

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



AGREEMENT NUMBER <b>18-0188</b>
REGISTRATION NUMBER <b>Vendor ID 45328</b>

- 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  
**14TH DISTRICT AGRICULTURAL ASSOCIATION - SANTA CRUZ COUNTY FAIR**
- The term of this Agreement is: **August 1, 2018, or upon final signature, through December 31, 2019**
- The maximum amount of this Agreement is: **\$ 40,609.00**  
**Forty Thousand Six Hundred Nine Dollars and No Cents**
- 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	2 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 [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

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

Exempt per: **DGS Ltr 28.8**

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)



AGREEMENT NUMBER <b>18-0188</b>
REGISTRATION NUMBER <b>Vendor ID 45328</b>

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  
**14TH DISTRICT AGRICULTURAL ASSOCIATION - SANTA CRUZ COUNTY FAIR**
2. The term of this Agreement is: **August 1, 2018, or upon final signature, through December 31, 2019**
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.

Exhibit A – Scope of Work	1 page(s)
Attachment 1	2 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 [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

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

California Department of General Services Use Only

Exempt per: DGS Ltr 28.8

**EXHIBIT A  
(Interagency Agreement)**

**SCOPE OF WORK**

1. The California Department of Food and Agriculture, Fairs and Expositions Branch, shall provide the Contractor fund allocations for operational and training activities as described in Exhibit A, Attachment 1.
2. The project representatives during the term of this agreement will be:

<b>State Agency:</b>	<b>Contractor:</b>
Name: Sarah Pelle	Name: Dave Kegebein
Section/Unit: Fairs & 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: <a href="mailto:sarah.pelle@cdfa.ca.gov">sarah.pelle@cdfa.ca.gov</a>	Email: <a href="mailto:dave@bestberrys.com">dave@bestberrys.com</a>

## **SCOPE OF WORK**

### **California Network of Fairs FY 2018/2019 Allocation Program**

#### **A. Purpose/Authority**

The California Department of Food and Agriculture (CDFA) has \$2.605 million for local assistance to Fairs within the Network of Fairs class sizes I-IV+ for general operational support and \$200,000 for professional development/training services.

Funds are available from August 1, 2018 through December 31, 2019.

#### **B. Responsibilities of Parties**

##### **The Fair shall:**

1. Submit the documents listed below to CDFA by **June 1, 2019**<sup>1</sup>, and/or comply with the following:
  - a. Approved Board minutes/resolution approving the request/contract for allocations.
  - b. 2017 approved Statement of Operations (STOP).
  - c. 2017 Financial Review or Financial Audit<sup>2</sup>.
  - d. 2019 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 or Joint Powers Authorities (JPAs).
  - f. Abide by California State Rules for California Fairs, ensuring all youth whom participate in livestock shows have taken an approved quality assurance course<sup>3</sup>.
  - g. All Fairs in the Fairs on the Watch Program (FOTW) must be current on all required reports due to CDFA (DAAs only).
  - h. Be current with CDFA's 2019 requirements to provide F&E a list of the Board Members and staff that have failed to meet the Fair Political Practices Commission's requirements regarding the filing of Statement of Economic Interest (Form 700) and/or Ethics training (DAAs only).
  - i. Comply with all applicable State and CDFA rules, policies, directives, guidelines, and other governing oversight requirements (DAAs only).
2. Submit all operational allocation requests to CDFA in a timely manner (must be postmarked or emailed by **June 1, 2019**<sup>4</sup>).
3. The operational allocation may be used for the following items related to the fair's operations:
  - a. Administration Expenses (travel, audit, office supplies, training)
  - b. Maintenance & 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), including deferred maintenance projects
  - h. Large Equipment (examples: vehicles, forklifts, tractors)

<sup>1</sup> If additional time is needed, requests for extensions must be submitted to and approved by CDFA prior to June 1, 2019.

<sup>2</sup> An audit/financial review engagement letter may be considered.

<sup>3</sup> New 2019 State Rule, proof of program tracking may be requested at any time.

<sup>4</sup> If additional time is needed, requests for extensions must be submitted to and approved by CDFA prior to June 1, 2019.

- i. Long-term Debt (pay off/down loans)
- j. Payment to state agencies for premiums owed (i.e. auto insurance, pension/health premiums, attorney/legal services)

Please be advised that operational allocations may not be used for personal services and subcontracting activities. A STOP form may be obtained at:  
<https://www.cdfa.ca.gov/Fairs & Expositions/Resources and Publications/STOP Package.asp>.

- 4. Submit all training allocation reimbursement requests to CDFA by **June 1, 2019**.
  - a. The training allocation is to focus on fair fiscal management, facility operations, animal disease transmission prevention, training for Board members and CEOs, reducing liability/exposure, and improving management skill sets.
  - b. Recommended use of training allocations<sup>5</sup>:
    - i. State required trainings
    - ii. Western Fairs Association annual convention
    - iii. Fall Managers' Conference
    - iv. Maintenance Mania
    - v. Even Sale & Management Symposium
    - vi. Strategic planning
  - c. Board of Directors training – All other training not identified above is to have prior approval by F&E to ensure training is within 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 emailed to CDFA after **June 1, 2019** will only be accepted if an extension was granted prior to **June 1, 2019**.
- 2. Reimburse training expenses once invoice and satisfactory proof of attendance has been obtained. CDFA shall approve training expense requests postmarked or emailed by **June 1, 2019**. Reimbursement requests submitted after **June 1, 2019** 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 contract.
- 5. At its sole discretion, perform an audit on any request.
- 6. Notify the fair in writing if a request for allocation is being denied either completely or partially. The notification will include the reason(s) for the denial and, if applicable, instructions on how to submit a corrected claim.

**C. Request and Documentation Submittals**

All allocation requests shall be submitted either via U.S. Postal Service to:

California Department of Food and Agriculture  
Fairs and Expositions  
1220 N Street  
Sacramento, CA 95814  
Or via email to:

[joji.kume@cdfa.ca.gov](mailto:joji.kume@cdfa.ca.gov)

---

<sup>5</sup> 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.

**EXHIBIT B  
(Interagency Agreement)**

**BUDGET DETAIL 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-meals.aspx>.

**BUDGET DISPLAY**

1. Allocations for the Fair are as follows:

<b>Fiscal Year</b>	<b>Operational Allocation</b>	<b>Training Allocation</b>	<b>Total</b>
2018/209	\$38,190	\$2,419	\$40,609

- a. Training allocations must be submitted to CDFA by **June 1, 2019**.
- b. Operational allocations must be submitted to CDFA by **June 1, 2019**<sup>6</sup>.

---

<sup>6</sup> If additional time is needed, extensions must be submitted to and approved by CDFA prior to June 1, 2019.

*js*

**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.