or agreement shall not invalidate this Master Agreement or any Individual Project Agreement. No such waiver shall be deemed or shall constitute a waiver of the time for performing any other act or an identical act to be performed at a later time. No waiver shall be binding unless executed in writing by the party making the waiver.
13. Severability. If any term or provision of this Master Agreement or any Individual Project Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated to be unreasonable.
14. Binding Agreement. This Master Agreement and any Individual Project Agreement shall be binding on the parties and their assigns, successors, administrators, executors, and other representatives.

- 15. Authority. Each person signing this Master Agreement or an Individual Project Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of the Agreement.
- 16. Counterparts. This Master Agreement or any Individual Project Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

This Master Project Agreement is executed as of the date first above written.

14th DISTRICT AGRICULTURAL ASSOCIATION

Name: Dave Kegebein
Title: Chief Executive Officer

**14th DISTRICT AGRICULTURAL ASSOCIATION
FAIR BOARD CHAIR (OR OTHER DIRECTOR)**

Name:
Title:

CALIFORNIA FAIRS FINANCING AUTHORITY

Becky Bailey-Findley
Managing Director

**CALIFORNIA FAIRS FINANCING AUTHORITY
BOARD CHAIR**

John Vasquez
Chair of the Board

ATTACHMENT "I"

SAMPLE INDIVIDUAL PROJECT AGREEMENT

INDIVIDUAL PROJECT AGREEMENT
BETWEEN CALIFORNIA FAIRS FINANCING AUTHORITY AND
[insert name of Fair] FOR [insert name of specific project]
PROJECT# [XXXXXXX]

This Individual Project Agreement ("IPA") is entered into this _____ day of _____ 2016, by and between the California Fairs Financing Authority ("CFFA"), a joint powers authority, and [the _____ District Agricultural Association], [the _____ County Fair], or [the _____ Fair Association, a non-profit corporation] ("Fair"). CFFA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas, CFFA and Fair desire to enter into this IPA to specify how CFFA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated _____, 2016, are incorporated herein by this reference.
2. Scope of Services. CFFA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as Exhibit "A" and incorporated herein, for the identified project ("Project").
3. Not to Exceed Amount. Payment by Fair under this IPA shall not exceed the amount of _____ Dollars (\$ _____) or as later modified in writing between the parties.
4. Project Budget; CFFA Fees. The Project Budget Outline, including CFFA fees, is attached hereto as Exhibit "B" and incorporated herein. Fair agrees to pay CFFA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CFFA. CFFA shall administer the Project Fund Account in accordance with the terms of this IPA and CFFA policy.

Fair shall forward the following funds to CFFA for the Project Fund Account:

[] \$ _____

CFFA shall provide Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.

EXHIBIT "A"

SCOPE OF SERVICES

1. The Fair's designated Project is [*insert description of Project.*] The site of the Project is at the _____ Fairgrounds, located at [*insert address*].
2. Upon receipt of signed IPA, CFFA will perform the following services and work:
 - a) Incorporate the findings of the Project Scoping services to develop a Project Scope of Work, including a projected timeline, and an engineers' estimated project budget. Once approved by the Fair, these items, if applicable, will be incorporated into this Scope of Services as follows: Project Work Plan (Exhibit A-1) and Project Budget (Exhibit A-2).
 - b) Prepare design, plans, and specifications, as deemed necessary.
 - c) Prepare bid and other procurement documents, and administer bidding and contract as necessary or as project scope demands.
 - d) Provide Construction and Contract Management.
 - e) Project management and general project administration.
 - f) Construction inspection.

EXHIBIT "B"

PROJECT BUDGET OUTLINE

[Insert Outline of Project Budget]