

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

559



FROM: Stanley Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
10/05/09

SUBJECT: Approval of Agreement with the State of California 46th District Agricultural Association for Law Enforcement Services at the 2009 Southern California Fair

RECOMMENDED MOTION: Move that the Board of Supervisors approve the Agreement for law enforcement services between the County and the 46th District Agricultural Association, and authorize the Chairperson to sign all copies of the Agreement.

BACKGROUND: Under the terms of this Agreement, the Sheriff's Department will be reimbursed for law enforcement services provided at the Southern California Fair, being held October 10th through 18th, 2009, on the Lake Perris fairgrounds. The Department is responsible for operating the Fair's Security Command Post. The Association has agreed to pay extra-duty rates as established by the Board of Supervisors. County Counsel has approved the Agreement as to form.

BR 10-047

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: NEAR R. KIPNIS DATE: _____

Will Taylor for

Stanley L. Sniff Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$51,669	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2009-10

SOURCE OF FUNDS: Extra Duty	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Robert Tremaine*
Robert Tremaine

County Executive Office Signature

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 9/02/08 3.129 | District: 5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.57



AGREEMENT NUMBER 09-59-PS
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
 46th District Agricultural Association
- CONTRACTOR'S NAME
 Riverside County Sheriff's Department
2. The term of this Agreement is: October 10, 2009 through October 18, 2009
3. The maximum amount of this Agreement is: \$ 51,668.52
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)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	
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 checked="" type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 page(s)
CFSA Insurance Requirements- CCC 1004 / Form Employee/Contractor Cert. Form	
W-9, Workers Comp Exempt Form and Non Disclosure Form.	

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside County Sheriff's Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/16/09	
PRINTED NAME AND TITLE OF PERSON SIGNING NEAL R. KIPNIS		
ADDRESS P.O. Box 512 Riverside, CA 92502		<input type="checkbox"/> Exempt per:
STATE OF CALIFORNIA		
AGENCY NAME 46 th District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/6/09	
PRINTED NAME AND TITLE OF PERSON SIGNING Vince Agnifili, CEO		
ADDRESS 18700 Lake Perris Drive, Perris CA 92571		

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS DATE

Scope of Work

- A. The contractor Agrees: To provide the services of uniformed personnel with arresting authority, for the Security Command Post at the 2009 Southern California Fair, October 10th -18th, 2009 on the fairgrounds of the 46th District Agricultural Association 18700 Lake Perris, CA 92571 in accordance with the schedule attached herein and made part of this agreement. Additional personnel if required or deemed necessary by fair management shall be at the same hourly rate as scheduled hours. Officers shall have at their disposal and necessary equipment to provide instant radio communications with the Riverside County Sheriff's Station.
- B. No overtime, hours without prior approval from their CEO The attached rates or sergeants, Cpl., Deps., and CSO II are incorporated herein and made part of this agreement.
- C. The State may terminate this agreement for cause by giving Contractor written notice thereof. In the event services of Contractor are terminated, payment shall be made on an hourly/daily rate for the portion actually worked up to the date and time of termination which shall be pro-rated on the number of hours/days of services performed by contractor in relation to the total amount of financial consideration stated in this agreement.
- D. The attached 2009 Sheriff's proposal is attached and incorporated herein and made part of this agreement.

E. The State Agrees

1. To pay the Contractor prevailing wages for Sergeants, Cpl., Deps., and CSO II and mileage for vehicles, Payment shall be made on the satisfactory completion of the terms stated herein and upon invoice. The total amount for this agreement is not to exceed the sum of FIFTY ONE THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND FIFTY-TWO CENTS (\$51668.52) with out fair manager approval.
2. To provide a golf cart for the sheriff's department to use.
3. To provide an area for command post.

Budget Detail and Payment Provisions

1. Invoicing and Payment:
 - For services satisfactory rendered, and upon invoice and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is listed below and made part of this agreement.
 - The State Agrees: To pay the Contractor per invoice not exceed \$51,668.52
2. The State may terminate this agreement for cause by giving Contractor written notice Thereof in the event services of Contractor are terminated, payment shall be made on an hourly/daily rate for the portion actually worked up to the date and time of termination which shall be prorated on the number of hours/days of service performed by contractor in relation to the total amount of financial consideration stated in this agreement.

Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or and subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no 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.
2. 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.

Prompt Payment Clause

1. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



2009 Southern California Fair
Riverside County Sheriff's Department
Perris Station
Proposed Schedule – Security Operation

Stanley Sniff, Sheriff-Coroner

TELWELL@RIVERSIDESHERIFF.ORG

Day One: Saturday, October 10, 2009
Operation Hours: 1100-2300 hours
Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 10, 2009	Saturday	1200-2400		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$84.29	\$1,011.48
Deps.	7	12	\$66.19	\$5,559.96
CSO II	1	12	\$46.20	\$554.40

Total: \$7,125.84

Day Two: Sunday, October 11, 2009
Operation Hours: 1100-2300 hours
Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 11, 2009	Sunday	1200-2400		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$84.29	\$1011.48
Deps.	7	12	\$66.19	\$5,559.96
CSOII	1	12	\$46.20	\$554.40

Total: \$7,125.84

Day Three: Monday, October 12, 2009 —
 Operation Hours: 1700-2400 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 12, 2009	Monday	1600-2400		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	8	\$84.29	\$674.32
Cpl.	1	8	\$70.47	\$563.76
Deps.	2	8	\$66.19	\$1059.04
CSOII	1	8	\$46.20	\$369.60
		1800-2300		
Deps.	3	5	\$66.19	\$992.85

Total: \$3,659.57

Day Four: Tuesday, October 13, 2009
 Operation Hours: 1600-2300 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 13, 2009	Tuesday	1630-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$70.47	\$493.29
Deps.	2	7	\$66.19	\$926.66
CSOII	1	7	\$46.20	\$323.40
		1800-2300		
Deps.	3	5	\$66.19	\$992.85

Total: \$2,736.20

Day Five: Wednesday, October 14, 2009
 Operation Hours: 1600-2300 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 14, 2009	Wednesday	1630-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$70.47	\$493.29
Deps.	2	7	\$66.19	\$926.66
CSOII	1	7	\$46.20	\$323.40
		1800-2300		
Deps.	3	5	\$66.19	\$992.85

Total: \$2,736.20

Day Six: Thursday, October 15, 2009
 Operation Hours: 1600-2300 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 15, 2009	Thursday	1630-2330		
Rank	Number	Hours	Rate of Pay	Cost
Cpl.	1	7	\$70.47	\$493.29
Deps.	2	7	\$66.19	\$926.66
CSOII	1	7	\$46.20	\$323.40
		1800-2300		
Deps.	3	5	\$66.19	\$992.85

Total: \$2,736.20

Day Seven: Friday, October 16, 2009
 Operation Hours: 1100-2300 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 16, 2009	Friday	1130-2330		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$84.29	\$1,011.48
Cpl.	1	12	\$70.47	\$845.64
Deps.	3	12	\$66.19	\$2382.84
CSOII	1	12	\$46.20	\$554.40
		1600-2400		
Deps.	4	8	\$66.19	\$2118.08

Total: \$6,912.44

Day Eight: Saturday, October 17, 2009
 Operation Hours: 1100-2300 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 17, 2009	Saturday	1200-2400		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$84.29	\$1011.48
Cpl.	1	12	\$70.47	\$845.64
Deps.	7	12	\$66.19	\$5559.96
CSOII	1	12	\$46.20	\$554.40

Total: \$7,971.48

Day Nine: Sunday, October 18, 2009
 Operation Hours: 1100-2300 hours
 Main Event: TBA

Sheriff's Staffing Schedule:

Oct. 18, 2009	Sunday	1200-2400		
Rank	Number	Hours	Rate of Pay	Cost
Sgt.	1	12	\$84.29	\$1011.48
Cpl.	1	12	\$70.47	\$845.64
Deps.	7	12	\$66.19	\$5559.96
CSOII	1	12	\$46.20	\$554.40

Total: \$7,971.48

(29 units, 5.5 miles one way)

Sub Total: \$48,975.25
 Mileage: \$232.87
 +5% MOU: \$2,460.40
Grand Total: \$51,668.52

Exhibit C

General Terms and Conditions

1. **APPROVAL:** This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This agreement is not assignable by the contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and copy and records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (Gov. Code 8546.7, Pub. Contract code 10115 et. Seq., CCR Title 2, section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its offers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers. Laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by contractor in the performance of this agreement.
6. **DUTIES:** Contractor shall continue with the responsibilities under this agreement during any dispute.
7. **TERMINATION FOR CLAUSE:** The state may terminate this agreement and be relieved of any payments should the contractor fail to perform the requirements of this agreement at the time and in the manner herein provided. In the event such termination the state may proceed with the work in any manner deemed proper by the state. All costs to the state shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid to the contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as offers or employees or agents of the state.
9. **RECYCLING CERTIFICATION:** The contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer materials as defined in the public contract code section 12200, in products, materials, goods or supplies offered or sold to the state regardless of whether the product meets the requirements of public contract code section 12209. with respect to printer or duplication cartridge that comply with the requirements of section 12156 (e), the certification required by this subdivision shall specify that the cartridge so comply (pub. Contract code 12205).

settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553. D) Upon demand in writing by the assignor the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that: A) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) part 5 of division 9 of the family code: and B) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and its providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
17. UNENFORCEABLE PROVISION: In the event that any provisions of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the Contractor to qualified recipients of aid under welfare and institutions code section 11200 in accordance with pub. Contracts code 10353.

STATE OF CALIFORNIA
INDEPENDENT CONTRACTOR/EMPLOYEE
DETERMINATION STATEMENT

I certify that I have received the services to be provided by _____ under this contract against the 20 common-law factors, the three additional State criteria for California employment tax purposes, and the list of services which, when provided by individual (s) require the individual (s) to be classified as employee(s). The criteria cited above are documented in the State of California, Fair Memo 92-20.

Based on the results of my review, the individual to be engaged under this contract appears, for the state and federal employment tax withholding and related reported purposes, to be an:

Independent Contractor

Employee

Which of the 23 factors were used to make the above determination?
Common Law #'s 1-23 on attachment I.

I understand that notwithstanding this certification, the proper status of the person (s) hired under this contract being reviewed depends on the manner in which the work is performed and on the nature of this relationship between the contractor and the State agency personnel responsible for the supervision of the contract. Therefore, the status of the contractor for the State and Federal employee tax withholdings and related reporting purposes will be determined when the manner in which the work is performed or the relationship between the contractor and the State agency changes sufficiently to alter the validity of this certification.

I hereby declare that the information provided in this document provided in this document is true and correct and that I have sufficient knowledge of authority and responsibility for the work to be performed under this contract to effectively make this certification.

Vince Agnifili, CEO- Secretary Manager

46th DDA
(951) 657-4221

Date Signed _____

1. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code 10296) (Not applicable to public entities.)

2. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENTS: Contractor hereby certifies that contractor will comply with the requirements of section 6072 of the Business and Professional Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of state contract for legal-services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATION: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a.)

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007 the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name is listed on this Agreement. Upon receipt of legal documentation of name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a. When agreement are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "doing business" is defined in R&TC Section 23101 as actively engaging in any transactions for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into a agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor Shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district: (2) subject to cease and desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirement or discharge prohibitions: or (3) finally determine to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Contractors that are not another state agency or other governmental entity.

**California Department of Food & Agricultural
Non-Disclosure Form**

This agreement is to be signed by all California Department of Food and Agricultural contractors and temporary employees upon contract initiation or hire. The Non-Disclosure Agreement will become part of the contract record or personnel file.

Initials

_____ During the course of performing the duties associated with my employment as a consultant or temporary employee by the California Department of Food and Agricultural (hereinafter) "the Department", I recognize that it is probable, if not certain, that I may come into contact with a wide variety of confidential information, including, but not limited to, administrative practices and procedures, enforcement activities, personnel matters, licensing information, system specifications, financial transactions and emergency response, depending upon the specific nature of my work.

_____ I understand that such information may be encountered orally, in writing or in electronic form, and I acknowledge that it is my responsibility to seek clarification if I am uncertain as to whether a particular kind of information is considered confidential by the Department.

_____ I certify that I will preserve the confidentiality of such information that I come into contact with during the course of my employment, and shall not copy, give or otherwise disclose it to anyone who has not likewise entered into a confidential agreement with the Department.

_____ I understand that I must permanently preserve the confidentiality of such information after I conclude with the performance of consulting services or temporary employment as contemplated, and that I am not relieved from this responsibility if confidential information is independently released into the public domain by others.

_____ Furthermore, I agree to immediately inform appropriate Department personnel in the event that I either learn or have reason to believe that any person with access to confidential information has disclosed, or intends to disclose, such information.

_____ I recognize that any unauthorized disclosure of confidential information on my behalf may form the basis of a civil, criminal or administrative action as well as justify the immediate termination of my contract or employment to provide consulting services with the department.

Signature: _____

Date: _____

Print Name: _____

Telephone Number: _____

Position Title: _____

Fax Number: _____

Email Address: _____

- d. Medical Malpractice- Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability- Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence should be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.
5. Certificate Holder:
- For Individual Events Only- Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only- California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
6. Insurance Company: The Company providing insurance coverage must be acceptable to the California Department of Insurance.

OR

- B. CFSA Special Events Program- The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates- A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance- The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Problems

- A. Maintenance of Coverage- The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at anytime or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be

ACORD_{TV} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Must match name on contract

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ABC Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE OCCURRENCE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

Make sure dates cover event

limits need to be EACH

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The State of California, The District Agricultural Association, County Fair, The County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.

CERTIFICATE HOLDER

Fair needs to be named as certificate holder

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Signature Required

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)

SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)

E-MAIL ADDRESS

MAILING ADDRESS

BUSINESS ADDRESS

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

PARTNERSHIP

CORPORATION:

- MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
- LEGAL (e.g., attorney services)
- EXEMPT (nonprofit)
- ALL OTHERS

ESTATE OR TRUST

INDIVIDUAL OR SOLE PROPRIETOR
 ENTER SOCIAL SECURITY NUMBER:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE:
 Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY STATUS

- California resident - Qualified to do business in California or maintains a permanent place of business in California.
- California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.
 - No services performed in California.
 - Copy of Franchise Tax Board waiver of State withholding attached.

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)

TITLE

SIGNATURE

DATE

TELEPHONE

6

Please return completed form to:

Department/Office: _____

Unit/Section: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

E-mail Address: _____

SOUTHERN CALIFORNIA FAIR
18700 LAKE PERRIS DRIVE
PERRIS, CA 92571

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : :

or

Employer identification number
: : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
 U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.