



# Oregon State Fair Council Meeting Notice & Agenda Thursday, May 19, 2022 at 1:30 p.m.

State Fair & Expo Center  
2330 17<sup>th</sup> Street NE Salem, OR 97301  
Cascade Hall

## **Council Members**

*Vicki Berger, Chair*

*Loyal Burns, Vice Chair*

*Kevin Cameron*

*Jon Chandler*

*Leah Hagele- Perkins*

*George Jennings*

*Dayna Jung*

*Austin McGuigan*

*Arnie Roblan*

*Craig Smith*

## **Advisory Members**

*Representative Paul Evans*

*Senator Bill Hansell*

*Salem City Manager Steve Powers*

## **Our Mission**

The mission of the Oregon State Fair & Exposition Center is to provide a reason and a place for all people to gather, connect and learn, embrace excellence in all forms and celebrate the achievements of Oregonians.

## **Our Vision**

We envision a relevant Oregon State Fair & Exposition Center that embodies good stewardship of the public's trust and serves as a self-sustaining asset for Oregonians to treasure long into the future.

## **Public Comments**

The Oregon State Fair Council values the input of citizens in making important decisions that affect the Oregon State Fair and Exposition center. We also believe in the right of citizens to observe Council meetings. To ensure citizens have an opportunity to attend Council meeting and offer citizen comment and to ensure that the Council can conduct its business, the following guidelines apply to all public comment.

- The Council will have two sign-up sheets at a desk in the meeting room 15 minutes before the scheduled meeting for those wishing to speak on agenda items or non-agenda subjects. Individuals may sign up in person, or in advance of the meeting via email. Email requests should include the date requester wishes to speak, requester's name, phone number and the agenda item or topic of their comments.
- Public Comment on Agenda Items before the Council: individuals on this list will be called to testify before actions on these items are taken. On the sign-up sheet list your name, address and the agenda item upon which you wish to be heard.
- Public Comment on Non-Agenda Items during Board Meetings: list your name, address and the subject matter upon which you wish to be heard.
- You will have 3 minutes to testify, unless otherwise stated.
- When you are called to come forward to speak state and spell your name for the recorded record of the meeting.
- Council members may ask questions to clarify your testimony but will not engage in a discussion with you. Public Comment allows the Council and CEO to hear issues that interest our citizens, but does not allow an opportunity for dialogue between the speaker, Council or Administrators.
- If the Council determines that follow-up is necessary you may be referred to the Chief Executive Officer or an item may be placed on a future Council agenda.
- If you wish to submit written testimony before or at the meeting, please provide 15 copies.
- The Public may not use videos or PowerPoint presentation to accompany their testimony without prior approval by the Board Chair.
- Individuals offering citizen comment are not permitted to make personal attacks on any Council employee, Council member, other testifier, or member of the public.



# Oregon State Fair Council Meeting Notice & Agenda Thursday, May 19, 2022 at 1:30 p.m.

State Fair & Expo Center  
2330 17<sup>th</sup> Street NE Salem, OR 97301  
Cascade Hall

## ***Agenda***

### ***1:30 pm - Public Session***

- I. **Call to Order**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **Approval of Minutes**
  - a. Council Meeting of March 17, 2022
- V. **Council Chair's Report**
- VI. **CEO's Report**
- VII. **Foundation Report** by Debbie McCune
- VIII. **Action Items**
  - a. **State Fair Council**
    - i. Financial Statements 1/1/2022-3/30/2022
    - ii. Discussion and action regarding Intergovernmental Agreement for the 2022 Oregon State Fair Security by Oregon State Police- Presented by Greg Olson
    - iii. Discussion and action regarding 2022 Oregon State Fair Contract for Crowd Management and Guest Services by Starplex Corporation
    - iv. Discussion and action regarding 2022 Oregon State Fair Contract for Janitorial Services by Jani-King
  - b. **Committee Reports and Action Thereon**
    - i. Executive Committee
    - ii. Governmental Affairs Committee
    - iii. Nominating Committee
- IX. **Council Members' Comments**
- X. **Public Comments**
- XI. **Adjourn**



**Oregon State Fair Council Meeting – May 19, 2022**

Agenda Item: IV.a. [For Action]  
Council Meeting Minutes of March 17, 2022



## Minutes of the Oregon State Fair Council Regular Meeting

March 17, 2022

Floral Building- Oregon State Fair & Expo Center

Audio Recorded: Yes

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**I. Call to Order:** The meeting convened at 1:33 pm with Chair Berger presiding.

**II. Roll Call:** The attendance, both by Zoom and by phone, was recorded as shown below:

**Present:**

Vicki Berger, Chair  
Loyal Burns, Vice Chair  
Kevin Cameron, Council Member  
Jon Chandler, Council Member  
Austin McGuigan, Council Member  
Leah Perkins-Hagele, Council Member  
Arnie Roblan, Council Member  
Craig Smith, Council Member  
Kim Grewe-Powell, Director/CEO

**Non-Present:**

George Jennings, Council Member  
Dana Jung, Council Member  
Rep. Paul Evans, Advisory Council Member  
Sen. Bill Hansel, Advisory Council Member

**III. Pledge of Allegiance:** The Pledge of Allegiance was made by all parties present.

**IV. Approval of Minutes:**

- a. Council Meeting of December 9, 2021:** Chair Berger asked if there were any changes or corrections to the minutes presented for approval. Hearing none, a motion was made by Council Member McGuigan and seconded by Vice Chair Burns to approve the minutes as presented. The motion carried unanimously.
- b. Council Meeting of February 17, 2021:** Chair Berger asked if there were any changes or corrections to the minutes presented for approval. Hearing none, a motion was made by Council Member McGuigan and seconded by Vice Chair Burns to approve the minutes as presented. The motion carried unanimously.

**V. Council Chair's Report:** She (Chair Berger) appointed a subcommittee of Vice Chair Burns, Council Member McGuigan, and herself to prepare and recommend an evaluation process of the CEO, for the Fall of 2022.

**VI. CEO's Report:** All employee's received an annual review which was completed in February. Expo business continues to increase. April is a busy month with events like Ag Fest, Athletic Edge Competition, The Great Junk Hunt, National Women in Construction Day, horse shows, Chess for Success, and several multi-cultural concerts. CEO Grewe-Powell has been having conversations with DAS about building repairs, and assistance to obtain bond funds to help with the cost of leaks and immediate repairs that are needed around the facility. CEO Grewe-Powell is working with the marketing team to create a presentation of marketing materials to better tell the story of the Oregon State Fair and Exposition Center, also to include the last two years of how important OSFEC has been to the community during emergency events. The marketing team is also working on the look and feel of the Expo website, to make it user friendly and attractive to potential patrons, and customers. She is also working with the Expo team to implement a post event survey to give clients an opportunity to give feedback regarding building, customer service and concessions/food at OSFEC.

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Council Member McGuigan would like to see ROI per event and how to best maximize expo. He would also like to see if the money spent on marketing is gaining a significant return on business, and figure out how best to invest in Expo, and refine as OSFEC needs.

CEO Grewe-Powell shared OSFEC has a software that will do this for them. It is in the process of being built for OSFEC. It is CEO Grewe-Powell's intention to have it in place by October. CEO Grewe-Powell shared they would gather some data about the cost of holding an expo event and the cost to OSFEC to share with the Council at the next meeting in May. At the May Council meeting CEO Grewe-Powell will announce the 2022 concert line up.

## VII. Action Items

### a. State Fair Council

- i. **Financial Statement 1/1/2022-1/31/2022:**
- ii. **Financial Statement 1/1/2022-2/28/2022:**  
Council Member McGuigan moved to accept the Financial Statements (FS 1/1/2022-1/28/2022, and 1/1/2022-2/28/2022) as presented, and Vice Chair Burns seconded the motion. The motion carried Unanimously.
- iii. **Financial Statement 1/1/2019-2/28/2019 P & L Total:** (Included for comparison purposes only)
- iv. **2022 Contract for Independent Contractor Services for Year-Round and State Fair Digital Outreach and Marketing by Royle Media:** CEO Grewe-Powell shared that the decrease in the contract was in relation to not having a professionally produced TV Commercial, and to replace it with a smaller budget commercial, and heavier emphasis on social media. Council Member Smith moved to accept the Contract for Royle Media as presented, and Council Member Chandler seconded the motion. The motion carried Unanimously.

### b. Committee Reports and Action Thereon

- i. **Executive Committee:** Chair Berger shared that during the Executive Committee Meeting, held on March 3, 2022 the committee passed the 2022 budget. They also passed the end of year 2021 Financial Statements that had been submitted by CEO Grewe-Powell.
- ii. **Governmental Affairs Committee:** Council Member Roblan shared his discussion and meetings with the legislators during the last session. He reminded the council there is going to be a big change over in the next election with Senate leadership. He is working on having conversations with as many people as he can. As the legislators are returning back to the capitol it will make it easier to connect with our representatives.
- iii. **Nominating Committee:** Rich Schultz, and Joel Conder are applying to be council members. Mr. Conder's application has been received and going through the review process.

## VIII. Public Comments on Non-Agenda Items: None

- IX. Council Members' Comments:** Council Member McGuigan asked if there was any gage on the return of Commercial Exhibitors. CEO Grewe-Powell shared that the Commercial Exhibitor packets will be sent out via email soon. The response is usually slow but other fairs have been getting good responses from vendors. Council Member Burns asked, "What percentage of revenue comes from gate admission?" CEO Grewe-Powell responded to Council Member Burns that a good amount of revenue does come from gate admission, but the majority of revenue comes from alcohol, carnival, and parking. She also shared that the fairs admission fee has been the same for many years and that this year OSFEC will be looking to increase the gate admission. Council Member Cameron shared that Travel Salem is looking for land to put baseball and soccer fields. He asked if OSFEC has some land in the back, that is not utilized at the moment, would we consider making it available for this purpose? CEO Grewe-Powell said she is on the Interview Panel for the Travel Salem Sports Position and will inquire about this when business resumes in that area.
- X. Adjourn:** There being no further business, the meeting adjourned at 2:34 pm.

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**Meeting Materials:**

Agenda

Council Meeting Minutes December 9 , 2021

Council Meeting Minutes February 17, 2022

Financial Statements 1/1/2022- 1/31/2022

Financial Statements 1/1/2022-2/28/2022

Financial Statements 1/1/2019-2/28/2019 P & L Total: (Included for comparison purposes only)

2022 Contract for Independent Contractor Services for Year-Round and State Fair Digital Outreach and Marketing by Royle Media



**Oregon State Fair Council Meeting – May 19, 2022**

Agenda Item: VIII.a.i. [For Action]  
Financial Statements 1/1/2022-3/31/2022

**Oregon State Fair Council**  
**Balance Sheet**  
As of March 31, 2022

Mar 31, 22

**ASSETS**

**Current Assets**

**Checking/Savings**

10000 · Maps Checking Account	4,586.21
10100 · Maps Savings Account	5,026.14
10120 · USB - Operating Acct - 5013	605,704.39
10121 · USB - Payroll Acct - 3265	19,933.51
10122 · USB - Premium Acct - 5021	1,778.00
10125 · USB - Mrchnt Pre-Sales - 2438	1,500.00
10127 · USB - Fair Admission -5088	1,179.10
10128 · USB - Office Expo - 5104	69,390.28
10129 · USB - Show Works - 5120	1,376.00
10130 · USB - Camp Ground - 5138	1,373.10
10131 · USB - Office FAIR - 5112	1,270.02
10150 · Petty Cash Box - Fair	57.27
10200 · State Treasury Fund Account	3,952,660.85

**Total Checking/Savings** 4,665,834.87

**Accounts Receivable**

11000 · Accounts Receivable	96,279.00
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**Total Accounts Receivable** 96,279.00

**Other Current Assets**

12001 · *Undeposited Funds	500.00
12004 · Prepaid Rent	500.00
12005 · Prepaid FCC 10 Yr License	1,470.00
12010 · Employee Charges Receivable	178.28
12030 · Prepaid FSA Funding	867.20
13000 · Prepaid Contracts	1,751.16

**Total Other Current Assets** 5,266.64

**Total Current Assets** 4,767,380.51

**Other Assets**

19000 · Capital Investments- SF Council	1,703,685.64
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**Total Other Assets** 1,703,685.64

**TOTAL ASSETS** 6,471,066.15

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

20000 · Accounts Payable	58,779.27
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**Total Accounts Payable** 58,779.27

**Credit Cards**

20045 · US-Bank Ronda Credit Card	1,419.10
20040 · US Bank Credit Card - Mike	330.88
20020 · US Bank Credit Card - Kim	56.64

**Total Credit Cards** 1,806.62

**Other Current Liabilities**

20100 · Deferred Rent Income - MCFair	255,500.00
20515 · Deferred Income - Expo	93,834.50
24000 · Payroll Liabilities	31,566.82



**Oregon State Fair Council**  
**Balance Sheet**  
As of March 31, 2022

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	<u>Mar 31, 22</u>
Total Other Current Liabilities	380,901.32
Total Current Liabilities	441,487.21
Total Liabilities	441,487.21
<b>Equity</b>	
25000 · State Parks Opening Bal	3,014,804.40
25020 · State Biennium Fund 2015-2017	1,015,299.00
32000 · Retained Earnings	2,648,490.46
32001 · Ret Earn - Facility Assess Cost	-254,738.00
32050 · Restricted Net Posititon	7,929.02
Net Income	-402,205.94
Total Equity	6,029,578.94
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>6,471,066.15</u></b>

Oregon State Fair Council  
**Profit & Loss - Total**  
January through March 2022

	<u>Jan - Mar 22</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
50009 - Returned Check Charges	25.00
Administration Revenue	2,733.08
Operations Revenue	11,844.00
Expo Center Revenue	315,811.76
State Fair Revenue	1,287.32
<b>Total Income</b>	<u>331,701.16</u>
<b>Gross Profit</b>	331,701.16
<b>Expense</b>	
Salaries & Wages - Permanent	167,435.66
Contracted Labor - PT/Snl/Temp	21,340.04
Employee Benefits - ER Exp	31,382.32
Payroll Tax - Employer's Share	14,105.29
Professional Services Exp.	73,899.09
Council Expense	195.24
Travel/Training/Relocation - EE	9,519.87
Supplies & Expenses	7,874.17
Dues and Subscriptions	1,435.00
Insurance	182,848.50
Utilities-Elec, Gas, Water, Trash	169,323.47
Maint. and Repairs of Equipment	1,330.29
Maint. of Buildings and Grounds	78,351.24
Special Repairs & Maint.	10,732.19
Marketing Expenses	62,594.48
Vehicle Expenses	1,696.99
Bank Fees	6,349.54
Equipment Purchase <\$5k	1,084.69
Permits, Licenses	123.20
State Fair Marketing Expenses	7,082.50
State Fair Exhibits Expenses	1,610.42
<b>Total Expense</b>	<u>850,314.19</u>
<b>Net Ordinary Income</b>	-518,613.03
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Other Income	123,287.00

05/16/22  
Accrual Basis

Oregon State Fair Council  
**Profit & Loss - Total**  
January through March 2022

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	<u>Jan - Mar 22</u>
Total Other Income	123,287.00
Other Expense	
Special Projects Expense	4,959.91
90700 · Bond Project Exp	1,920.00
Total Other Expense	<u>6,879.91</u>
Net Other Income	<u>116,407.09</u>
Net Income	<u><u>-402,205.94</u></u>

05/16/22  
Accrual Basis

**Oregon State Fair Council**  
**Profit & Loss by Class - Exclude NonCash**  
January through March 2022

	Admin	Operations	Expo	Fair	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
50009 - Returned Check Char...	25.00	0.00	0.00	0.00	25.00
Administration Revenue	2,733.08	0.00	0.00	0.00	2,733.08
Expo Center Revenue	750.00	0.00	315,061.76	0.00	315,811.76
State Fair Revenue	0.00	0.00	0.00	1,287.32	1,287.32
<b>Total Income</b>	<u>3,508.08</u>	<u>0.00</u>	<u>315,061.76</u>	<u>1,287.32</u>	<u>319,857.16</u>
<b>Gross Profit</b>	3,508.08	0.00	315,061.76	1,287.32	319,857.16
<b>Expense</b>					
Salaries & Wages - Permanent	43,031.15	40,254.68	46,050.53	38,099.30	167,435.66
Contracted Labor - PT/Snl/Te...	0.00	10,438.12	10,901.92	0.00	21,340.04
Employee Benefits - ER Exp	16,662.68	9,518.98	2,600.33	2,600.33	31,382.32
Payroll Tax - Employer's Share	2,552.81	3,793.24	4,298.73	3,460.51	14,105.29
Professional Services Exp.	10,111.91	34,214.46	29,545.75	26.97	73,899.09
Council Expense	195.24	0.00	0.00	0.00	195.24
Travel/Training/Relocation - EE	9,519.87	0.00	0.00	0.00	9,519.87
Supplies & Expenses	2,942.35	4,183.82	703.23	44.77	7,874.17
Dues and Subscriptions	1,285.00	0.00	0.00	150.00	1,435.00
Insurance	30,474.75	30,474.75	60,949.50	60,949.50	182,848.50
Utilities-Elec,Gas,Water, Trash	0.00	169,188.96	133.33	1.18	169,323.47
Maint. and Repairs of Equipm...	0.00	1,330.29	0.00	0.00	1,330.29
Maint. of Buildings and Grou...	0.00	66,507.24	0.00	0.00	66,507.24
Special Repairs & Maint.	0.00	10,732.19	0.00	0.00	10,732.19
Marketing Expenses	0.00	0.00	1,094.50	61,499.98	62,594.48
Vehicle Expenses	0.00	1,696.99	0.00	0.00	1,696.99
Bank Fees	4,659.19	0.00	760.67	929.68	6,349.54
Equipment Purchase <\$5k	0.00	1,084.69	0.00	0.00	1,084.69
Permits, Licenses	0.00	123.20	0.00	0.00	123.20
State Fair Marketing Expenses	0.00	0.00	0.00	7,082.50	7,082.50
State Fair Exhibits Expenses	0.00	0.00	0.00	1,610.42	1,610.42
<b>Total Expense</b>	<u>121,434.95</u>	<u>383,541.61</u>	<u>157,038.49</u>	<u>176,455.14</u>	<u>838,470.19</u>
<b>Net Ordinary Income</b>	-117,926.87	-383,541.61	158,023.27	-175,167.82	-518,613.03
<b>Other Income/Expense</b>					
<b>Other Income</b>					
Other Income	123,287.00	0.00	0.00	0.00	123,287.00
<b>Total Other Income</b>	<u>123,287.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>123,287.00</u>
<b>Other Expense</b>					

05/16/22  
Accrual Basis

**Oregon State Fair Council**  
**Profit & Loss by Class - Exclude NonCash**  
January through March 2022

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	<u>Admin</u>	<u>Operations</u>	<u>Expo</u>	<u>Fair</u>	<u>TOTAL</u>
Special Projects Expense	0.00	4,420.65	539.26	0.00	4,959.91
90700 · Bond Project Exp	0.00	1,920.00	0.00	0.00	1,920.00
Total Other Expense	0.00	6,340.65	539.26	0.00	6,879.91
Net Other Income	123,287.00	-6,340.65	-539.26	0.00	116,407.09
Net Income	<u>5,360.13</u>	<u>-389,882.26</u>	<u>157,484.01</u>	<u>-175,167.82</u>	<u>-402,205.94</u>

05/16/22  
Accrual Basis

**Oregon State Fair Council**  
**Profit & Loss by Class - NonCash Trade Only**  
January through April 2022

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	<u>NonCash-Trade</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Operations Revenue</b>	16,108.00	16,108.00
<b>Total Income</b>	16,108.00	16,108.00
<b>Gross Profit</b>	16,108.00	16,108.00
<b>Expense</b>		
<b>Maint. of Buildings and Gro...</b>	16,108.00	16,108.00
<b>Total Expense</b>	16,108.00	16,108.00
<b>Net Ordinary Income</b>	0.00	0.00
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>



**Oregon State Fair Council Meeting – May 19, 2022**

Agenda Item: VIII.a.ii.[For Action]

Discussion and action regarding Intergovernmental Agreement  
for the 2022 Oregon State Fair Security by Oregon State Police  
Presented by Greg Olson

**STATE OF OREGON**  
**Oregon State Fair Council and**  
**Oregon State Police**

**1. PARTIES:**

This Agreement Is between the Oregon State Fair Council, a public corporation, doing business as the Oregon State Fair, hereinafter called "OSFC", and Oregon State Police, a State Agency, hereinafter called "OSP," hereinafter individually referred to as the Party and collectively referred to as the "Parties."

**2. AUTHORITY:**

By the authority granted In ORS 190.110 and 283.110, state agencies may enter Into Agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the Agreement, its officers, or agents have the authority to perform. By the authority granted in ORS 565.470(5), OSFC may enter into agreements with state agencies to obtain services performed by state agencies.

Unless otherwise stated, the designees named below shall be the contact for all activities relating to the Work/Services to be performed under this Agreement. No amendment shall be necessary to change contact information. Each Party shall be required to notify the other Party of any changes within 30 days of a change.

**OSFC Designate**

Greg Olson  
 2330 17th Street NE  
 Salem OR 97301  
 Phone: 503-949-2669  
 Email: usoconsulting@comcast.net

**OSP Designate**

Lieutenant Christopher A. Zohner  
 3565 Trelstad Ave SE  
 Salem OR 97317  
 Phone: 503-509-4273  
 Email: czohner@osp.oregon.gov

**3. TERM:**

This Agreement shall be in effect during the annual Oregon State Fair occurring between June 1, 2022 and December 31, 2022 unless otherwise amended.

**4. AMENDMENTS:**

This Agreement may be amended. No changes to or waivers of provisions of this Agreement will be valid until they have been reduced to writing, approved and signed by all parties.

**5. PURPOSE:**

OSP agrees to perform law enforcement services at the Oregon State Fair & Exposition Center (OSFEC) for the annual Oregon State Fair ("State Fair") which run each year for eleven (11) consecutive days always ending on Labor Day. OSP shall provide OSFC law enforcement services



that are efficient, effective, and directed toward the needs of the State Fair. OSP shall provide professional law enforcement that assures the respect and goodwill of State Fair visitors.

## **6. ROLE AND RESPONSIBILITIES OF OSP**

OSP shall provide sworn officers, within its staffing limits, and on schedules and dates mutually agreed to by both parties, unless circumstances beyond the control of either Party require a schedule change. Such circumstances include, but are not limited to, unusually large or small crowds, inclement weather, short notice changes in scheduled entertainment, OSP emergency responses, and illness or injury to scheduled personnel. The final decision on OSP staffing levels and scheduling will be made by the OSP supervisor in charge.

OSP will place at least one trooper at each of the five primary admission gates for observation of individuals passing through the gates. OSP supervisor in charge can decide, for good reason, to vacate observation duties if they deem necessary. If this decision is made OSP supervisor will make every effort to replace that trooper as soon as possible.

The law enforcement activities will be directed by the OSP supervisor in charge.

Nothing in this Agreement shall limit OSP from providing an appropriate law enforcement presence, or response, to unlawful actions at the State Fair.

After conclusion of each State Fair, OSP shall submit to OSFC a public record of the complaint summary report of notable incidents and law enforcement actions taken during the State Fair. OSP will submit the report to OSFC by October 1, 2022.

The OSP shall provide dispatch personnel to operate an onsite dispatch center located at the Oregon State Fair & Exposition Center during the State Fair hours.

OSP shall assign a key person in the rank of lieutenant or above to be on duty during the hours of 6 am to at least one hour after closing on all eleven (11) days of the State Fair. An OSP Representative shall be present at the morning meeting prepared to give a report and participate for the duration of the meeting. OSFC will provide a schedule and location of the morning Fair planning meetings.

OSP key person shall ensure that the designated carnival area of the annual State Fair is patrolled constantly by multiple teams of two (2) law enforcement officers, one of which must be an Oregon State Police officer. Key person shall assure that officers patrol in an effective manner. Patrol teams of more than two (2) officers will be discouraged unless a larger force is needed in response to an emergency.

Coverage: OSP has the authority to enforce OSFC rules in all OSFC owned or managed property on the grounds of the Oregon State Fair and Exposition Center or contiguous lands thereof. This includes carnival areas, parking lots and public vehicle or pedestrian thruways connecting these properties.

Enforcement: OSP is authorized to enforce all Oregon Revised Statutes and OSFEC rules adopted by the Oregon State Fair Council up to and including assisting State Fair personnel with excluding persons from OSFEC property. Authority applies to all OSFEC property noted in the previous paragraph.

Enforcement to include:

1. Verbal Warnings
2. Assist State Fair personnel with Written Personal Notices of Exclusions
3. Assist State Fair personnel with Violation Notices
4. Arrests

**7. ROLE AND RESPONSIBILITIES OF OSFC:**

OSFC agrees to provide OSP the resources listed below during the State Fair to ensure the effective provision of law enforcement activities:

1. A secure dispatch and operational service facility within the L.B. Day Amphitheatre.
2. Reserved parking area for official vehicles.
3. Credentials as required for non-uniformed staff.

OSFC agrees to provide OSP the services listed below during the State Fair to ensure the effective provision of law enforcement activities:

1. Provide timely and accurate information relating to law enforcement-related incidents.
2. Issue the exclusion notices for those visitors excluded for rule/law violations.

**8. CONSIDERATION:**

All requests for payment will be submitted to:

Kim Grewe-Powell, CEO  
Oregon State Fair & Exposition Center  
2330 17th Street NE  
Salem, OR 97301

The Oregon State Fair and Exposition Center agrees to compensate the Oregon State Police \$219,000.00 for providing enforcement services during the 2022 Oregon State Fair.

- a) This is an increase from the 2021 agreement. There will be an increase in staffing, due to an increase in criminal activity in the Salem area, coupled with OSP's responsibility for lodging and meals.

**9. TERMINATION:**

- a) This Agreement may be terminated by either Party by written consent of either Party with 180 (one-hundred eighty) days' notice.
- b) Any termination under paragraph a) or b) above of this Section shall be without prejudice to any obligations or liabilities of either Party already accrued prior to such termination.

**10. SUBCONTRACTS:**

OSP shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from OSFC. If a subcontractor is approved to work under this Agreement, OSP shall obtain the appropriate insurance certificates required by the Oregon State Fair Council prior to subcontractor beginning work.

**11. RECORDS RETENTION:**

OSP agrees to maintain records of costs and services provided to OSFC document the Project and fully support invoicing. All books, records, and other documents relevant to this Agreement shall be retained for:

1. Six years after the end of the fiscal year during which they were created as required by the Secretary of State's Office for records retention; or
2. Retaining files beyond the retention schedule may be required to complete any audit or to resolve any pending audit findings or other concerns.
3. Should OSFC become aware of the need or requirement to extend the retention period of such documents such notice should be provided to OSP.

## **12. ACCESS TO RECORDS:**

OSFC, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of OSP and any subcontractors which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

## **13. FUNDS AVAILABLE AND AUTHORIZED:**

OSFC certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within OSFC's current financial statement.

Per Diem cash for meals for the officers will be provided and tracked by OSFEC. OSFEC will invoice the amount used by OSP. OSP will reimburse the total used by officers. Receipts and remaining cash will be turned in to the Public Safety Superintendent by September 9, 2022.

## **14. PUBLICITY:**

Any publicity, such as media releases or public safety announcements related to law enforcement activities or incidents, regarding the efforts performed by OSP under this Agreement will be provided to the Public Safety Superintendent and will make a good faith effort to acknowledge the support of the Oregon State Fair and the Oregon State Fair Council. The final decision on law enforcement related releases or announcements and their actual contents will be made by the OSP supervisor in charge.

## **15. MERGER CLAUSE:**

This agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreement or representations, oral or written, not specified herein regarding this Agreement, both parties by the signature below or its authorized representative, hereby acknowledge Act that he/she has read the Agreement, understands it and agrees to be bound by its terms and conditions.

## **16. INSURANCE CLAUSE**

OSP and OSFC understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS 278 and subject to the Oregon Tort Claims (RS30.260-30.300). Each Party agrees to accept the coverage as adequate insurance of the other Party with respect to personal injury and property damage.

Self-Insurance Loss Allocation: The Parties agree that any tort liability claim, suit or loss resulting from or arising out of the Parties' performance of and activities under this contract shall be allocated, as between the Parties, in accordance with the law by the Department of Administrative Services Risk Management for purposes of their respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party to this contract agrees to notify Risk Management and the other Party in the event it receives notice or knowledge of any claims arising out of the performance of, or the Parties activities under this contract.

**17. AGREED:**

**OREGON STATE POLICE (OSP)**

BY: \_\_\_\_\_ **19-36001779**  
**Signature** **Date** **Fed. ID#**

\_\_\_\_\_  
**Print Name**

**KIM GREWE-POWELL, CEO  
OREGON STATE FAIR COUNCIL (OSFC)**

BY: \_\_\_\_\_ **47-1909318**  
**Signature** **Date** **Fed. ID #**

\_\_\_\_\_  
**Print Name**



**Oregon State Fair Council Meeting – May 19, 2022**

Agenda Item: VIII.a.iii.[For Action]

Discussion and action regarding 2022 Oregon State Fair Contract  
for Crowd Management and Guest Services by Starplex Corporation



**Contract for Independent Contractor Services For  
Contract for Crowd Management and Guest Services – 2022 Oregon State Fair By STARPLEX  
Corporation**

- I. **Parties.** This Contract (“Contract”) is between the Oregon State Fair & Exposition Center (“OSFEC”) and STARPLEX Corporation (“Contractor”).
- II. **Contract Period.** This Contract is effective upon execution by all parties. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on 12/31/2022.
- III. **Modification Terms.** The Parties, or their successors, may modify the terms of this Contract, subject to mutual agreement on modified terms. Modifications to this Contract must be in writing and signed by both parties to be effective. Modification must be fully effective before Contractor performs any additional Services under the modified terms or OSFEC makes any additional payments subject to the Modification.
- If the Parties wish to modify this Contract beyond 12/31/2022, Contractor requests Notice on or before 11/30/2022.
- IV. **Insurance.** At the sole expense of the Contractor, Contractor shall obtain insurance and provide proof of coverage as specified in **EXHIBIT A – INSURANCE REQUIREMENTS** prior to performing Services under this Contract.
- If OSFEC does not require Contractor to show proof of Automobile Liability as contained in this Contract, Contractor shall not operate their vehicle(s) for official OSFEC purposes such as transporting supplies, exhibits, and/or individuals, or operate their vehicle(s) inside the fairgrounds at any time. Doing so would be at Contractor’s own risk and Contractor personally accepts full responsibility for any and all damage that may result.
- V. **Statement of Work.** Contractor shall provide the Services described in **EXHIBIT B – CONTRACTOR SERVICES** in accordance with the terms and conditions of this Contract. Due to the unique scope of work provided under this Contract, time is of the essence.
- VI. **Compensation.** OSFEC shall pay Contractor per fee schedule for an amount not to exceed \$189,306.36 for completing all Services required under this Contract.
- a. **Fee Schedule –** Contractor proposes its rates per service hour. The service scheduled shall be based on the Oregon State Fair proposed staffing levels and included as a part of this contract in **Exhibit C**. The service costs for this contract shall not exceed \$189,306.36 without the written approval of OSFEC or its designated representative. Service Fees are as follows:
- i. **Level 1 Regular Personnel** - \$24.50 per hour;
  - ii. **Level 2 DPSST Personnel** - \$25.00 per hour;
  - iii. **Level 3 DPSST + Leader Personnel** - \$27.00 per hour;
  - iv. **Level 4 DPSST + Supervisory Manager** - \$30.00 per hour.
- VII. **Basis of Payment.** OSFEC will pay Contractor all amounts due under this Contract by monthly invoices in arrears. Invoices shall indicate hours worked per day and a general statement per day of activities associated with the Services under this Contract. The Parties shall send the invoices and payments to the respective address listed in Section IX. Contractor shall submit to OSFEC Contractor’s W-9 with this contract. Failure of the Contractor to submit a valid W-9 will result in delayed contracting and/or payment.
- VIII. **General Payment Provisions.** OSFEC shall not pay for any Services performed before the effective date or after the termination date of this Contract unless mutually agreed upon in writing.
- IX. **Notices.** Except as otherwise expressly provided in the Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, to the Contractor’s Authorized Representative or OSFEC’s Authorized representative at the address, email address, or fax number set forth below.
- a. **OSFEC Authorized Representative**
- Kim Grewe-Powell, CEO  
Oregon State Fair & Exposition Center  
2330 17<sup>th</sup> Street NE  
Salem, OR 97301  
(971) 701-6566  
kgrewe-powell@oregonstatefair.org



## ADDITIONAL TERMS and CONDITIONS

1. **Independent Contractor.** At all times under this Contract, OSFEC and Contractor are acting and performing as independent contractors. Contractor understands and agrees that it is not an "officer," "employee," or "agent" of OSFEC. Neither party shall make any statements, representations, nor commitments of any kind or take any action binding on the other except as provided for herein or authorized in writing by the party to be bound. OSFEC reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, OSFEC cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.
2. **Responsibility for Taxes and Withholding** Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under the Contract. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under the Contract, except as a self-employed individual.
3. **Subcontracts.** The provisions of the Contract shall be binding upon and inure to the benefit of the Parties, their respective successors, and permitted assigns, if any.
4. **Assignments.** Contractor shall not assign, delegate, or transfer any of its rights or obligations under the Contract without OSFEC's prior written consent.
5. **Third Party Beneficiaries.** OSFEC and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
6. **Representations and Warranties.** Contractor represents and warrants that:
  - a) The Authorized Representative of the Contractor has the power and authority to enter into and perform the Contract;
  - b) The Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and
  - c) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade, or profession, and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a timely, professional manner by qualified personnel and in accordance with the highest standards prevalent in Contractor's industry, trade, or profession.
7. **Indemnification.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon; Oregon State Fair Council, Oregon State Fair & Exposition Center, its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract, including without limitation, any claims against Oregon State Fair & Exposition Center.
8. **Future Assurances.** Each of the parties hereto shall use best efforts to furnish the other party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Contract and give effect to the transactions contemplated hereby.
9. **Events of Breach.**
  - a) **Breach by Contractor.** Contractor breaches this Contract if Contractor (a) commits a material breach of this Contract by failing to comply with any covenant, warranty, obligation, or certification under this Contract; and (b) fails to cure the breach within fourteen (14) calendar days after OSFEC delivers written Notice of breach to Contractor or a longer period as OSFEC may specify in the Notice.
  - b) **Breach by OSFEC.** OSFEC breaches this Contract if OSFEC (a) commits a material breach of this Contract by failing to comply with any covenant, warranty, or obligation under this Contract; and (b) fails to cure the breach within fourteen (14) calendar days after Contractor delivers Notice of breach to OSFEC or a longer period as Contractor may specify in the Notice.
10. **Contract Disputes.** In the event a suit or action is instituted to enforce any of the terms of this Contract, each party shall pay its own attorney's fees and costs.
11. **Receipt of Notice.** The date the written Notice of breach is received by the Contractor or OSFEC as determined in Section 11 will be considered day one (1) of the fourteen (14) days allowed to correct the breach unless a longer period is specified in the written Notice.

Mailed Notices are deemed received five (5) business days after mailing when properly addressed and deposited prepaid into the U.S. Postal Service. Faxed Notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. E-mail Notices are deemed received upon electronic confirmation of receipt. Notices delivered by personal delivery are deemed received when delivered to the Authorized Representative personally or to the Authorized Representative's physical address.
12. **Force Majeure:** This section describes our obligations to you and your obligations to us if one of us is unable to perform under our contract because of an "Occurrence" outside of your control or our control.

"Occurrence": There are occurrences that neither of us can control: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war (whether war is declared or not), invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, action or law; (e) actions, embargoes or blockades in effect on or after the date of this contract; (f) national or regional emergency, including pandemic emergency; or (g) strikes, labor stoppages or slowdowns or other industrial disturbances.

If You Cannot Perform: If you cannot perform your services promised to OSFEC under this contract either because an "Occurrence" has made it impossible for you to perform, or because an "Occurrence" prohibits OSFEC from allowing you to perform, OSFEC will pay you for the work you have performed up to the date of "Notification". You agree that OSFEC has no further obligation to you under the contract and that the contract is automatically terminated effective as of the date of Notification of the "Occurrence".

"Notification": We each agree to notify the other of our inability to perform our obligations under our contract within 48 hours of when we learn about the "Occurrence", or within 48 hours of when we reasonably realize we will be unable to perform due to the "Occurrence".



Duty to Minimize: Upon Notification, if it is commercially reasonable for that party to still perform its respective obligations under the contract after the "Occurrence" is over, that party shall resume its obligations as soon as reasonably possible as long as the other party agrees and shall do its best to minimize the delay in performing its obligations under the contract.

**13. Termination.**

- a) OSFEC may terminate this Contract by providing Contractor not less than thirty (30) days written notice.
- b) Contractor shall be entitled to full payment of project fees for services provided through the date of termination.
- c) Contractor may terminate this Contract with not less than sixty (60) days written notice if OSFEC is in breach of the terms of this Contract.
- d) OSFEC may, at its sole discretion, terminate this Contract immediately upon Notice to Contractor, or at a later date as OSFEC may establish in the Notice, if federal or state laws, regulations or guidelines are modified or interpreted in such a way that OSFEC purchase of the Services under this Contract is prohibited.

14. **Access to Records.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract for a minimum of six years, or a longer period as may be required by applicable law, following Contract termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever ending is later. Contractor shall maintain all financial records in accordance with generally accepted accounting principles. During this record-retention period, Contractor shall permit OSFEC and their duly authorized representatives' access to the records at reasonable times and places for purposes of examination and copying.

15. **Survival.** In addition to all provisions which by their context or nature extend beyond Contract expiration, termination or full performance, the following provisions shall remain in effect

beyond any Contract expiration, termination or full performance: general payment provisions; third party beneficiaries; indemnification; access to records; governing law; venue; consent to jurisdiction.

16. **Interpretation.** For purposes of this Contract, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereto" and "hereunder" refer to this Contract as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Contract; (y) to an agreement, instrument, or other document means such agreement, instrument, or other; and (z) to a statute means such statute any successor legislation thereto and any regulations promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Contract to the same extent as if they were set forth verbatim herein. All references to "\$" or "dollars" mean the lawful currency of the United States of America. Whenever the masculine is used in this Contract, the same shall include the feminine and whenever the feminine is used herein, the same shall include the masculine, where appropriate. Whenever the singular is used in this Contract, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.
17. **Headings.** The headings identifying the various section and subsections of this Contract are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.
18. **Sufficiency.** These Terms and Conditions have been reviewed for sufficiency.

# OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

The **Code of Business Ethics and Conduct (Code)** are the **Oregon State Fair and Exposition Center's (OSFEC)** conduct requirements placed on Contractor and their representatives while performing work contracted by OSFEC. Every effort has been made to ensure that the Code is clear, practical, and consistent. However, no document can address every situation, so we encourage you to raise questions to the OSFEC CEO if something is unclear.

For the purposes of this **Code**, "**Contractor**" includes the business entity, all of its officers, directors, employees, subcontractors, and other agents. This **Code** applies to all contract activities involved in providing goods and services to **OSFEC**, whether on **OSFEC** premises or off premises.

1. **Responsibility and Accountability.** Contractor is expected to:
  - a. Adhere to the highest standards of ethical business conduct;
  - b. Know and comply with this Code and OSFEC's other corporate policies, if applicable, and procedures that pertain to the contracted services;
  - c. Maintain a work environment that encourages open and honest communication regarding ethics and business conduct issues and concerns;
  - d. Avoid placing, or seeming to place, pressure on employees that could cause them to deviate from acceptable ethical behavior;
  - e. Seek advice and guidance when unsure of a specific action; and
  - f. Report suspected violations of this Code by Contractor to OSFEC immediately.

A Contractor that violates this Code will be considered in breach of the contract with OSFEC. Violations may also result in civil or criminal penalties.

2. **Anti-Discrimination and Anti-Harassment** Contractor agrees to not tolerate discrimination or harassment by anyone, including a supervisor, co-worker, supplier, vendor, consultant, visitor or customer of Contractor or OSFEC while on OSFEC property or representing OSFEC offsite. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as race, color, religion, national origin, sex, sexual orientation, age or physical or mental disability.
3. **Working in a Safe Manner.** Contractor must report any injury, accident, fatality or near misses to the OSFEC CEO immediately after it is reported to Contractor representative. Contractor must comply with all Oregon Occupational Safety and Health Administration (OSHA) reporting requirements and OSFEC's Safety Guidelines. Failure to observe OSHA's safety, health, injury and reporting requirements will be considered a breach of contract.
4. **Providing Outstanding Customer Service.** Contractor will treat and communicate with everyone they encounter in a courteous, respectful and professional manner. Contractor may come in contact with unsatisfied customers. If a complaint involves services provided by Contractor and can be resolved easily, please do so. If the scope of the complaint is beyond Contractor's control, an OSFEC representative should immediately be contacted to manage the situation.
5. **Alcohol, Marijuana and Drug-Free Work Place.** The distribution, dispensing, possession or use of illegal drugs or other controlled substances, except for approved medical purposes, by Contractor at the OSFEC location or when Contractor is representing the OSFEC offsite, is strictly prohibited. In no event should any Contractor be under the influence of alcohol, illegal drugs or controlled substances (other than controlled substances approved for medical purposes and allowed by Contractor for the job assigned) while performing contact services for OSFEC. Alcohol may only be consumed by Contractor on OSFEC premises if prior authorization is provided by OSFEC CEO and Contractor. Off-duty Contractor may participate in OSFEC events as a member of the general public. OSFEC requires that if off-duty Contractor

representatives participate in OSFEC events, they wear street clothes rather than their Contractor's uniforms. Marijuana is illegal under federal law and is considered an illegal and/or unauthorized controlled substance for purposes of this policy.

6. **Protection & Use of Assets, Intellectual Property and Confidential Information.** Contractor is responsible for the protection and appropriate use of OSFEC's assets, intellectual property and confidential information. OSFEC-furnished property shall be used, maintained, accounted for and disposed of in accordance with the applicable OSFEC requirements, policies and government regulations.

Contractor may be allowed to use OSFEC software in conducting services provided in the OSFEC contract. Contractor shall use all software only in accordance with the terms of the OSFEC's license agreements or other contracts under which the software is supplied. OSFEC licensed software may not be copied or provided to any third party unless authorized by OSFEC and in compliance with the applicable license agreement.

Contractor will protect OSFEC trade secrets and confidential information and to refuse any improper access to trade secrets and confidential information of any other Contractor or entity, including our competitors. For the purposes hereof, "confidential information" also includes information relating to OSFEC's employees and other persons or entities that Contractor is obligated by law or agreement to maintain in confidence.

7. **Avoid Personal conflicts of Interests.** Contractors and their employee have the legal duty to carry out his or her responsibilities with the utmost good faith and loyalty to OSFEC. A "personal conflict of interest" occurs when your own interests (for example, financial gain, career development, or reputation advantage), or those of your immediate family, interfere in any way or even appear to interfere with the OSFEC's legitimate business interests or your ability to make objective and fair decisions when performing your job. To avoid potential conflicts of interest, Contractors should avoid any activity that could reasonably be expected to put Contractor in a conflict situation. This includes offering or accepting gifts, entertainment, services or favors that are offered to or accepted by OSFEC employees or Contractor in order to gain a business advantage.
8. **Obligations of Employees to Report Violations.** It is the responsibility of Contractor having knowledge of any activity that is or may be in violation of this Code or any law or regulation applicable to Contractor's business to immediately report such activity to OSFEC CEO or his/her designee. Retaliation against any employees who report what they believe in good faith to be a violation of this Code or any law or regulation is prohibited.
9. **Investigation of Misconduct.** OSFEC reserves the right to use any lawful method of investigation that it deems necessary to determine whether any person has engaged in conduct that in its view interferes with or adversely affects its business. Contractor is expected to cooperate fully with any investigation of any violation of law, OSFEC policies and procedures or this Code.
10. **Obtaining More Information.** Contractor's representatives who have questions about this Code should seek guidance from the OSFEC CEO or his/her designee.

## EXHIBIT A - INSURANCE REQUIREMENTS

These requirements apply to most contracts between the Oregon State Fair & Exposition Center (OSFEC) and Contractors and Renters. OSFEC reserves the right to amend the insurance requirements of any contract at any time. Certain activities/events have additional insurance requirements, higher limits, etc.

Contractor/Renter shall obtain, at Contractor/Renter's expense, the insurance specified below before performing any work under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. The Contractor/Renter shall pay all deductibles, self-insurance retention and self-insurance if any. All insurance must be issued by an insurance company licensed to do business in Oregon.

1.  **Required of Contractors/Renters with one or more workers, as defined by ORS 656.027.**

**WORKERS' COMPENSATION.** All employers, including Contractor/Renter, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor/Renter acknowledges that it is totally responsible for complying with Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires that insurance be provided for all subject workers. Contractor/Renter also agrees to indemnify, defend, and hold harmless the State of Oregon; and the State Fair Council and Oregon State Fair and Exposition Center and its officers, employees and agents from any and all claims arising out of or based upon the workers' compensation laws of the State of Oregon. Contractor/Renter shall require and ensure that each of its subcontractors complies with these requirements.

2.  **Required of all Contractors/Renters.**

**COMMERCIAL GENERAL LIABILITY.** Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial general liability insurance covering activities/operations/indemnity provided under this Contract. Coverage requirements are a minimum of \$1,000,000 per occurrence of personal injury, bodily injury, death, property damage, products and completed operations and contractual liability coverage. Coverage shall be written on an occurrence basis with an annual aggregate limit that shall not be less than \$2,000,000.

The State of Oregon; and the Oregon State Fair Council, Oregon State Fair & Exposition Center, and its officers, employees and agents must be named as an additional insured on Contractor/Renter's insurance certificate, with respect to operations/activities performed under this contract. The certificate shall show coverage for dates which cover the period of the Contractor/Renter's operations/activities under this contract. The name of the "Insured" Contractor/Renter on the certificate of insurance provided must be the same as the Contractor/Renter listed on the Contract. Insurance declarations pages and automatic renewal policy statements will not be accepted as valid forms of insurance coverage. See Example attached.

**TAIL COVERAGE (REQUIRED ONLY IF INSURANCE IS WRITTEN ON A "CLAIMS MADE" BASIS).** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor/Renter shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor/Renter's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract.

3.  **Required**  **Not Required**

**AUTOMOBILE LIABILITY.** Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial business automobile liability insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

In lieu of commercial business automobile liability, the required coverage may be in the form of a personal use auto policy endorsed for business use. Combined single limit per occurrence shall not be less than \$1,000,000.

4.  **Required of all Contractors/Renters.**

**CANCELLATION ENDORSEMENT.** Notice of cancellation of any of the required insurance coverages, except for Auto Liability, is required. All policies required here shall be endorsed and include the State of Oregon, Oregon State Fair Council and Oregon State Fair & Exposition Center on the policy as a cancellation notice recipient. See examples attached.

5.  **Required of all Contractors/Renters.**

**CERTIFICATE(S) AND PROOF OF INSURANCE.** Contractor/Renter shall provide to the Oregon State Fair & Exposition Center Certificate(s) of Insurance and any policy endorsements for all required insurance before delivering any Goods and performing any Services required under this Contract.

**The certificate must:**

- Name the State of Oregon; and the Oregon State Fair Council, Oregon State Fair & Exposition Center, and its officers, employees, and agents as Additional Insureds on all policies except for Auto Liability, with respect to operations/activities performed under this contract; and
- Name the Oregon State Fair & Exposition Center as the Certificate Holder; and
- State that all Contractor/Renter coverage shall be primary and non-contributory with any other insurance and/or self-insurance; and
- (Only if insurance is written on a "claims made" basis) Confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided; and
- Endorse all policies to include Oregon State Fair & Exposition Center as a policy cancellation notice recipient, except Auto Liability.

## EXHIBIT B – CONTRACTOR SERVICES

### CRIMINAL HISTORY CLEARANCE

Contractor shall perform criminal history checks on all employees providing Services in accordance with the Agreement or otherwise representing Contractor at the Oregon State Fair and Exposition Center. Only those employees of Contractor who meet the following criminal history clearance criteria will be allowed to provide Services;

- a. No convicted sex offenses;
- b. No convicted person-to-person crimes; and
- c. No convicted felony thefts.

Failure to comply with the provisions of this Section will be material breach of this contract and subject to the provisions of Additional Terms and Conditions, Section 9 of this contract.

### 1.0 GENERAL REQUIREMENTS

#### 1.1 DPSST Compliance

During the Term of the Contract, Contractor shall comply with all applicable requirements of the Department of Public Safety Standards and Training (DPSST) pertaining to the Regulation of Private Security Services Providers in accordance with ORS 181.870 – 181.991 and OAR Chapter 259 Division 60, including but not limited to the following:

**1.1.1 Contractor Registration.** Contractor shall be registered with the Department of Public Safety Standards and Training (DPSST) in accordance with DPSST policy.

**1.1.2 Executive Manager.** Contractor shall have on staff a designated Executive Manager who is licensed by the Department of Public Safety Standards and Training (DPSST) under ORS 181.877.

#### 1.2 Contractor's On-Site Representative

Whenever Contractor is providing Services for Oregon State Fair (OSF) under the Contract, Contractor shall designate an On-Site Representative who is knowledgeable and experienced regarding security operations and who is empowered to represent Contractor when interacting with OSF and its customers. Contractor's On-Site Representative must be available via pager, cellular telephone, or radio during all hours Contractor's personnel are providing Services at the State Fairgrounds. Contractor shall provide to the OSF Authorized Representative the name and contact information for the On-Site Representative before work begins under the Contract.

#### 1.3 Transportation of Contractor's Personnel

Contractor is responsible for the transportation of all Contractor's personnel providing Services under the Contract. OSF will provide reasonable accommodations for parking and camping as determined by OSF Authorized Representative.

#### 1.4 Scheduling of Contractor's Personnel

Contractor shall schedule Contractor's personnel in order to meet the needs of OSF as specified in the Contract. Contractor must schedule personnel to work irregular or staggered shifts to ensure the grounds are covered twenty-four (24) hours per day, when required. Contractor is solely responsible for managing the scheduled shifts and complying with any applicable rules or regulations regarding payment of overtime. OSF will pay only the established Hourly Rates for Services and will not reimburse Contractor for any overtime charges under the Contract.

#### 1.5 Uniforms and Appearance

Contractor shall provide uniform clothing that is clean, neat in appearance, and clearly identifies the individual as being employed by Contractor. Uniforms must consist of no less than sport or polo shirts in a style and color consistent for all Contractor personnel and that have Contractor logo on the front or back. Uniforms may include hats and/or jackets. Uniforms must be approved by OSF's Authorized Representative. Contractor's personnel shall wear the approved uniform and display minimal body ornamentation while providing Services under the Contract.

#### 1.6 Equipment and Supplies

Contractor shall provide all equipment and supplies necessary to provide the required Services under the Contract, including but not limited to flashlights, inclement weather gear, and bicycles for non-peak hours patrols. If requested by OSF, Contractor shall provide metal detector wands for use as needed at admission gates for personal safety inspections.

## 2.0 PERSONNEL TO BE PROVIDED

### 2.1 Categories

Contractor shall provide the following categories of personnel to perform the Services under the Contract. The quantities of each category will be specified in the Purchase Order.

#### Level   Minimum Requirements

- 1      **Meets the minimum standards for Age, Moral Fitness and Criminal History described in OAR 259-060-0020**
- 2      **DPSST Certified Private Security Professional in accordance with ORS 181.875**
- 3      **DPSST Certified Private Security Professional in accordance with ORS 181.875 and OLCC training/certification**
- 4      **DPSST Certified Private Security Professional in accordance with ORS 181.875 and leadworker status**
- 5      **DPSST Licensed Supervisory Manager in accordance with ORS 181.877**

### 2.2 Minimum Physical Capabilities

All Security Professionals performing Services under the Contract must be physically capable of performing the following activities:

- Stand/walk on asphalt/concrete for eight hours
- Climb stairs repeatedly during an eight-hour shift
- Push a wheelchair up an inclined platform
- Read and tear tickets
- Speak clearly and provide understandable directions to event patrons

### 2.3 Minimum Training Requirements

All security personnel performing services under the Contract must have the following minimum training and/or experience:

- Basic First Aid and CPR certification by the American Red Cross or equivalent authority
- Training or experience interacting with event patrons and providing event-related information and directions
- Training or experience dealing with difficult, hostile and/or belligerent individuals successfully
- Training or experience on two-way radio communications and proper radio procedure

Personnel levels 3, 4 and 5 must have the following minimum training and/or experience:

- Training or experience recognizing the visual effects of alcohol and drugs and dealing effectively with drug or alcohol impaired individuals

Personnel levels 4 and 5 must have the following minimum training and/or experience:

- Experience working with crowds exceeding 25,000 people within an area of 10 acres or less

## 3.0 SERVICES TO BE PROVIDED

### 3.1 General Service Expectations

Contractor and Contractor's employees shall perform all Services in a professional manner and in accordance with industry standards and DPSST standards as applicable.

### 3.2 Services for the Annual State Fair

Contractor shall provide unarmed security, crowd control and related services as specified in the Contract. Unless otherwise specified in the Contract, the following requirements apply to all Services performed during the Annual State Fair.

**3.2.1 Staffing and Scheduling Requirements.** Contractor shall assign appropriate quantities and levels of personnel according to the agreed upon schedules and to the specific areas of responsibility on the State Fairgrounds as specified in the Contract. Areas of responsibility may include, but are not limited to, the following:

**a) Level 1 Services:** Unless otherwise requested by OSF, Contractor shall provide Level 1 Personnel to provide the following services:

- Ticket Takers,
- Roamers on grounds,
- General crowd management

**b) Level 2 Services:** Unless otherwise requested by OSF, Contractor shall provide Level 2 Personnel to provide the following services:

- Public safety inspections at gates, entrances, checkpoints
- Parking and traffic control
- Vehicle escorts inside the fenced areas of Oregon State Fair & Expo Center
- Light monitoring
- Night watch duties

**c) Level 3 Services:** Contractor shall provide Level 3 Personnel to provide the following services:

- Beverage inspection on grounds, at concerts and special events

**d) Level 4 Services:** Contractor shall provide Level 4 Personnel to provide the following services:

- Any position requiring lead worker responsibilities on a recurring basis, including but not limited to: orienting new employees; assigning and reassigning tasks to accomplish prescribed work efficiently; giving direction to workers concerning work procedures; transmitting established standards of performance to workers; reviewing work of employees for conformance to standards; and providing informal assessment of workers' performance to the supervisor.
- Office duties and responsibilities
- Dispatch duties and responsibilities

**e) Level 5 Services:** Contractor shall provide Level 5 Personnel to meet the following requirements:

- Contractor shall designate two On-Site Representatives—one AM shift Supervisor and one PM shift Supervisor—that satisfy the requirements of section 1.2 above.
- Contractor shall provide an adequate number of Supervisory Managers to supervise Level 1 Personnel in accordance with the requirements of OAR 259-060-0015 pertaining to supervision of uncertified personnel providing crowd management services.

**3.3.2 Language Requirements.** Contractor shall provide the following:

- a)** At least one individual on grounds during scheduled hours who is proficient in American Sign Language,
- b)** At least two individuals on grounds during scheduled hours who are fluent in Spanish, and
- c)** At least one additional individual on grounds during scheduled events in the L. B. Day Amphitheatre and the Pavilion who is fluent in Spanish.

**3.3.3 Security Office.** Contractor shall provide 24-hour staffing in the Security Office beginning the Friday before the State Fair through Labor Day to answer telephones, manage lost and found functions, and support other administrative needs.

**3.3.4 Dispatch.** Contractor shall provide trained individuals to provide dispatch services within the Oregon State Police fairgrounds dispatch center during Fair hours and in the Security Office after Fair hours.

**3.3.5 Radios.** Contractor shall provide equipment for two-way radio communications including a base station, repeater, and hand-held radios. Communications equipment must be sufficient to provide effective communication with Contractor's on-duty personnel and be compatible with OSFEC's communication system.

**3.3.6 Security for Concerts/Events.** Contractor shall provide personnel at the L. B. Day Amphitheatre and Pavilion when events are scheduled to provide security and crowd control services, including but not limited to the following: security at entrances/exits, taking tickets, locating seats, beverage inspection. Contractor's security personnel assigned to concert or

special event security shall be trained and experienced in concert-type security and crowd management. At least one personnel must be a supervisor.

**3.3.7 Daily Meetings.** Contractor's Representative shall meet with OSF's Authorized Representative or designee daily during the Annual State Fair to discuss security issues, staffing levels and schedules. Contractor shall adjust (increase and or decrease) staffing levels and schedules when authorized by OSF's Authorized Representative or designee.

#### **4.0 WARRANTIES**

##### **4.1 Sufficient Resources**

Contractor hereby represents and warrants that Contractor has available to it sufficient personnel and equipment to perform the Services ordered at any time during the year, and especially during peak service times.

##### **4.2 State Fairgrounds Access**

Contractor hereby represents and warrants that Contractor and Contractor's employees will access the State Fairgrounds for the sole purpose of providing Services ordered under the terms of this Contract. Contractor and Contractor's employees will not attempt to gain access to the Oregon State Fair & Expo Center for the purpose of attending events without purchasing admission tickets.

#### **5.0 SPECIAL PROVISIONS**

##### **5.1 Contractor Reporting Requirements**

Contractor and OSF shall mutually agree on the protocol and thresholds for reporting incidents prior to Services being performed under the Contract. Contractor's employees shall submit incident reports in accordance with agreed upon protocol and thresholds.

##### **5.2 Removal of Contractor Personnel**

In the event that Contractor's employee(s) are found to be violating the safety, security, or any other provisions of the Contract, OSF may require Contractor to remove such employee(s) from providing Services under the Contract. Contractor shall promptly remove any such employee and promptly provide a replacement when requested by OSF's Authorized Representative or designee.

##### **5.3 Alternate Service Providers**

In the event that Contractor is unable to provide the required Services ordered by OSF in the quantities and within the timeframe(s) requested, OSF may obtain the specified Services from a source(s) other than Contractor to meet an immediate need.





# STARPLEX CORPORATION

12722 NE Airport Way, Portland, Oregon 97230 \* (503) 222-5957

TO: Oregon State Fair  
2330 17th St. NE  
Salem, OR 97303-3201

DATE: \_\_\_\_\_

INVOICE: \_\_\_\_\_

## 2022 Pre Fair

ATTENDANTS		Time From	Time To	Hours	Rate	Total
	<b>8/19/2019</b>	<b>MONDAY</b>				
Move in traffic	2	8:00 AM	9:00 PM	26.00	24.50	\$637.00
Move in LV - FFA	1	3:00 PM	8:00 PM	5.00	24.50	\$122.50
	<b>8/20/2019</b>	<b>TUESDAY</b>				
Leader	1	8:00 AM	12:00 AM	16.00	27.00	\$432.00
Move in traffic	2	8:00 AM	9:00 PM	26.00	24.50	\$637.00
Move in LV - FFA	2	8:00 AM	8:00 PM	24.00	24.50	\$588.00
	<b>8/21/2019</b>	<b>WEDNESDAY</b>				
Leader	1	12:00 AM	12:00 AM	24.00	27.00	\$648.00
Move in traffic	2	8:00 AM	9:00 PM	26.00	24.50	\$637.00
Move in LV - FFA	2	8:00 AM	8:00 PM	24.00	24.50	\$588.00
	<b>8/22/2019</b>	<b>THURSDAY</b>				
Leader	1	12:00 AM	12:00 AM	24.00	27.00	\$648.00
Base	1	8:00 AM	8:00 AM	24.00	24.50	\$588.00
Move in traffic	3	8:00 AM	12:00 AM	48.00	24.50	\$1,176.00
Move in LV - FFA	3	8:00 AM	12:00 AM	48.00	24.50	\$1,176.00
	<b>21</b>	<b>GRAND TOTALS</b>		<b>315.00</b>		<b>\$7,877.50</b>

*Thank You!*

**NET 10 DAYS**

SUBJECT TO 2% LATE PENALTY CHARGE

# STARPLEX CORPORATION

12722 NE Airport Way, Portland, Oregon 97230 \* ( 503) 222-5957

Invoice: \_\_\_\_\_

TO: Oregon State Fair  
 2330 17th St., NE  
 Salem, OR 97303-3201

Date: \_\_\_\_\_

## 2022 Oregon State Fair ENTRY GATES

Date	Number	Time From	Time To	Hours	Rate	Total
Friday August 23						
Orange	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
Orange	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Pink	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
Pink	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Blue	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
Blue	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
Red	1	9:00 PM	12:00 AM	3.00	\$ 24.50	\$73.50
Jackman Long	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	12:00 AM	14.50	\$ 27.00	\$391.50
Saturday August 24						
Orange	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
Orange	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Pink	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
Pink	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Blue	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
Blue	1	9:30 AM	10:30 PM	13.00	\$ 24.50	\$318.50
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
Red	1	9:00 PM	12:00 AM	3.00	\$ 24.50	\$73.50
Jackman Long	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	12:00 AM	14.50	\$ 27.00	\$391.50
Sunday August 25						
Orange	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00

Orange	1	9:30 AM	11:00 PM	13.50	\$ 24.50	\$330.75
Pink	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Pink	1	9:30 AM	11:00 PM	13.50	\$ 24.50	\$330.75
Blue	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Blue	1	9:30 AM	10:30 PM	13.00	\$ 24.50	\$318.50
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Red	1	7:30 PM	11:30 PM	4.00	\$ 24.50	\$98.00
Jackman Long	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	11:30 PM	14.00	\$ 27.00	\$378.00

Monday August 26

Orange	1	9:30 AM	11:15 PM	13.75	\$ 24.50	\$336.88
Orange	1	9:30 AM	10:30 PM	13.00	\$ 24.50	\$318.50
Pink	1	9:30 AM	11:15 PM	13.75	\$ 24.50	\$336.88
Pink	1	9:30 AM	10:00 PM	12.50	\$ 24.50	\$306.25
Blue	1	9:30 AM	11:15 PM	13.75	\$ 24.50	\$336.88
Blue	1	9:30 AM	10:00 PM	12.50	\$ 24.50	\$306.25
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	11:00 PM	13.50	\$ 24.50	\$330.75
Red	1	9:00 PM	11:15 PM	2.25	\$ 24.50	\$55.13
Jackman Long	1	9:30 AM	11:00 PM	13.50	\$ 24.50	\$330.75
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	11:15 PM	13.75	\$ 27.00	\$371.25

Tuesday August 27

Orange	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Orange	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Pink	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Pink	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Blue	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Blue	1	9:30 AM	10:15 PM	12.75	\$ 24.50	\$312.38
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Red	1	9:00 PM	12:00 AM	3.00	\$ 24.50	\$73.50
Jackman Long	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	12:00 AM	14.50	\$ 27.00	\$391.50

Wednesday August 28

Orange	1	9:30 AM	12:00 AM	14.50	\$ 24.50	\$355.25
Orange	1	9:30 AM	10:30 PM	13.00	\$ 24.50	\$318.50
Pink	1	9:30 AM	11:15 PM	13.75	\$ 24.50	\$336.88
Pink	1	9:30 AM	10:30 PM	13.00	\$ 24.50	\$318.50
Blue	1	9:30 AM	11:15 PM	13.75	\$ 24.50	\$336.88
Blue	1	9:30 AM	10:30 PM	13.00	\$ 24.50	\$318.50
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Red	1	9:00 PM	11:30 PM	2.50	\$ 24.50	\$61.25
Jackman Long	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50

Supervisor	1	9:30 AM	11:30 PM	14.00	\$ 27.00	\$378.00
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Thursday August 29

Orange	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Orange	1	9:30 AM	11:00 PM	13.50	\$ 24.50	\$330.75
Pink	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Pink	1	9:30 AM	10:45 PM	13.25	\$ 24.50	\$324.63
Blue	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Blue	1	9:30 AM	10:15 PM	12.75	\$ 24.50	\$312.38
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	11:00 PM	13.50	\$ 24.50	\$330.75
Red	1	9:00 PM	11:30 PM	2.50	\$ 24.50	\$61.25
Jackman Long	1	9:30 AM	11:00 PM	13.50	\$ 24.50	\$330.75
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	11:30 PM	14.00	\$ 27.00	\$378.00

Friday August 30

Orange	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Orange	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Pink	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Pink	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Blue	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Blue	1	9:30 AM	11:00 PM	13.50	\$ 24.50	\$330.75
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Red	1	9:00 PM	12:15 AM	3.25	\$ 24.50	\$79.63
Jackman Long	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	12:00 AM	14.50	\$ 27.00	\$391.50

Saturday August 31

Orange	1	9:30 AM	12:30 AM	15.00	\$ 24.50	\$367.50
Orange	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Pink	1	9:30 AM	12:30 AM	15.00	\$ 24.50	\$367.50
Pink	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Blue	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Blue	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Red	1	9:00 PM	12:30 AM	3.50	\$ 24.50	\$85.75
Jackman Long	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	12:15 AM	14.75	\$ 27.00	\$398.25

Sunday September 1

Orange	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Orange	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Pink	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Pink	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Blue	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Blue	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00

Yellow	1	9:30 AM	11:45 PM	14.25	\$ 24.50	\$349.13
Red	1	8:15 PM	12:15 AM	4.00	\$ 24.50	\$98.00
Jackman Long	1	9:30 AM	11:30 PM	14.00	\$ 24.50	\$343.00
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	12:00 AM	14.50	\$ 27.00	\$391.50

Monday September 2

Orange	1	9:30 AM	12:30 AM	15.00	\$ 24.50	\$367.50
Orange	1	9:30 AM	10:45 PM	13.25	\$ 24.50	\$324.63
Pink	1	9:30 AM	12:30 AM	15.00	\$ 24.50	\$367.50
Pink	1	9:30 AM	10:45 PM	13.25	\$ 24.50	\$324.63
Blue	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Blue	1	9:30 AM	10:45 PM	13.25	\$ 24.50	\$324.63
Gray	1	9:00 PM	7:00 AM	10.00	\$ 24.50	\$245.00
Yellow	1	9:30 AM	12:15 AM	14.75	\$ 24.50	\$361.38
Red	1	8:30 PM	11:15 PM	2.75	\$ 24.50	\$67.38
Jackman Long	1	9:30 AM	11:00 PM	13.50	\$ 24.50	\$330.75
White Gate/Relief	1	7:00 AM	8:00 PM	13.00	\$ 24.50	\$318.50
Supervisor	1	9:30 AM	12:15 AM	14.75	\$ 27.00	\$398.25

**1679.00**

**\$41,529.88**

# STARPLEX CORPORATION

12722 NE Airport Way, Portland, Oregon 97230 \* (503) 222-5957

TO: Oregon State Fair  
2330 17th St. NE  
Salem, OR 97303-3201

Date: \_\_\_\_\_  
revised: \_\_\_\_\_

## CROWD MANAGEMENT SERVICES MANPOWER SCHEDULE FOR 2022 OREGON STATE FAIR

### ATTENDANTS

	Number Men	Time From	Time To	Total Hours	Rate	Total
<b>Friday 8/23</b>	1	11:00 PM	7:00 AM	8.00	\$27.00	\$216.00
	4	12:00 AM	8:00 AM	32.00	\$25.00	\$800.00
	2	12:00 AM	8:30 AM	17.00	\$25.00	\$425.00
	2	12:00 AM	10:00 AM	20.00	\$25.00	\$500.00
	1	7:00 AM	11:30 PM	16.50	\$27.00	\$445.50
	1	7:00 AM	11:30 PM	16.50	\$24.50	\$404.25
	1	8:00 AM	12:00 AM	16.00	\$24.50	\$392.00
	8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
	1	2:00 PM	12:30 AM	10.50	\$30.00	\$315.00
	9	4:00 PM	12:00 AM	72.00	\$24.40	\$1,756.80
	4	9:00 PM	12:00 AM	12.00	\$24.40	\$292.80
	4	9:00 PM	10:15 PM	5.00	\$24.40	\$122.00
	1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50
<b>Saturday 8/24</b>	1	11:00 PM	7:30 AM	8.50	\$27.00	\$229.50
	2	12:00 AM	8:00 AM	16.00	\$25.00	\$400.00
	4	12:00 AM	8:30 AM	34.00	\$25.00	\$850.00
	2	12:00 AM	10:00 AM	20.00	\$25.00	\$500.00
	1	7:00 AM	11:30 PM	16.50	\$27.00	\$445.50
	1	7:00 AM	11:30 PM	16.50	\$24.50	\$404.25
	1	8:00 AM	12:15 AM	16.25	\$24.50	\$398.13
	8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
	1	2:00 PM	12:30 AM	10.50	\$30.00	\$315.00
	10	4:00 PM	12:00 AM	80.00	\$24.50	\$1,960.00
	4	9:00 PM	12:00 AM	12.00	\$24.50	\$294.00
	4	9:00 PM	10:15 PM	5.00	\$24.50	\$122.50
	1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50
<b>Sunday 8/25</b>	1	11:00 PM	7:30 AM	8.50	\$27.00	\$229.50
	3	12:00 AM	8:00 AM	24.00	\$25.00	\$600.00
	3	12:00 AM	8:30 AM	25.50	\$25.00	\$637.50
	2	12:00 AM	10:00 AM	20.00	\$25.00	\$500.00
	1	7:00 AM	11:30 PM	16.50	\$27.00	\$445.50
	1	7:00 AM	11:30 PM	16.50	\$24.50	\$404.25
	1	8:00 AM	11:15 PM	15.25	\$24.50	\$373.63
	9	8:00 AM	4:00 PM	72.00	\$24.50	\$1,764.00
	1	2:00 PM	1:00 AM	11.00	\$30.00	\$330.00
	8	4:00 PM	12:00 AM	64.00	\$24.50	\$1,568.00

4	7:00 PM	11:00 PM	16.00	\$24.50	\$392.00
4	7:00 PM	11:00 PM	16.00	\$24.50	\$392.00
1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50

**Monday 8/26**

1	11:00 PM	7:30 AM	8.50	\$27.00	\$229.50
3	12:00 AM	8:00 AM	24.00	\$25.00	\$600.00
3	12:00 AM	8:30 AM	25.50	\$25.00	\$637.50
2	12:00 AM	10:00 AM	20.00	\$25.00	\$500.00
1	7:00 AM	11:30 PM	16.50	\$27.00	\$445.50
1	7:00 AM	11:30 PM	16.50	\$24.50	\$404.25
1	8:00 AM	11:15 PM	15.25	\$24.50	\$373.63
8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
1	2:00 PM	12:30 AM	10.50	\$30.00	\$315.00
8	4:00 PM	12:30 AM	68.00	\$24.50	\$1,666.00
4	9:00 PM	11:00 PM	8.00	\$24.50	\$196.00
4	9:00 PM	10:15 PM	5.00	\$24.50	\$122.50
1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50

**Tuesday 8/27**

1	11:00 PM	7:30 AM	8.50	\$27.00	\$229.50
3	12:00 AM	8:00 AM	24.00	\$25.00	\$600.00
3	12:00 AM	8:30 AM	25.50	\$25.00	\$637.50
2	12:00 AM	10:00 AM	20.00	\$25.00	\$500.00
1	7:00 AM	11:30 PM	16.50	\$27.00	\$445.50
1	7:00 AM	11:30 PM	16.50	\$24.50	\$404.25
1	8:00 AM	11:15 PM	15.25	\$24.50	\$373.63
8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
1	2:00 PM	12:30 AM	10.50	\$30.00	\$315.00
8	4:00 PM	12:00 AM	64.00	\$24.50	\$1,568.00
4	9:30 PM	11:00 PM	6.00	\$24.50	\$147.00
4	9:30 PM	10:15 AM	51.00	\$24.50	\$1,249.50
1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50

**Wednesday 8/28**

1	11:00 PM	7:30 AM	8.50	\$27.00	\$229.50
2	12:00 AM	8:00 AM	16.00	\$25.00	\$400.00
4	12:00 AM	8:30 AM	34.00	\$25.00	\$850.00
2	12:00 AM	10:00 AM	20.00	\$25.00	\$500.00
1	7:00 AM	11:30 PM	16.50	\$27.00	\$445.50
1	7:00 AM	11:30 PM	16.50	\$24.50	\$404.25
1	8:00 AM	11:15 PM	15.25	\$24.50	\$373.63
8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
1	2:00 PM	12:30 AM	10.50	\$30.00	\$315.00
8	4:00 PM	12:00 AM	64.00	\$24.50	\$1,568.00
4	9:00 PM	11:00 PM	8.00	\$24.50	\$196.00
4	9:00 PM	10:15 PM	5.00	\$24.50	\$122.50
1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50

**Thursday 8/29**

1	11:00 PM	7:30 AM	8.50	\$27.00	\$229.50
1	12:00 AM	8:00 AM	8.00	\$25.00	\$200.00
4	12:00 AM	8:30 AM	34.00	\$25.00	\$850.00
3	12:00 AM	10:00 AM	30.00	\$25.00	\$750.00
1	7:00 AM	11:30 PM	16.50	\$27.00	\$445.50
1	7:00 AM	11:30 PM	16.50	\$24.50	\$404.25
1	8:00 AM	11:15 PM	15.25	\$24.50	\$373.63
8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
1	2:00 PM	12:30 AM	10.50	\$30.00	\$315.00

9	4:00 PM	12:00 AM	72.00	\$24.50	\$1,764.00
4	9:30 PM	11:00 PM	6.00	\$24.50	\$147.00
4	9:30 PM	10:15 PM	3.00	\$24.50	\$73.50
1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50

**Friday 8/30**

1	11:00 PM	7:30 AM	8.50	\$27.00	\$229.50
2	12:00 AM	8:00 AM	16.00	\$25.00	\$400.00
5	12:00 AM	8:30 AM	42.50	\$25.00	\$1,062.50
2	12:00 AM	10:00 AM	20.00	\$25.00	\$500.00
1	7:00 AM	11:30 PM	16.50	\$27.00	\$445.50
1	7:00 AM	11:30 PM	16.50	\$24.50	\$404.25
1	8:00 AM	12:00 AM	16.00	\$24.50	\$392.00
8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
1	2:00 PM	12:30 AM	10.50	\$30.00	\$315.00
9	4:00 PM	12:00 AM	72.00	\$24.50	\$1,764.00
4	9:00 PM	11:45 PM	11.00	\$24.50	\$269.50
4	9:00 PM	10:15 PM	5.00	\$24.50	\$122.50
1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50

**Saturday 8/31**

1	11:00 PM	7:30 AM	8.50	\$27.00	\$229.50
3	12:00 AM	8:00 AM	24.00	\$25.00	\$600.00
3	12:00 AM	8:30 AM	25.50	\$25.00	\$637.50
1	12:00 AM	9:00 AM	9.00	\$25.00	\$225.00
2	12:00 AM	10:00 AM	20.00	\$25.00	\$500.00
1	7:00 AM	11:30 PM	16.50	\$27.00	\$445.50
1	7:00 AM	11:30 PM	16.50	\$24.50	\$404.25
1	8:00 AM	12:30 AM	16.50	\$24.50	\$404.25
8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
1	2:00 PM	1:00 AM	11.00	\$30.00	\$330.00
9	4:00 PM	12:15 AM	74.25	\$24.50	\$1,819.13
4	9:15 PM	12:00 AM	11.00	\$24.50	\$269.50
4	9:15 PM	10:15 PM	4.00	\$24.50	\$98.00
1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50

**Sunday 9/1**

1	11:00 PM	7:30 AM	8.50	\$27.00	\$229.50
3	12:00 AM	8:00 AM	24.00	\$25.00	\$600.00
2	12:00 AM	8:30 AM	17.00	\$25.00	\$425.00
3	12:00 AM	10:00 AM	30.00	\$25.00	\$750.00
1	7:30 AM	11:30 PM	16.00	\$27.00	\$432.00
1	7:30 AM	11:30 PM	16.00	\$24.50	\$392.00
1	8:00 AM	12:15 AM	16.25	\$24.50	\$398.13
8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
1	2:00 PM	12:30 AM	10.50	\$30.00	\$315.00
8	4:00 PM	12:00 AM	64.00	\$24.50	\$1,568.00
4	8:30 PM	12:30 AM	16.00	\$24.50	\$392.00
4	8:30 PM	12:30 AM	16.00	\$24.50	\$392.00
1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50

25

**Monday 9/2**

1	11:00 PM	7:30 AM	8.50	\$25.00	\$212.50
3	12:00 AM	8:00 AM	24.00	\$25.00	\$600.00
3	12:00 AM	8:30 AM	25.50	\$25.00	\$637.50
2	12:00 AM	10:00 AM	20.00	\$25.00	\$500.00
1	7:30 AM	11:30 PM	16.00	\$27.00	\$432.00
1	7:30 AM	11:30 PM	16.00	\$25.50	\$408.00
1	8:00 AM	12:00 AM	16.00	\$24.50	\$392.00



8	8:00 AM	4:00 PM	64.00	\$24.50	\$1,568.00
1	2:00 PM	12:30 AM	10.50	\$30.00	\$315.00
9	4:00 PM	12:00 AM	72.00	\$24.50	\$1,764.00
4	8:00 PM	12:30 AM	18.00	\$24.50	\$441.00
4	6:30 PM	10:30 PM	16.00	\$24.50	\$392.00
1	11:00 PM	8:00 AM	9.00	\$25.00	\$225.00
1	11:00 PM	8:00 AM	9.00	\$27.00	\$243.00
9	12:00 AM	8:00 AM	72.00	\$25.00	\$1,800.00
1	8:00 AM	12:30 PM	4.50	\$27.00	\$121.50
5	8:00 AM	12:00 PM	20.00	\$24.50	\$490.00

**Tuesday 9/3**

**Total: 3463.50 \$86,680.60**

# STARPLEX CORPORATION

12722 NE Airport Way, Portland, Oregon 97230 \* ( 503) 222-5957

Invoice:

TO: Oregon State Fair  
 2330 17th St., NE  
 Salem, OR 97303-3201

Date: \_\_\_\_\_  
 revised: \_\_\_\_\_

## 2022 Oregon State Fair L.B. Day Amphitheatre and Pavilion Entertainment Staff

Date	Number	Time From	Time To	Hours	Rate	Total
<b>Friday 8/23</b>						
L.B. Day	1	8:00 AM	12:00 AM	16.00	\$ 24.50	\$392.00
	4	5:00 PM	9:15 PM	17.00	\$ 27.00	\$459.00
	2	5:00 PM	9:30 PM	9.00	\$ 27.00	\$243.00
	33	5:30 PM	9:30 PM	132.00	\$ 24.50	\$3,234.00
	1	6:15 PM	9:30 PM	3.25	\$ 24.50	\$79.63
<b>Saturday 8/24</b>						
L.B. Day	1	8:00 AM	12:00 AM	16.00	\$ 24.50	\$392.00
	4	5:00 PM	9:00 PM	16.00	\$ 27.00	\$432.00
	2	5:00 PM	10:00 PM	10.00	\$ 27.00	\$270.00
	31	5:30 PM	9:30 PM	124.00	\$ 24.50	\$3,038.00
	2	5:30 PM	9:45 PM	8.50	\$ 24.50	\$208.25
Pavilion	1	8:00 AM	5:15 PM	9.25	\$ 24.50	\$226.63
	4	12:00 PM	4:00 PM	16.00	\$ 27.00	\$432.00
	6	12:00 PM	4:00 PM	24.00	\$ 24.50	\$588.00
<b>Sunday 8/25</b>						
Pavilion	1	8:00 AM	6:00 PM	10.00	\$ 24.50	\$245.00
	1	12:30 PM	5:00 PM	4.50	\$ 27.00	\$121.50
	2	12:30 PM	4:45 PM	8.50	\$ 27.00	\$229.50
	3	12:30 PM	4:30 PM	12.00	\$ 24.50	\$294.00
	6	12:30 PM	4:45 PM	25.50	\$ 24.50	\$624.75
<b>Monday 8/26</b>						
L.B. Day	1	8:00 AM	11:00 PM	15.00	\$ 24.50	\$367.50
	4	5:00 PM	9:00 PM	16.00	\$ 27.00	\$432.00
	2	5:00 PM	9:15 PM	8.50	\$ 27.00	\$229.50
	2	5:30 PM	7:45 PM	4.50	\$ 24.50	\$110.25
	2	5:30 PM	8:30 PM	6.00	\$ 24.50	\$147.00
	29	5:30 PM	9:30 PM	116.00	\$ 24.50	\$2,842.00

**Tuesday 8/27**

L.B.Day	1	8:00 AM	11:30 PM	15.50	\$ 24.50	\$379.75
	4	5:00 PM	10:00 PM	20.00	\$ 27.00	\$540.00
	1	5:00 PM	10:15 PM	5.25	\$ 27.00	\$141.75
	1	5:30 PM	8:15 PM	2.75	\$ 24.50	\$67.38
	3	5:30 PM	9:30 PM	12.00	\$ 24.50	\$294.00
	29	5:30 PM	10:00 PM	130.50	\$ 24.50	\$3,197.25
	2	5:30 PM	11:30 PM	12.00	\$ 24.50	\$294.00

**Wednesday 8/28**

L.B.Day	1	8:00 AM	12:00 AM	16.00	\$ 24.50	\$392.00
	3	5:00 PM	9:00 PM	12.00	\$ 27.00	\$324.00
	2	5:00 PM	9:30 PM	9.00	\$ 27.00	\$243.00
	1	5:30 PM	8:00 PM	2.50	\$ 24.50	\$61.25
	33	5:30 PM	9:30 PM	132.00	\$ 24.50	\$3,234.00

**Thursday 8/29**

L.B.Day	1	8:00 AM	11:00 PM	15.00	\$ 24.50	\$367.50
	3	5:00 PM	9:30 PM	13.50	\$ 27.00	\$364.50
	2	5:00 PM	10:30 PM	11.00	\$ 27.00	\$297.00
	31	5:30 PM	9:30 PM	124.00	\$ 24.50	\$3,038.00
	3	5:30 PM	10:30 PM	15.00	\$ 24.50	\$367.50

**Friday 8/30**

L.B.Day	1	8:00 AM	9:45 PM	13.75	\$ 24.50	\$336.88
	3	5:00 PM	9:15 PM	12.75	\$ 27.00	\$344.25
	2	5:00 PM	9:15 PM	8.50	\$ 27.00	\$229.50
	1	5:30 PM	7:30 PM	2.00	\$ 24.50	\$49.00
	34	5:30 PM	9:30 PM	136.00	\$ 24.50	\$3,332.00

**Saturday 8/31**

L.B.Day	1	8:00 AM	11:00 PM	15.00	\$ 24.50	\$367.50	
	1	5:00 PM	9:30 PM	4.50	\$ 27.00	\$121.50	
	1	5:00 PM	9:45 PM	4.75	\$ 27.00	\$128.25	
	1	5:00 PM	10:00 PM	5.00	\$ 27.00	\$135.00	
	2	5:00 PM	10:45 PM	11.50	\$ 27.00	\$310.50	
	1	5:30 PM	8:00 PM	2.50	\$ 24.50	\$61.25	
	32	5:30 PM	9:30 PM	128.00	\$ 24.50	\$3,136.00	
	1	5:30 PM	10:00 PM	4.50	\$ 24.50	\$110.25	
	Pavilion	1	8:00 AM	4:30 PM	8.50	\$ 24.50	\$208.25
		1	12:00 PM	4:30 PM	4.50	\$ 27.00	\$121.50
		2	12:00 PM	4:00 PM	8.00	\$ 27.00	\$216.00
		4	12:00 PM	4:00 PM	16.00	\$ 24.50	\$392.00
		2	12:30 PM	4:00 PM	7.00	\$ 24.50	\$171.50

**Sunday 9/1**

Pavilion	1	9:30 AM	5:30 PM	8.00	\$ 24.50	\$196.00
	1	12:00 PM	5:00 PM	5.00	\$ 27.00	\$135.00
	1	12:15 PM	4:30 PM	4.25	\$ 27.00	\$114.75
	1	12:15 PM	6:15 PM	6.00	\$ 27.00	\$162.00
	1	12:15 PM	3:30 PM	3.25	\$ 24.50	\$79.63
	6	12:15 PM	4:00 PM	22.50	\$ 24.50	\$551.25

**Monday 9/2**

L.B.Day	1	8:00 AM	7:00 PM	11.00	\$ 24.50	\$269.50
	3	2:00 PM	6:15 PM	12.75	\$ 27.00	\$344.25
	1	2:15 PM	6:45 PM	4.50	\$ 27.00	\$121.50
	1	2:15 PM	6:45 PM	4.50	\$ 24.50	\$110.25

Pavilion

31	2:30 PM	6:30 PM	124.00	\$	24.50	\$3,038.00
2	2:30 PM	6:45 PM	8.50	\$	24.50	\$208.25
2	2:30 PM	7:00 PM	9.00	\$	24.50	\$220.50
1	8:00 AM	6:00 PM	10.00	\$	24.50	\$245.00
1	11:30 AM	4:00 PM	4.50	\$	27.00	\$121.50
2	12:00 PM	4:00 PM	8.00	\$	27.00	\$216.00
7	12:00 PM	4:00 PM	28.00	\$	24.50	\$686.00
			<b>1,842.00</b>			<b>\$45,830.88</b>

# STARPLEX CORPORATION

12722 NE Airport Way, Portland, Oregon 97230 \* (503) 222-5957

TO: Oregon State Fair  
2330 17th St. NE  
Salem, OR 97303-3201

Invoice #: \_\_\_\_\_  
Date: \_\_\_\_\_

## 2022 Oregon State Fair Special Orders

	Number	Time From	Time To	Hours	Rate	Total
<b>Copper Wire Coverage</b>						
12-Aug	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
13-Aug	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
14-Aug	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
15-Aug	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
16-Aug	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
17-Aug	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
18-Aug	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
19-Aug	1	7:00 PM	7:30 AM	12.50	\$25.00	\$ 312.50
20-Aug	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
21-Aug	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
3-Sep	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00
4-Sep	1	7:00 PM	7:00 AM	12.00	\$25.00	\$ 300.00

### COLUMBIA HALL

22-Aug	1	10:00 PM	10:00 AM	12.00	\$25.00	\$ 300.00
23-Aug	1	10:00 PM	10:00 AM	12.00	\$25.00	\$ 300.00
24-Aug	1	10:00 PM	10:00 AM	12.00	\$25.00	\$ 300.00
25-Aug	1	9:00 PM	10:00 AM	13.00	\$25.00	\$ 325.00
26-Aug	1	9:00 PM	10:00 AM	13.00	\$25.00	\$ 325.00
27-Aug	1	9:00 PM	10:00 AM	13.00	\$25.00	\$ 325.00
28-Aug	1	9:00 PM	10:00 AM	13.00	\$25.00	\$ 325.00
29-Aug	1	9:00 PM	10:00 AM	13.00	\$25.00	\$ 325.00
30-Aug	1	9:00 PM	10:00 AM	13.00	\$25.00	\$ 325.00
31-Aug	1	9:00 PM	10:00 AM	13.00	\$25.00	\$ 325.00
1-Sep	1	10:00 PM	10:00 AM	12.00	\$25.00	\$ 300.00
2-Sep	1	9:00 PM	9:00 AM	12.00	\$25.00	\$ 300.00



**Oregon State Fair Council Meeting – May 19, 2022**

Agenda Item: VIII.a.iii.[For Action]  
Discussion and action regarding 2022 Oregon State Fair Contract  
for Janitorial Services by Jani-King



## 2022 Contract For Independent Contractor Services For Janitorial Services By Jani-King

- I. **Parties.** This Contract (“Contract”) is between the Oregon State Fair & Exposition Center (“OSFEC”) and Jani-King (“Contractor”).
- II. **Contract Period.** This Contract is effective upon execution by all parties. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on 10/1/2022.
- III. **Modification Terms.** The Parties, or their successors, may modify the terms of this Contract, subject to a mutual agreement on modified terms. Modifications to this Contract must be in writing and signed by both parties to be effective. Modification must be fully effective before Contractor performs any additional Services under the modified terms or OSFEC makes any additional payments subject to the Modification.
- If the Parties wish to modify this Contract beyond 10/1/2022, Contractor requests Notice on or before 9/30/2022.
- IV. **Insurance.** At the sole expense of the Contractor, Contractor shall obtain insurance and provide proof of coverage as specified in **EXHIBIT A – INSURANCE REQUIREMENTS** prior to performing Services under this Contract.
- If OSFEC does not require Contractor to show proof of Automobile Liability as contained in this Contract, Contractor shall not operate their vehicle(s) for official OSFEC purposes such as transporting supplies, exhibits, and/or individuals, or operate their vehicle(s) inside the fairgrounds at any time. Doing so would be at Contractor’s own risk and Contractor personally accepts full responsibility for any and all damage that may result.
- V. **Statement of Work.** Contractor shall provide the Services described in **EXHIBIT B – CONTRACTOR SERVICES** in accordance with the terms and conditions of this Contract. Due to the unique scope of work provided under this Contract, time is of the essence.
- VI. **COMPENSATION TO CONTRACTOR- See Exhibit C- Jani-King Proposal**
- a. **Payment Schedule:** Final additional billing (if applicable) shall be due and payable 14 days after close of the Event Services.
  - b. **Payment will be mailed to:**  
Profectus NW, INC  
11851 NE Glenn Widing Drive #B  
Portland, OR 97220

**Basis of Payment.** OSFEC will pay Contractor all amounts due under this Contract by monthly invoices in arrears. Invoices shall indicate hours worked per day and a general statement per day of activities associated with the Services under this Contract. The Parties shall send the invoices and payments to the respective address listed in Section IX. Contractor shall submit to OSFEC Contractor’s W-9 with this contract. Failure of the Contractor to submit a valid W-9 will result in delayed contracting and/or payment.

**General Payment Provisions.** OSFEC shall not pay for any Services performed before the effective date or after the termination date of this Contract unless mutually agreed upon in writing.

**Notices.** Except as otherwise expressly provided in the Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, to the Contractor’s Authorized Representative or OSFEC’s Authorized representative at the address, email, or fax number set forth below.

**OSFEC Authorized Representative**

Kim Grewe-Powell, CEO  
Oregon State Fair & Exposition Center  
2330 17<sup>th</sup> Street NE  
Salem, OR 97301  
9 1 701-6566  
kgrewe-powell@oregonstatefair.org

**Contractor’s Authorized Representatives**

Morgan Thomas  
Jani-King  
9 Westwood Rd.  
Branford, CT 06405  
503 535.9758  
mthomas@janikingoregon.com

- X. **Compliance with Applicable Laws.** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.
- XI. **Contractor Code of Business Ethics and Conduct ("Code").** The Contractor will be required to read, understand and comply with Code in accordance with the terms and conditions of this contract. The Code is included in the body of this contract following the Additional Terms and Conditions.
- XII. **Merger Clause.** The Contract and attached exhibit(s) constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract.
- XIII. **Additional Terms and Conditions.** The Additional Terms and Conditions for this Contract are contained on the pages following the signature page of this Contract.
- XIV. **Contractor Certification.** CONTRACTOR BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- XV. In witness whereof, the Parties hereto have made, executed, and delivered the Contract as the last date each signatory below has signed the Contract.

**Oregon State Fair & Exposition Center**

Kim Grewe-Powell, CEO

2330 17<sup>th</sup> Street NE

Salem, OR 97301

**Phone:** 971 701-6566

**Email:** kgrewe-powell@oregonstatefair.org

**Jani-King**

Morgan Thomas

9 Westwood Rd.

Branford, CT 06405

**Phone:** 503 535.9758

**Email:** mthomas@janikingoregon.com

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## ADDITIONAL TERMS and CONDITIONS

1. **Independent Contractor.** At all times under this Contract, OSFEC and Contractor are acting and performing as independent contractors. Contractor understands and agrees that it is not an "officer," "employee," or "agent" of OSFEC. Neither party shall make any statements, representations, nor commitments of any kind or take any action binding on the other except as provided for herein or authorized in writing by the party to be bound. OSFEC reserves the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services; however, OSFEC cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.
2. **Responsibility for Taxes and Withholding** Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under the Contract. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under the Contract, except as a self-employed individual.
3. **Subcontracts.** The provisions of the Contract shall be binding upon and inure to the benefit of the Parties, their respective successors, and permitted assigns, if any.
4. **Assignments.** Contractor shall not assign, delegate, or transfer any of its rights or obligations under the Contract without OSFEC's prior written consent.
5. **Third Party Beneficiaries.** OSFEC and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
6. **Representations and Warranties.** Contractor represents and warrants that:
  - a) The Authorized Representative of the Contractor has the power and authority to enter into and perform the Contract;
  - b) The Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and
  - c) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade, or profession, and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a timely, professional manner by qualified personnel and in accordance with the highest standards prevalent in Contractor's industry, trade, or profession.
7. **Indemnification.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon; Oregon State Fair Council, Oregon State Fair & Exposition Center, its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract, including without limitation, any claims against Oregon State Fair & Exposition Center.
8. **Future Assurances.** Each of the parties hereto shall use best efforts to furnish the other party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Contract and give effect to the transactions contemplated hereby.
9. **Events of Breach.**
  - a) **Breach by Contractor.** Contractor breaches this Contract if Contractor (a) commits a material breach of this Contract by failing to comply with any covenant, warranty, obligation, or certification under this Contract; and (b) fails to cure the breach within fourteen (14) calendar days after OSFEC delivers written Notice of breach to Contractor or a longer period as OSFEC may specify in the Notice.
  - b) **Breach by OSFEC.** OSFEC breaches this Contract if OSFEC (a) commits a material breach of this Contract by failing to comply with any covenant, warranty, or obligation under this Contract; and (b) fails to cure the breach within fourteen (14) calendar days after Contractor delivers Notice of breach to OSFEC or a longer period as Contractor may specify in the Notice.
10. **Contract Disputes.** In the event a suit or action is instituted to enforce any of the terms of this Contract, each party shall pay its own attorney's fees and costs.
11. **Receipt of Notice.** The date the written Notice of breach is received by the Contractor or OSFEC as determined in Section 11 will be considered day one (1) of the fourteen (14) days allowed to correct the breach unless a longer period is specified in the written Notice.

Mailed Notices are deemed received five (5) business days after mailing when properly addressed and deposited prepaid into the U.S. Postal Service. Faxed Notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. E-mail Notices are deemed received upon electronic confirmation of receipt. Notices delivered by personal delivery are deemed received when delivered to the Authorized Representative personally or to the Authorized Representative's physical address.
12. **Force Majeure:** This section describes our obligations to you and your obligations to us if one of us is unable to perform under our contract because of an "Occurrence" outside of your control or our control.

"Occurrence": There are occurrences that neither of us can control: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war (whether war is declared or not), invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order, action or law; (e) actions, embargoes or blockades in effect on or after the date of this contract; (f) national or regional emergency, including pandemic emergency; or (g) strikes, labor stoppages or slowdowns or other industrial disturbances.

If You Cannot Perform: If you cannot perform your services promised to OSFEC under this contract either because an "Occurrence" has made it impossible for you to perform, or because an "Occurrence" prohibits OSFEC from allowing you to perform, OSFEC will pay you for the work you have performed up to the date of "Notification". You agree that OSFEC has no further obligation to you under the contract and that the contract is automatically terminated effective as of the date of Notification of the "Occurrence".

"Notification": We each agree to notify the other of our inability to perform our obligations under our contract within 48 hours of when we learn about the "Occurrence", or within 48 hours of when we reasonably realize we will be unable to perform due to the "Occurrence".

Duty to Minimize: Upon Notification, if it is commercially reasonable for that party to still perform its respective obligations under the contract after the "Occurrence" is over, that party shall resume its obligations as soon as reasonably possible as long as the other party agrees and shall do its best to minimize the delay in performing its obligations under the contract.

**13. Termination.**

- a) OSFEC may terminate this Contract by providing Contractor not less than thirty (30) days written notice.
- b) Contractor shall be entitled to full payment of project fees for services provided through the date of termination.
- c) Contractor may terminate this Contract with not less than sixty (60) days written notice if OSFEC is in breach of the terms of this Contract.
- d) OSFEC may, at its sole discretion, terminate this Contract immediately upon Notice to Contractor, or at a later date as OSFEC may establish in the Notice, if federal or state laws, regulations or guidelines are modified or interpreted in such a way that OSFEC purchase of the Services under this Contract is prohibited.

14. **Access to Records.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract for a minimum of six years, or a longer period as may be required by applicable law, following Contract termination or full performance, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever ending is later. Contractor shall maintain all financial records in accordance with generally accepted accounting principles. During this record-retention period, Contractor shall permit OSFEC and their duly authorized representatives' access to the records at reasonable times and places for purposes of examination and copying.

15. **Survival.** In addition to all provisions which by their context or nature extend beyond Contract expiration, termination or full performance, the following provisions shall remain in effect

beyond any Contract expiration, termination or full performance: general payment provisions; third party beneficiaries; indemnification; access to records; governing law; venue; consent to jurisdiction.

16. **Interpretation.** For purposes of this Contract, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereto" and "hereunder" refer to this Contract as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Contract; (y) to an agreement, instrument, or other document means such agreement, instrument, or other; and (z) to a statute means such statute any successor legislation thereto and any regulations promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Contract to the same extent as if they were set forth verbatim herein. All references to "\$" or "dollars" mean the lawful currency of the United States of America. Whenever the masculine is used in this Contract, the same shall include the feminine and whenever the feminine is used herein, the same shall include the masculine, where appropriate. Whenever the singular is used in this Contract, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.
17. **Headings.** The headings identifying the various section and subsections of this Contract are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.
18. **Sufficiency.** These Terms and Conditions have been reviewed for sufficiency.

# OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

The **Code of Business Ethics and Conduct (Code)** are the **Oregon State Fair and Exposition Center's (OSFEC)** conduct requirements placed on Contractor and their representatives while performing work contracted by OSFEC. Every effort has been made to ensure that the Code is clear, practical, and consistent. However, no document can address every situation, so we encourage you to raise questions to the OSFEC CEO if something is unclear.

For the purposes of this **Code**, "**Contractor**" includes the business entity, all of its officers, directors, employees, subcontractors, and other agents. This **Code** applies to all contract activities involved in providing goods and services to **OSFEC**, whether on **OSFEC** premises or off premises.

1. **Responsibility and Accountability.** Contractor is expected to:
  - a. Adhere to the highest standards of ethical business conduct;
  - b. Know and comply with this Code and OSFEC's other corporate policies, if applicable, and procedures that pertain to the contracted services;
  - c. Maintain a work environment that encourages open and honest communication regarding ethics and business conduct issues and concerns;
  - d. Avoid placing, or seeming to place, pressure on employees that could cause them to deviate from acceptable ethical behavior;
  - e. Seek advice and guidance when unsure of a specific action; and
  - f. Report suspected violations of this Code by Contractor to OSFEC immediately.

A Contractor that violates this Code will be considered in breach of the contract with OSFEC. Violations may also result in civil or criminal penalties.

2. **Anti-Discrimination and Anti-Harassment** Contractor agrees to not tolerate discrimination or harassment by anyone, including a supervisor, co-worker, supplier, vendor, consultant, visitor or customer of Contractor or OSFEC while on OSFEC property or representing OSFEC offsite. Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as race, color, religion, national origin, sex, sexual orientation, age or physical or mental disability.
3. **Working in a Safe Manner.** Contractor must report any injury, accident, fatality or near misses to the OSFEC CEO immediately after it is reported to Contractor representative. Contractor must comply with all Oregon Occupational Safety and Health Administration (OSHA) reporting requirements and OSFEC's Safety Guidelines. Failure to observe OSHA's safety, health, injury and reporting requirements will be considered a breach of contract.
4. **Providing Outstanding Customer Service.** Contractor will treat and communicate with everyone they encounter in a courteous, respectful and professional manner. Contractor may come in contact with unsatisfied customers. If a complaint involves services provided by Contractor and can be resolved easily, please do so. If the scope of the complaint is beyond Contractor's control, an OSFEC representative should immediately be contacted to manage the situation.
5. **Alcohol, Marijuana and Drug-Free Work Place.** The distribution, dispensing, possession or use of illegal drugs or other controlled substances, except for approved medical purposes, by Contractor at the OSFEC location or when Contractor is representing the OSFEC offsite, is strictly prohibited. In no event should any Contractor be under the influence of alcohol, illegal drugs or controlled substances (other than controlled substances approved for medical purposes and allowed by Contractor for the job assigned) while performing contact services for OSFEC. Alcohol may only be consumed by Contractor on OSFEC premises if prior authorization is provided by OSFEC CEO and Contractor. Off-duty Contractor may participate in OSFEC events as a member of the general public. OSFEC requires that if off-duty Contractor

representatives participate in OSFEC events, they wear street clothes rather than their Contractor's uniforms. Marijuana is illegal under federal law and is considered an illegal and/or unauthorized controlled substance for purposes of this policy.

6. **Protection & Use of Assets, Intellectual Property and Confidential Information.** Contractor is responsible for the protection and appropriate use of OSFEC's assets, intellectual property and confidential information. OSFEC-furnished property shall be used, maintained, accounted for and disposed of in accordance with the applicable OSFEC requirements, policies and government regulations.

Contractor may be allowed to use OSFEC software in conducting services provided in the OSFEC contract. Contractor shall use all software only in accordance with the terms of the OSFEC's license agreements or other contracts under which the software is supplied. OSFEC licensed software may not be copied or provided to any third party unless authorized by OSFEC and in compliance with the applicable license agreement.

Contractor will protect OSFEC trade secrets and confidential information and to refuse any improper access to trade secrets and confidential information of any other Contractor or entity, including our competitors. For the purposes hereof, "confidential information" also includes information relating to OSFEC's employees and other persons or entities that Contractor is obligated by law or agreement to maintain in confidence.

7. **Avoid Personal conflicts of interests.** Contractors and their employee have the legal duty to carry out his or her responsibilities with the utmost good faith and loyalty to OSFEC. A "personal conflict of interest" occurs when your own interests (for example, financial gain, career development, or reputation advantage), or those of your immediate family, interfere in any way or even appear to interfere with the OSFEC's legitimate business interests or your ability to make objective and fair decisions when performing your job. To avoid potential conflicts of interest, Contractors should avoid any activity that could reasonably be expected to put Contractor in a conflict situation. This includes offering or accepting gifts, entertainment, services or favors that are offered to or accepted by OSFEC employees or Contractor in order to gain a business advantage.
8. **Obligations of Employees to Report Violations.** It is the responsibility of Contractor having knowledge of any activity that is or may be in violation of this Code or any law or regulation applicable to Contractor's business to immediately report such activity to OSFEC CEO or his/her designee. Retaliation against any employees who report what they believe in good faith to be a violation of this Code or any law or regulation is prohibited.
9. **Investigation of Misconduct.** OSFEC reserves the right to use any lawful method of investigation that it deems necessary to determine whether any person has engaged in conduct that in its view interferes with or adversely affects its business. Contractor is expected to cooperate fully with any investigation of any violation of law, OSFEC policies and procedures or this Code.
10. **Obtaining More Information.** Contractor's representatives who have questions about this Code should seek guidance from the OSFEC CEO or his/her designee.

## EXHIBIT A - INSURANCE REQUIREMENTS

These requirements apply to most contracts between the Oregon State Fair & Exposition Center (OSFEC) and Contractors and Renters. OSFEC reserves the right to amend the insurance requirements of any contract at any time. Certain activities/events have additional insurance requirements, higher limits, etc.

Contractor/Renter shall obtain, at Contractor/Renter's expense, the insurance specified below before performing any work under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. The Contractor/Renter shall pay all deductibles, self-insurance retention and self-insurance if any. All insurance must be issued by an insurance company licensed to do business in Oregon.

1.  **Required of Contractors/Renters with one or more workers, as defined by ORS 656.027.**

**WORKERS' COMPENSATION.** All employers, including Contractor/Renter, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor/Renter acknowledges that it is totally responsible for complying with Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires that insurance be provided for all subject workers. Contractor/Renter also agrees to indemnify, defend, and hold harmless the State of Oregon; and the State Fair Council and Oregon State Fair and Exposition Center and its officers, employees and agents from any and all claims arising out of or based upon the workers' compensation laws of the State of Oregon. Contractor/Renter shall require and ensure that each of its subcontractors complies with these requirements.

2.  **Required of all Contractors/Renters.**

**COMMERCIAL GENERAL LIABILITY.** Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial general liability insurance covering activities/operations/indemnity provided under this Contract. Coverage requirements are a minimum of \$1,000,000 per occurrence of personal injury, bodily injury, death, property damage, products and completed operations and contractual liability coverage. Coverage shall be written on an occurrence basis with an annual aggregate limit that shall not be less than \$2,000,000.

The State of Oregon; and the Oregon State Fair Council, Oregon State Fair & Exposition Center, and its officers, employees and agents must be named as an additional insured on Contractor/Renter's insurance certificate, with respect to operations/activities performed under this contract. The certificate shall show coverage for dates which cover the period of the Contractor/Renter's operations/activities under this contract. The name of the "Insured" Contractor/Renter on the certificate of insurance provided must be the same as the Contractor/Renter listed on the Contract. Insurance declarations pages and automatic renewal policy statements will not be accepted as valid forms of insurance coverage. See Example attached.

**TAIL COVERAGE (REQUIRED ONLY IF INSURANCE IS WRITTEN ON A "CLAIMS MADE" BASIS).** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor/Renter shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor/Renter's completion and Agency's acceptance of all Services required under this Contract, or, (ii) The expiration of all warranty periods provided under this Contract.

3.  **Required**  **Not Required**

**AUTOMOBILE LIABILITY.** Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial business automobile liability insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

In lieu of commercial business automobile liability, the required coverage may be in the form of a personal use auto policy endorsed for business use. Combined single limit per occurrence shall not be less than \$1,000,000.

4.  **Required of all Contractors/Renters.**

**CANCELLATION ENDORSEMENT.** Notice of cancellation of any of the required insurance coverages, except for Auto Liability, is required. All policies required here shall be endorsed and include the State of Oregon, Oregon State Fair Council and Oregon State Fair & Exposition Center on the policy as a cancellation notice recipient. See examples attached.

5.  **Required of all Contractors/Renters.**

**CERTIFICATE(S) AND PROOF OF INSURANCE.** Contractor/Renter shall provide to the Oregon State Fair & Exposition Center Certificate(s) of Insurance and any policy endorsements for all required insurance before delivering any Goods and performing any Services required under this Contract.

**The certificate must:**

- Name the State of Oregon; and the Oregon State Fair Council, Oregon State Fair & Exposition Center, and its officers, employees, and agents as Additional Insureds on all policies except for Auto Liability, with respect to operations/activities performed under this contract; and
- Name the Oregon State Fair & Exposition Center as the Certificate Holder; and
- State that all Contractor/Renter coverage shall be primary and non-contributory with any other insurance and/or self-insurance; and
- (Only if insurance is written on a "claims made" basis) Confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided; and
- Endorse all policies to include Oregon State Fair & Exposition Center as a policy cancellation notice recipient, except Auto Liability.

## EXHIBIT B – CONTRACTOR SERVICES

### 1. CRIMINAL HISTORY CLEARANCE

Contractor shall perform criminal history checks on all employees providing Services in accordance with the Agreement or otherwise representing Contractor at the Oregon State Fair and Exposition Center. Only those employees of Contractor who meet the following criminal history clearance criteria will be allowed to provide Services;

No convicted sex offenses

No convicted person-to-person crimes; and

No convicted felony thefts

Failure to comply with the provisions of this Section will be material breach of this contract and subject to the provisions of Additional Terms and Conditions, Section 9 of this contract.

### 2. ON-SITE POINT OF CONTACT

Mike Legorreta, Operations Supervisor  
Oregon State Fair & Exposition Center  
2330 17<sup>th</sup> Street NE  
Salem, OR 97301  
9 1 273-3956  
mlegorreta@oregonstatefair.org

### 3. AGREED AREA OF SERVICE

#### Amphitheatre

##### Pre-Cleaning:

Make sure that all seats are washed, including the back of the seat

Use an electric blower and/or sweep all floor surfaces

Clean all dressing rooms, bathrooms, and kitchen areas

Clean the stage area utilizing an electric blower to clear leaves, dust, and debris, and mop the stage if necessary

#### Backstage

##### Daily Cleaning Backstage:

Clean the dressing rooms, bathrooms, sweeping, vacuuming, mopping, wipe down/clean counters, mirrors, and dust all surfaces

Clean kitchen area, sweep and mop the floor, and wipe down counters

Empty garbage/recycle, replace the liner in the garbage and recycle containers

##### Post-Cleaning Backstage:

Clean the dressing rooms, bathrooms, sweeping, vacuuming, mopping, wipe down/clean counters, mirrors, and dust all surfaces

Clean the kitchen area, including sweeping, mopping, and counters

B. Day Exterior Rest Rooms

Clean restroom sinks, counters, mirrors, toilets, urinals, and floors

Restock supplies used in the restrooms

Empty garbage/recycle, replace liner in garbage and recycle containers, once all entertainment and staff have left for the evening

Any day(s) in which there is no concert, OSFEC will not be charged for cleaning the L. B. Day  
Fair Management

unless authorized by

#### Cascade Hall

Vacuum and mop the entrance areas

Vacuum and clean the interior meeting rooms of Cascade Hall

Clean and restock restrooms prior and during Fair hours with a final cleaning at close of fair each night

Empty garbage/recycle, replace liner in garbage and recycle containers during Fair hours as needed

#### 4-H Auditorium

Empty garbage/recycle, replace liner in garbage and recycle containers during Fair hours as needed

Cleaning of two portable showers, if applicable

Clean and stock restrooms prior and during the Fair hours with a final clean-up

#### Jackman-Long

Interior of show floor and carpeted area on east side. Trash, sweep, spot mop, glass doors and vacuum carpeted areas as needed

Clean and restock restrooms prior and during the Fair hours with a final clean-up

Empty garbage/recycle, replace liner in garbage and recycle containers during Fair hours as needed

#### Offices:

Empty and reline trash containers, clean bathrooms, sweep hard surface areas and vacuum carpeted areas as needed

Clean glass doors daily and as needed

**Pavilion:**

Empty garbage/recycle, replace liner in garbage and recycle containers during Fair hours as needed  
Sweep and spot mop daily and as needed  
Clean and restock restrooms prior and during the Fair hours with a final clean up each day after Fair closes for the day  
Clean glass doors daily and as needed

**Columbia Hall**

Empty garbage/recycle, replace liner in garbage and recycle containers during Fair hours as needed  
Sweep and spot mop daily and as needed  
Clean and restock restrooms prior to Fair opening each day, during Fair hours and with a final clean-up each day after Fair closes  
Clean glass doors daily and as needed

**Floral Building**

Empty garbage/recycle, replace liner in garbage and containers during Fair hours as needed  
Vacuum carpeted areas  
Sweep and spot mop hard floors  
Clean and restock restrooms prior to Fair opening each day, during Fair hours and with a final clean-up each day after Fair closes for the day  
Clean glass doors daily and as needed

**Horse Show Stadium****Pre-Cleaning:**

Wash down seating area and floors. Do not apply excess water to these surfaces

**Daily Cleaning:** Empty garbage/recycle, replace liner in garbage and recycle containers during Fair hours as needed

Clean and restock restrooms prior and during the Fair hours as needed

Spot mop floors as needed

Spot clean seats as needed

**Post-Cleaning:**

Wash down seating area and floors, taking care not to apply excess water

Empty garbage/recycle, replace liner in garbage and recycle containers during Fair hours as needed

Clean and restock restrooms

**Food Court****Pre-cleaning:**

Wash all tables, benches and chairs

**Fair:**

Remove debris from tables, wash tables and if necessary, clean seats

This should be done throughout the hours of the Fair

Empty garbage/recycle, replace liner in garbage and recycle containers during Fair Hours as needed

Pick up debris and trash on ground on-going daily

**Post-cleaning:**

Remove all debris, empty garbage containers, break down cardboard garbage containers (that are reusable) and stack on pallet.

Wash down tables and seating surfaces

**Admission Gate Areas (Five Gates):**

Remove garbage in and around gate areas daily and ongoing throughout the fair

**Parking Lots:**

Empty and reline garbage containers daily.

Pick up all debris and garbage in parking lots after last day of Fair.

**Restroom and hand wash areas:****Pre-Cleaning:**

Initial cleaning should include washing floors, doors, counters, mirrors, sinks, toilets, trash, hygiene containers and all other surfaces. Stock bathrooms with all paper products and soap

**Fair Cleaning:**

Sweep floors, and spot clean floors

Clean all surfaces, sinks and toilets

Clean mirrors and any waste receptacles

Restock soap and paper products daily and on an as needed basis

iii. **Post-Cleaning:**

This will be a deep cleaning requirement following the close of Fair on the Final day.  
Sweep and mop floors,  
Clean all surfaces, sinks and toilets.  
Clean mirrors and any waste receptacles.  
Lock doors upon completion unless otherwise instructed by OSFEC staff.

o. **Entire Grounds:**

Pick up all debris on the grounds except in any caged or marked off areas housing livestock, horses, small animals and poultry.  
All garbage and recycling containers will be emptied, relined and garbage deposited in the appropriate containers for all grounds and buildings.

p. **Post-Fair Cleaning:**

Pick up all debris on the grounds and all parking lots.  
All garbage and recycling containers are to be emptied and cardboard containers broken down and recycled. Any used cardboard in satisfactory condition should be broken down and placed on a pallet. Unused cardboard containers should be broken down and placed on a pallet.

q. **Carnival Midway:**

Pick up garbage and debris on the carnival lot on the south end of the Oregon State Fairgrounds daily and as needed.  
Empty garbage/recycle, replace liner and garbage and recycle containers during Fair hours as needed. Dispose sacks of garbage in the appropriate garbage dumpsters assigned to the Carnival.  
Pick up garbage on and around carnival picnic tables, clean and disinfect carnival picnic table surfaces daily and as needed.

r. **Janitorial Cupboards:**

OSFEC will stock janitorial cupboards prior to contractor starting work. Contractor will provide daily reports of supply usage to OSFEC and work to contractor's best ability to control and manage excess usage, waste and or theft of supplies. Contractor will work cooperatively with OSFEC to insure appropriate products and quantities are ordered and delivered prior to Fair.  
Contractor will minimize opening packages of janitorial supplies during the latter part of the Fair and post-Fair so OSFEC can easily store remaining products.  
Contractor will assist OSFEC in storing unused products in a clean dry environment prior to contractors last day on the grounds.

s. **Camping Sites:**

Pick up all debris on the grounds  
Clean bathrooms and disinfect shower area  
Remove garbage  
Sweep and mop floors

4. **Attached is the schedule and staffing breakdown.**

a. **Jani-King Franchisees Provide:**

- i. Staffing - Background checked, trained, and uniformed
- ii. Uniforms provided by Jani-King
- iii. Larger equipment needed for cleaning, including auto-scrubbers
- iv. Microfiber Towels and trash pickers
- v. Radios to communicate between managers and staff (as needed)

b. **OSFEC Provides:**

- i. (3) - Golf cart or transportation vehicle
- ii. Radios to communicate between Fair Operations Staff and Managers
- iii. Chemicals, trash liners, large trash totes, lobby pans, brooms, mops, and mop buckets
- iv. Client provides uniform shirts for Food Court staff **Camping Sites**- OSFEC will provide contractor one full service RV space (with water, sewer and electric) and two camping spots which include water and electric only at published rates. Any additional camping sites required will be paid by contractor or individual employees.

5. **Compensation**

a. **Total Cost for Services \$194,670**

b. **Advertising Discount (-\$10,000)**

- i. Jani-King will supply:
  - 500 cardboard trash containers with Jani-King logo and ample backup inventory to replace damaged containers as needed.
- ii. OSFEC in exchange will provide:
  - Sponsor logo on the Fair website.
  - Inclusion on the sponsor thank you e-blast,

c. OSFEC will allow Jani-King stickers to be placed on mirrors in restrooms.

d. Total invoice sent for services Not to exceed **\$184,670**



### Full Fairgrounds Pre-Clean/Post-Clean

		Start Time	End Time	# of Employees
8/22/2022	Monday	9:00 AM	5:00 PM	4
8/23/2022	Tuesday	9:00 AM	5:00 PM	4
8/24/2022	Wednesday	9:00 AM	5:00 PM	10
8/25/2022	Thursday	9:00 AM	5:00 PM	10
Post Cleaning		9:00 AM	5:00 PM	12



### L.B. Day Ampitheatre | Back Stage

		Post Event Clean		
		Start Time	End Time	# of Employees
8/26/2022	Friday	9:30 PM	1:30 AM	No Concert
8/27/2022	Saturday	9:30 PM	1:30 AM	No Concert
8/28/2022	Sunday	9:30 PM	1:30 AM	No Concert
8/29/2022	Monday	9:30 PM	1:30 AM	8
8/30/2022	Tuesday	9:30 PM	1:30 AM	8
8/31/2022	Wednesday	9:30 PM	1:30 AM	8
9/1/2022	Thursday	9:30 PM	1:30 AM	8
9/2/2022	Friday	9:30 PM	1:30 AM	8
9/3/2022	Saturday	9:30 PM	1:30 AM	8
9/4/2022	Sunday	9:30 PM	1:30 AM	8
9/5/2022	Monday	9:30 PM	1:30 AM	8

### PAVILION

		During Events			Post Event Clean		
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees
8/26/2022	Friday	5:00 PM	10:30 PM	2	10:30 PM	1:30 AM	8
8/27/2022	Saturday	5:00 PM	10:30 PM	2	10:30 PM	1:30 AM	8
8/28/2022	Sunday	1:00 PM	5:00 PM	2	5:00 PM	10:00 PM	8
8/29/2022	Monday			VACANT			VACANT
8/30/2022	Tuesday			VACANT			VACANT
8/31/2022	Wednesday			VACANT			VACANT
9/1/2022	Thursday			VACANT			VACANT
9/2/2022	Friday			VACANT			VACANT
9/3/2022	Saturday	1:00 PM	5:00 PM	2	5:00 PM	8:00 PM	8
9/4/2022	Sunday	1:00 PM	5:00 PM	2	5:00 PM	8:00 PM	8
9/5/2022	Monday	11:00 AM	3:00 PM	2	3:00 PM	6:00 PM	8

### Food Court

		1st Shift			2nd Shift		
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees
8/26/2022	Friday	10:00 AM	6:00 PM	3	6:00 PM	1:00 AM	3
8/27/2022	Saturday	10:00 AM	6:00 PM	3	6:00 PM	1:00 AM	3
8/28/2022	Sunday	10:00 AM	6:00 PM	3	6:00 PM	12:00 AM	3
8/29/2022	Monday	10:00 AM	6:00 PM	3	6:00 PM	12:00 AM	3
8/30/2022	Tuesday	10:00 AM	6:00 PM	3	6:00 PM	12:00 AM	3
8/31/2022	Wednesday	10:00 AM	6:00 PM	3	6:00 PM	12:00 AM	3
9/1/2022	Thursday	10:00 AM	6:00 PM	3	6:00 PM	12:00 AM	3
9/2/2022	Friday	10:00 AM	6:00 PM	3	6:00 PM	1:00 AM	3
9/3/2022	Saturday	10:00 AM	6:00 PM	3	6:00 PM	1:00 AM	3
9/4/2022	Sunday	10:00 AM	6:00 PM	3	6:00 PM	1:00 AM	3
9/5/2022	Monday	10:00 AM	6:00 PM	3	6:00 PM	12:00 AM	3

### Fairgrounds Trash Pickers/Runners

		1st Shift			2nd Shift		
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees
8/26/2022	Friday	11:00 AM	6:00 PM	8	6:00 PM	1:00 AM	12
8/27/2022	Saturday	11:00 AM	6:00 PM	8	6:00 PM	1:00 AM	12
8/28/2022	Sunday	11:00 AM	6:00 PM	7	6:00 PM	12:00 AM	8
8/29/2022	Monday	11:00 AM	6:00 PM	7	6:00 PM	12:00 AM	8
8/30/2022	Tuesday	11:00 AM	6:00 PM	7	6:00 PM	12:00 AM	8
8/31/2022	Wednesday	11:00 AM	6:00 PM	7	6:00 PM	12:00 AM	8
9/1/2022	Thursday	11:00 AM	6:00 PM	7	6:00 PM	12:00 AM	8
9/2/2022	Friday	11:00 AM	6:00 PM	7	6:00 PM	1:00 AM	12
9/3/2022	Saturday	11:00 AM	6:00 PM	8	6:00 PM	1:00 AM	12
9/4/2022	Sunday	11:00 AM	6:00 PM	8	6:00 PM	1:00 AM	12
9/5/2022	Monday	11:00 AM	6:00 PM	8	6:00 PM	12:00 AM	8

### Jackman Long Building | Columbia Hall | Cascade Hall | Floral Building | Main Office

		1st Shift			2nd Shift		
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees
8/26/2022	Friday	11:00 AM	6:00 PM	4	6:00 PM	1:00 AM	6
8/27/2022	Saturday	11:00 AM	6:00 PM	4	6:00 PM	1:00 AM	6
8/28/2022	Sunday	11:00 AM	6:00 PM	4	6:00 PM	12:00 AM	6
8/29/2022	Monday	11:00 AM	6:00 PM	4	6:00 PM	12:00 AM	6
8/30/2022	Tuesday	11:00 AM	6:00 PM	4	6:00 PM	12:00 AM	6
8/31/2022	Wednesday	11:00 AM	6:00 PM	4	6:00 PM	12:00 AM	6
9/1/2022	Thursday	11:00 AM	6:00 PM	4	6:00 PM	12:00 AM	6
9/2/2022	Friday	11:00 AM	6:00 PM	4	6:00 PM	1:00 AM	6
9/3/2022	Saturday	11:00 AM	6:00 PM	4	6:00 PM	1:00 AM	6
9/4/2022	Sunday	11:00 AM	6:00 PM	4	6:00 PM	1:00 AM	6
9/5/2022	Monday	11:00 AM	6:00 PM	4	6:00 PM	12:00 AM	6

### Historic Horse Stadium | Horse Show Barn | Forster Livestock Pavilion | Beef Barn | Livestock Office | Livestock Milking Parlor | 4-H/FFA Barn | Historic Poultry Barn | Horse Warm-Up Arena | Race Horse Barns | 4H Auditorium

		1st Shift			2nd Shift		
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees
8/26/2022	Friday	9:00 AM	6:00 PM	4	6:00 PM	10:00 PM	4
8/27/2022	Saturday	9:00 AM	6:00 PM	4	6:00 PM	10:00 PM	4
8/28/2022	Sunday	9:00 AM	6:00 PM	4	6:00 PM	10:00 PM	4
8/29/2022	Monday	9:00 AM	6:00 PM	4	6:00 PM	9:00 PM	4
8/30/2022	Tuesday	9:00 AM	6:00 PM	4	6:00 PM	10:00 PM	4
8/31/2022	Wednesday	9:00 AM	6:00 PM	4	6:00 PM	10:00 PM	4
9/1/2022	Thursday	9:00 AM	6:00 PM	4	6:00 PM	9:00 PM	4
9/2/2022	Friday	9:00 AM	6:00 PM	4	6:00 PM	9:00 PM	4
9/3/2022	Saturday	9:00 AM	6:00 PM	4	6:00 PM	10:00 PM	4
9/4/2022	Sunday	9:00 AM	6:00 PM	4	6:00 PM	10:00 PM	4
9/5/2022	Monday	9:00 AM	6:00 PM	4	6:00 PM	10:00 PM	4

## Carnival Area

		1st Shift			2nd Shift		
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees
8/26/2022	Friday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
8/27/2022	Saturday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
8/28/2022	Sunday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
8/29/2022	Monday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
8/30/2022	Tuesday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
8/31/2022	Wednesday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
9/1/2022	Thursday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
9/2/2022	Friday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
9/3/2022	Saturday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
9/4/2022	Sunday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4
9/5/2022	Monday	9:00 AM	6:00 PM	1	6:00 PM	10:00 PM	4