



Oregon State Fair Council Meeting Notice & Agenda

Wednesday, December 11, 2019 at 3:30 p.m.

Oregon State Fair & Expo Center
Administration Building Conference Room
2330 17th Street NE
Salem, OR 97301

Council Members

Jon Chandler, Chair

Kevin Cameron, Vice Chair

Vicki Berger

Loyal Burns

Gene Derfler

Leah Perkins-Hagele

George Jennings

Dayna Jung

Austin McGuigan

Craig Smith

Advisory Members

Senator Arnie Roblan

Representative Mike Nearman

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

Wednesday, December 11, 2019 at 3:30 p.m.

Oregon State Fair & Expo Center
Administration Building Conference Room
2330 17th Street NE
Salem, OR 97301

Agenda

- I. Call To Order**
- II. Roll Call**
- III. Approval of Minutes**
 - a. Council Meeting of October 24, 2019
 - b. Council Meeting of November 4, 2019
- IV. Public Comment on Agenda Items**
- V. Council Chair's Report**
- VI. Action Items**
 - a. State Fair Council**
 - i. Financial Statement 1/1/19-10/31/19
 - ii. Election of Council Officers for 2020
 1. Chair
 2. Vice Chair
 - iii. 2020 Council Meeting Schedule
 - b. State Fair**
 - i. Discussion and action regarding Contract for Independent Contractor Services for 2020 State Fair Advertising & Consumer Outreach by Trooper Advertising LLC
 - ii. Discussion and action regarding Contract for Independent Contractor Services for 2020 State Fair Digital Outreach by Royal Media
 - iii. Discussion and action regarding Contract for Independent Contractor Services for 2020 State Fair Public Relations by C|3
 - iv. Discussion and action regarding Contract with Amusement Consulting Services, Inc. for FunCard System & Software for 2020 State Fair
- VII. Public Comments on Non-Agenda Items**
- VIII. Council Members' Comments**
- IX. Adjourn**



Oregon State Fair Council Meeting – December 11, 2019

Agenda Item: III.a. [For Action]
Council Meeting Minutes of October 24, 2019



Minutes of the Oregon State Fair Council Regular Meeting

October 24st, 2019

Oregon State Fair & Exposition Center – Cascade Hall-McKenzie Room

Audio Recorded: Yes

- I. **Call to Order:** The meeting convened at 1:30 p.m. with Chair Jon Chandler presiding.
- II. **Roll Call:** The attendance, both in person and by phone, was recorded as shown below:

Present:

Jon Chandler, Chair
Vicki Berger, Council Member
Loyal Burns, Council Member
Gene Derfler, Council Member
Leah Perkins-Hagele, Council Member
George Jennings, Council Member
Dana Jung, Council Member
Rep. Mike Nearman, Advisory Council Member
Mike Paluszak, Director/CEO

Non-Present:

Kevin Cameron, Vice Chair
Austin McGuigan, Council Member
Craig Smith, Council Member
Sen. Arnie Roblan, Advisory Council Member
Steve Powers, Advisory Council Member

- III. **Pledge of Allegiance:** The Pledge of Allegiance was made by all parties present.
- IV. **Presentations:** None
- V. **Approval of Minutes:**

a. **Council Meeting of October 1, 2018:**

Mr. Paluszak began by following up on a question by the Council at the October 1st meeting regarding capitalization of the facility assessment, regarding which he was asked to consult with the Council's auditor. The response by the auditor, Doug Parham CPA of Bolt, Carlisle + Smith, is that based on accounting principles the assessment cannot be capitalized and depreciated. Mr. Parham added, however, that there may be a method by which it can be shown on the balance sheet as an intangible asset and amortized. Mr. Parham will research that possibility and provide an opinion regarding that method of accounting for the expenditure.

Mr. Paluszak then explained that ORS 565.495(1) states in part *"...if the council expends moneys for the construction, repair, remodeling or maintenance of, or other long-term benefit to, fairground properties and facilities that are real property, the council may capitalize those expenditures for purposes of determining net profit or loss from conducting the Oregon State Fair, carrying out fairground business operations and operating fairground properties and facilities."* Clearly, the expenditure by the Council for the purpose of conducting the facility assessment is of long-term benefit to fairground properties and facilities that are real property. Whether the expenditure can be shown on the balance sheet as Mr. Parham suggests or not, future audit reports can identify the expenditure as one that meets the criteria for capitalization for determining profit or loss as defined in ORS 565.495(1).

Chair Chandler then asked if there were any changes or corrections to the minutes presented for approval. Hearing none, it was moved by Council Member Berger and seconded by Council Member Burns to approve the minutes as presented. The motion carried unanimously.

- VI. **Public Comment on Agenda Items:** None
 - VII. **Council Chair's Report:** None
-

VIII. CEO's Report: None

IX. Information Items:

a. State Fair Report: Kim Grewe-Powell presented the report.

- 2019 Fair Attendance was 306,006, slightly down by 3.84% which we attribute to two very hot days.
- Even though we were slightly down, admissions revenue was up by 9.6% over 2018.
- Our website got a new look and was viewed over 251,000 times, a 61% increase to home page visits. The majority of the visitors were women, ages 23-34 from Portland, based on analytics from our marketing agency, demonstrating that our goal of attracting the Portland demographic is working!
- Cash sponsorships were lower than last year and our 2019 goal, which encouraged our decision to make a transition to a new company for 2020 sponsorship sales. We continue to have great Non-cash partnerships with Green Acres, Western Interlock, Wilco, Ricoh, Comcast, and Oregon Paralyzed Veterans among others. We were pleased to have Freres Lumber join us this year to provide Livestock Shavings.
- Food and Beverage was \$4,401,392, up 2.52% and up 23.39% vs. the 4-year average.
- Carnival Ride revenue was up 2.32% over 2018. Rainer had a fabulous layout and added more ticket booths to accommodate long lines.
- Bag checks were added to each gate this year. The feedback we received from guest was overwhelmingly positive they appreciated our concern for their safety. We will refine and implement some additional changes for 2020, from what we learned this year.
- The Code Adam program continued and was very successful, which encourages parents to photograph their children for easy identification and wristband them with the parent's cell phone number. In the event that they become separated from their parents while at the Fair these help law enforcement locate and reunite parents and children more quickly.
- We changed the programming format to weekends only in the Pavilion. Motorsport events were at capacity. The Jaripeo and Belt Buckle Challenge rodeo were also both successful.
- Concert ticket sales were up by 44% which is attributed to an enhanced budget to purchase a stronger line-up, and earlier marketing and ticket sales.
- Hip new programming themed "Wonderful World of Sawdust" including axe throwing, lumberjacks, wood carvers, BBQ, beer, etc. was featured in the garden to attract more guests to that area. This programming was a huge success that we will build upon for 2020.
- Artisans Village found a new home in the Picnic Grove area and attracted over 9,500 guests. This location also allowed for the Willamette Art Center to be incorporated.
- Familyville continued to be popular with the pony rides, pig races and petting zoo. We added the Sea Lion Encounter which was very well received and was standing room only for every show.
- STREAM programming was moved outside under a large tent. ORTOP Robotics, an Oregon Pop Up Museum and Film Festival received a lot of attention, and notably attracted and were enjoyed by many teenagers.
- Creative Living competitive exhibits increased by 31%. The team worked hard to create an open and visually pleasing layout that was recognized by guests. The military uniform display was welcomed back, which was very well received and appreciated by Fairgoers. Gerry Frank 60th Cake Contest had an outstanding 81 entries.
- Livestock had 5,373 entries. A highlight was celebrating the 100th Anniversary of the Historic Horse Stadium.

- We kicked off the “Be Part Of The WE” campaign to bring awareness to the restoration projects of the Poultry Building and Horse Stadium. This project is new and dear to many of us. This campaign is to raise the additional funds necessary for the restoration of the buildings, beyond the money that the Governor and Legislature budgeted in the 2019-21 biennium budget. This is a joint campaign with the State Fair Foundation so that any donations to the project via the Foundations are tax deductible by the donors.
- 2019 was a huge success and we look forward to the 2020 Fair!

X. Action Items

a. State Fair Council

i. Receive 2018 Financial Audit by Boldt Carlisle + Smith | Certified Public Accountants:

Doug Parham from Boldt Carlisle + Smith introduced Mercy Hansen CPA, who was the lead auditor. Mr. Parham presented the 2018 financial audit report. 2018 operations resulted in a change in net position of +\$314,244, plus a prior period adjustment of +\$975,357 representing capital investments retroactive to 2015 net of depreciation, all resulting in an ending net position of \$5,506,934.

Council Member Berger asked the auditors if the accounting of non-cash transactions, as we do, is easy to audit and whether they were very satisfied with what they found. Ms. Hansen responded that they were able to review the contracts for the non-cash services received, and benefits given in exchange compared to those of cash sponsors. Based on that and the description and value of services being provided to OSFEC, the auditors were able to advise that they were reasonable and auditable.

A motion was made by Council Member Berger and seconded by Council Member Jennings to receive the 2018 Financial Audit Report by Boldt Carlisle + Smith as presented. The motion carried unanimously.

ii. Financial Statement 1/1/2019-9/30/2019: These reports are preliminary through September and not final, as revenue and expenses through September are still being reconciled.

A motion was made by Council Member Jennings and seconded by Council Member Berger to receive the Preliminary Financial Statement for 1/1/19-9/30/19 as presented. The motion carried unanimously.

b. Committee Reports and Action Thereon

- i. Executive Committee:** Chair Chandler announced that Mr. Paluszak will be retiring at the end of February 2020, and that will create a vacancy. Legal Council Paul Dakopolos explained the legal steps the Council needs to take regarding conducting discussions and interviews in executive session, and the steps necessary to make the hiring decision in a public meeting. First, the Council needs to declare and advertise the vacancy; and adopt Hiring Procedures and Standards, Criteria and Policy Directives in a public meeting that allows for public comment.

A motion was made by Council Member Jennings and seconded by Council Member Burns to request that Mr. Dakopolos and Mr. Paluszak create draft Hiring Procedures; and Standards,

Criteria and Policy Directives to be discussed and adopted at a subsequent public Council Meeting. Meeting date and time to be determined.

- ii. **Governmental Affairs Committee:** None
- iii. **Nominating Committee:** Nominating Committee Chair Derfler reported that the Nominating Committee met by phone and nominates the following for 2020 Council Leadership - Past Chair: Jon Chandler, Chair: Kevin Cameron, Vice Chair: Vicki Berger, Executive Committee Members: Loyal Burns and Austin McGuigan. Nominations from the floor and elections will take place at the December 5, 2019 Council Meeting.

- XI. **Public Comments on Non-Agenda items:** None
- XII. **Council Members' Comments:** None.
- XIII. **Executive Session:** None
- XIV. **Adjourn:** There being no further business the meeting was adjourned at 2:45pm

Meeting Materials:

Agenda
Financial Statement 1/1/2019-9/30/2019
Audited Annual Financial Report for year ending December 31, 2018



Oregon State Fair Council Meeting – December 11, 2019

Agenda Item: III.b. [For Action]
Council Meeting Minutes of November 4, 2019



Minutes of the Oregon State Fair Council Regular Meeting

November 4, 2019

Oregon State Fair & Exposition Center – Cascade Hall-McKenzie Room

Audio Recorded: Yes

I. Call to Order: The meeting convened at 1:30 p.m. with Chair Jon Chandler presiding.

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

Present:

Jon Chandler, Chair
Kevin Cameron, Vice Chair
Vicki Berger, Council Member
Gene Derfler, Council Member
George Jennings, Council Member
Dayna Jung, Council Member
Austin McGuigan, Council Member
Rep. Mike Nearman, Advisory Council Member
Sen. Arnie Roblan, Advisory Council Member
Mike Paluszak, Director/CEO

Non-Present:

Loyal Burns, Council Member
Leah Perkins-Hagele, Council Member
Craig Smith, Council Member
Steve Powers, Advisory Council Member

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

IV. Review of Prior Actions

Chair Chandler began by reviewing what has already occurred with regard to the CEO's position:

- Mr. Paluszak announced retirement on October 1, 2019.
- The Council accepted his resignation effective February 29, 2020, or other mutually agreeable date thereafter.
- The Council has declared a vacancy on October 24, 2019.
- The Council will initiate a search for a new CEO.
- This Council meeting is being held to discuss hiring procedures; and hiring standards, hiring criteria and policy directives.

V. Action on Approval of Hiring Procedures for CEO

- Chair Chandler asked if there were any public comments on the Draft Hiring Procedures as published and distributed. There were none.
- Chair Chandler asked if there was any discussion by Council Members regarding the Draft Hiring Procedures as presented. There was none.
- It was moved by Council Member Jennings and seconded by Council Member McGuigan to approve the Hiring Procedures for the CEO as presented. The motion carried unanimously.

VI. Action of Approval of Hiring Standards, Hiring Criteria and Policy Directives.

- Chair Chandler asked if there were any public comments on the Draft Hiring Standards, Hiring Criteria and Policy Directives as published and distributed. There were none.
 - Chair Chandler presented the Draft Hiring Standards, Hiring Criteria and Policy Directives.
-

- Chair Chandler asked if there was any discussion by Council Members regarding the Draft Hiring Standards, Hiring Criteria and Policy Directives as presented. There was none.
- It was moved by Council Member Jennings and seconded by Vice Chair Cameron to approve the Hiring Standards, Hiring Criteria and Policy Directives for the CEO position as presented. After further discussion Council Member Jennings moved that the motion be amended to delete “Dental and Vision Plan” and to add “\$125,000-\$150,000” as the salary range for the CEO position in Section A. Compensation. The amendment to the motion was seconded by Council Member Cameron. The motion as amended carried unanimously.

VII. Council Chair Discussion on Next Steps in Process:

- Chair Chandler presented the proposed steps of the process.
 - The Council will advertise the CEO vacancy.
 - The position will be advertised with a closing date for applications of January 2, 2020.
 - The Council will work with HR consultants from Cascade Employers Association.
 - Interested applicants may submit a confidential application and materials.
 - The Executive Committee will review applications and materials in executive session and narrow down list of applicants to interview.
 - The Council will schedule an executive session to interview applicants.
 - The Council will select top 2-3 candidates in executive session.
 - The Council will take action to hire top candidate and approve the employment agreement in an open public session.

It was moved by Council Member Jennings to accept the process as presented. Seconded by Council Member McGuigan. The motion carried unanimously.

VIII. Adjourn: There being no further business the meeting was adjourned at 1:45pm

Meeting Materials:

Agenda
Draft Proposed Hiring Procedures for CEO
Draft Hiring Standards, Criteria and Policy Directives



Oregon State Fair Council Meeting – December 11, 2019

Agenda Item: VI.a.i. [For Action]
Financial Statement 1/1/19-10/31/2019

Oregon State Fair Council
Balance Sheet
As of October 31, 2019

	Oct 31, 19
ASSETS	
Current Assets	
Checking/Savings	
10000 · Maps Checking Account	4,586.21
10100 · Maps Savings Account	5,023.91
10120 · USB - Operating Acct - 5013	460,796.26
10121 · USB - Payroll Acct - 3265	14,517.24
10125 · USB - Mrchnt Pre-Sales - 2438	38,920.81
10127 · USB - Fair Admission -5088	72,005.35
10128 · USB - Office Expo - 5104	72,821.77
10129 · USB - Show Works - 5120	15,550.12
10130 · USB - Camp Ground - 5138	6,214.84
10131 · USB - Office FAIR - 5112	21,157.05
10150 · Petty Cash Box - Fair	470.91
10200 · State Treasury Fund Account	4,800,665.46
Total Checking/Savings	5,512,729.93
Accounts Receivable	
11000 · Accounts Receivable	192,656.34
Total Accounts Receivable	192,656.34
Other Current Assets	
12005 · Prepaid FCC 10 Yr License	1,960.00
13000 · Prepaid Contracts	414.16
Total Other Current Assets	2,374.16
Total Current Assets	5,707,760.43
Other Assets	
19000 · Capital Investments- SF Council	1,383,875.01
Total Other Assets	1,383,875.01
TOTAL ASSETS	7,091,635.44
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	132,396.35
Total Accounts Payable	132,396.35
Credit Cards	
20015 · U S Bank Credit Card - Mike	440.36
20020 · US Bank Credit Card - Kim	5,538.80
20025 · US Bank Credit Card - Wayne	14.99
20030 · US Bank Credit Card - Jim	2,807.25
Total Credit Cards	8,801.40
Other Current Liabilities	
20100 · Deferred Rent Income - MCFair	240,000.00
20200 · Deferred Income - Fair	-3,200.50

Oregon State Fair Council
Balance Sheet
As of October 31, 2019

	<u>Oct 31, 19</u>
20515 · Deferred Income - Expo	81,299.00
24000 · Payroll Liabilities	20,646.28
Total Other Current Liabilities	<u>338,744.78</u>
Total Current Liabilities	<u>479,942.53</u>
Total Liabilities	479,942.53
Equity	
32050 · Restricted Net Posititon	27,889.77
25000 · State Parks Opening Bal	3,014,804.40
25020 · State Biennium Fund 2015-2017	1,015,299.00
32000 · Retained Earnings	1,448,941.95
Net Income	1,104,757.79
Total Equity	<u>6,611,692.91</u>
TOTAL LIABILITIES & EQUITY	<u><u>7,091,635.44</u></u>

Oregon State Fair Council
Profit & Loss - Total
January through October 2019

	<u>Jan - Oct 19</u>
Ordinary Income/Expense	
Income	
Administration Revenue	83,597.13
Operations Revenue	36,128.44
Expo Center Revenue	1,162,427.24
State Fair Revenue	6,474,151.73
Total Income	<u>7,756,304.54</u>
Gross Profit	7,756,304.54
Expense	
Suspense	145.00
Salaries & Wages - Permanent	497,828.30
Contracted Labor - PT/Snl/Temp	166,770.71
Employee Benefits - ER Exp	49,407.58
Payroll Tax - Employer's Share	50,920.43
Professional Services Exp.	207,292.00
Council Expense	600.93
Travel/Training/Relocation - EE	22,606.42
Supplies & Expenses	96,870.03
Dues and Subscriptions	4,055.00
Insurance	30,889.50
Utilities-Elec,Gas,Water, Trash	461,725.59
Maint. and Repairs of Equipment	20,720.98
Maint. of Buildings and Grounds	378,252.70
Special Repairs & Maint.	7,777.10
Marketing Expenses	33,010.48
Vehicle Expenses	12,431.27
Bank Fees	93,617.16
Doubtful Debt Expense	370.00
Equipment Purchase <\$5k	640.20
Permits, Licenses	2,574.75
State Fair Administrative Exp.	59,757.19
State Fair Marketing Expenses	877,704.19
State Fair Operations Expenses	1,400,488.71
State Fair Attractions Expenses	1,861,649.71
State Fair Exhibits Expenses	<u>794,809.72</u>

Oregon State Fair Council
Profit & Loss - Total
January through October 2019

	<u>Jan - Oct 19</u>
Total Expense	7,132,915.65
Net Ordinary Income	623,388.89
Other Income/Expense	
Other Income	
Other Income	1,032,884.00
Special Projects Income	14,561.66
90400 · Bond Project	4,000.00
Total Other Income	1,051,445.66
Other Expense	
Other Expenses	18,633.47
Special Projects Expense	522,920.86
90700 · Bond Project Exp	28,522.43
Total Other Expense	570,076.76
Net Other Income	481,368.90
Net Income	<u><u>1,104,757.79</u></u>

Oregon State Fair Council
Profit & Loss by Class - Exclude NonCash
January through October 2019

	Admin	Operations	Expo	Fair	TOTAL
Ordinary Income/Expense					
Income					
Administration Revenue	83,597.13	0.00	0.00	0.00	83,597.13
Expo Center Revenue	0.00	0.00	1,122,427.24	0.00	1,122,427.24
State Fair Revenue	0.00	79.00	0.00	6,154,919.79	6,154,998.79
Total Income	<u>83,597.13</u>	<u>79.00</u>	<u>1,122,427.24</u>	<u>6,154,919.79</u>	<u>7,361,023.16</u>
Gross Profit	83,597.13	79.00	1,122,427.24	6,154,919.79	7,361,023.16
Expense					
Suspense	0.00	0.00	0.00	145.00	145.00
Salaries & Wages - Permanent	105,305.41	124,383.52	143,461.52	124,677.85	497,828.30
Contracted Labor - PT/Snl/Te...	22,013.27	39,435.00	105,322.44	0.00	166,770.71
Employee Benefits - ER Exp	41,297.33	7,990.91	59.67	59.67	49,407.58
Payroll Tax - Employer's Share	7,984.79	10,383.11	11,101.85	21,450.68	50,920.43
Professional Services Exp.	73,596.19	59,503.27	73,046.55	1,145.99	207,292.00
Council Expense	600.93	0.00	0.00	0.00	600.93
Travel/Training/Relocation - ...	15,091.33	0.00	0.00	6,515.09	21,606.42
Supplies & Expenses	6,198.55	57,952.76	18,851.38	13,867.34	96,870.03
Dues and Subscriptions	3,875.00	180.00	0.00	0.00	4,055.00
Insurance	8,889.90	4,399.90	8,799.85	8,799.85	30,889.50
Utilities-Elec,Gas,Water, Trash	0.00	460,845.59	880.00	0.00	461,725.59
Maint. and Repairs of Equip...	0.00	20,624.98	96.00	0.00	20,720.98
Maint. of Buildings and Grou...	427.96	333,921.88	7,720.21	54.21	342,124.26
Special Repairs & Maint.	0.00	7,777.10	0.00	0.00	7,777.10
Marketing Expenses	5,907.41	529.00	25,973.19	600.88	33,010.48
Vehicle Expenses	23.50	10,620.14	0.00	1,787.63	12,431.27
Bank Fees	13,328.20	0.00	8,675.48	71,613.48	93,617.16
Doubtful Debt Expense	0.00	0.00	370.00	0.00	370.00
Equipment Purchase <\$5k	206.07	28.68	405.45	0.00	640.20
Permits, Licenses	400.00	569.75	222.50	1,382.50	2,574.75
State Fair Administrative Exp.	0.00	0.00	0.00	59,288.03	59,288.03
State Fair Marketing Expenses	0.00	0.00	0.00	813,580.85	813,580.85
State Fair Operations Expen...	0.00	0.00	0.00	1,364,293.53	1,364,293.53
State Fair Attractions Expen...	0.00	0.00	0.00	1,806,412.61	1,806,412.61
State Fair Exhibits Expenses	0.00	0.00	0.00	741,681.67	741,681.67
Total Expense	<u>305,145.84</u>	<u>1,139,145.59</u>	<u>404,986.09</u>	<u>5,037,356.86</u>	<u>6,886,634.38</u>

11/21/19
Accrual Basis

Oregon State Fair Council
Profit & Loss by Class - Exclude NonCash
January through October 2019

	<u>Admin</u>	<u>Operations</u>	<u>Expo</u>	<u>Fair</u>	<u>TOTAL</u>
Net Ordinary Income	-221,548.71	-1,139,066.59	717,441.15	1,117,562.93	474,388.78
Other Income/Expense					
Other Income					
Other Income	1,015,299.00	5,450.00	10,400.00	1,735.00	1,032,884.00
Special Projects Income	0.00	11,561.66	0.00	3,000.00	14,561.66
90400 · Bond Project	0.00	4,000.00	0.00	0.00	4,000.00
Total Other Income	1,015,299.00	21,011.66	10,400.00	4,735.00	1,051,445.66
Other Expense					
Other Expenses	0.00	18,633.47	0.00	0.00	18,633.47
Special Projects Expense	0.00	236,830.95	0.00	21,973.80	258,804.75
90700 · Bond Project Exp	0.00	28,522.43	0.00	0.00	28,522.43
Total Other Expense	0.00	283,986.85	0.00	21,973.80	305,960.65
Net Other Income	1,015,299.00	-262,975.19	10,400.00	-17,238.80	745,485.01
Net Income	<u>793,750.29</u>	<u>-1,402,041.78</u>	<u>727,841.15</u>	<u>1,100,324.13</u>	<u>1,219,873.79</u>

11/21/19
Accrual Basis

Oregon State Fair Council
Profit & Loss by Class - NonCash Trade Only
January through October 2019

	<u>NonCash-Trade</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
Operations Revenue	36,128.44	36,128.44
Expo Center Revenue	40,000.00	40,000.00
State Fair Revenue	319,152.94	319,152.94
Total Income	<u>395,281.38</u>	<u>395,281.38</u>
Gross Profit	395,281.38	395,281.38
Expense		
Suspense	0.00	0.00
Travel/Training/Relocation - ...	1,000.00	1,000.00
Maint. of Buildings and Gro...	36,128.44	36,128.44
State Fair Administrative Exp.	469.16	469.16
State Fair Marketing Expenses	64,123.34	64,123.34
State Fair Operations Expen...	36,195.18	36,195.18
State Fair Attractions Expen...	55,237.10	55,237.10
State Fair Exhibits Expenses	53,128.05	53,128.05
Total Expense	<u>246,281.27</u>	<u>246,281.27</u>
Net Ordinary Income	149,000.11	149,000.11
Other Income/Expense		
Other Expense		
Special Projects Expense	264,116.11	264,116.11
Total Other Expense	<u>264,116.11</u>	<u>264,116.11</u>
Net Other Income	<u>-264,116.11</u>	<u>-264,116.11</u>
Net Income	<u><u>-115,116.00</u></u>	<u><u>-115,116.00</u></u>



Oregon State Fair Council Meeting – December 11, 2019

Agenda Item: VI.a.iii. [For Action]
Discussion and action regarding 2020 Council Meeting Schedule

Proposed 2020 Meeting Schedule

Oregon State Fair Council

(4th Thursday of the Month @ 1:30pm – Unless otherwise noted with)*

January 30* (Regular Date Conflicts with Western Fairs Convention)

February 27

March 19* (In the Event Mike is Needed at This Meeting)

April 23

May 28

June 25

July 23

August* (No Meeting – Fair)

September 24

October 22

November* (No Meeting – Thanksgiving)

December 3* (Combines November & December Meetings to Avoid Holidays)



Oregon State Fair Council Meeting – December 11, 2019

Agenda Item: VI.b.i. [For Action]

Discussion and action regarding Contract for Independent Contractor Services for 2020
State Fair Advertising & Consumer Outreach by Trooper Advertising LLC



Contract For Independent Contractor Services For State Fair Advertising & Consumer Outreach By Trooper Advertising LLC

- I. **Parties.** This Contract (“Contract”) is between the Oregon State Fair & Exposition Center (“OSFEC”) and Trooper Advertising LLC (“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 12/31/2020.
- 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 12/31/2020, Contractor requests Notice on or before 12/1/2020.
- 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 an amount not to exceed \$424,000.00 for completing all Services required under this Contract.
- 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**
- Michael Paluszak, CEO
Oregon State Fair & Exposition Center
2330 17th Street NE
Salem, OR 97301
(971) 701-6573
mpaluszak@oregonstatefair.org
- b. **Contractor’s Authorized Representative**
- Dan Cox
Trooper Advertising LLC
901 North 8th Place
Ridgefield, Washington 98642
503-780-0963
Dcox5353@gmail.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.

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.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (j) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice within two days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
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;

- 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.

2. PURPOSE AND SCOPE

2020 CONSUMER OUTREACH ACTION PLAN & DELIVERABLES:

TELEVISION

- One :30 Spot for the primary campaign/concert sponsor inclusion
- One :30 Spot edited for the Comcast Partnership (as needed)
- One :15 Spot for use on the Internet
- One :04 Spot
- One :05 Spot
- New music
- Media Planning & Buying

RADIO

- Two radio concepts for :30 Spots
- Approximately 20 tagged versions of the :30 Spots
- New music
- Radio remains a primary sponsorship fulfillment and attraction promotion medium
- Media Planning & Buying

OUTDOOR BILLBOARD/OTHER SIGNS

- Two concepts/designs for TBD traditional and digital billboards
- Media Planning & Buying

PRINT ADS

- Relates to print ads placed as part of the primary Trooper campaign media buy, if any print ads outside of Trooper media buys will be estimated/invoiced separately

CREATIVE DIRECTION & COPYWRITING

- Overall duties relating to guiding creative work for the Fair
- Copywriting duties related to the Fair's TV, radio, and billboard advertising, as well as print projects captured by this contract.

PRODUCTION SUPERVISION

- Management of all details relating to the production of TV commercials, radio commercials, music and print deliverables

ACCOUNT SUPERVISION

- Supervision of aspects of the Fair's advertising as it relates to items specifically captured by this contract. Includes: client meetings, subcontractor supervision, budget stewardship, schedule discipline for deliverables, project management, and as-needed troubleshooting

BROADCAST PRODUCTION

- All aspects of creating TV and radio commercials

PHOTOGRAPHY, ILLUSTRATION

- Related to hard costs associated with photography, illustration and similar items

FAIR THEME/SLOGAN

- Advertising slogan for the 2020 Fair is "Summer's Big Finish"
- Advertising slogan for 2021 to be developed.

CONTINGENCY¹

- A professional method for handling unforeseen projects or expenses
- Contingency can only be used with permission of the Director of Marketing and State Fair Programming

SPECIAL DELIVERABLES

- Anticipated projects: Salem Travel Digital Ad, Summer Reading Flyer, Neighborhood Flyer, Safeway/Albertsons POS

3. BUDGET²

• Traditional Paid Media (Includes Pavilion events, rate increases)	\$270,200
• Creative Direction & Copywriting	\$25,000
• Production Supervision	\$7,700
• Account Supervision	\$6,000
• Broadcast Production	\$81,600
• Art Production	\$6,000
• Special Deliverables	\$2,000
• Hard Costs	\$5,500
• Contingency ¹	\$17,000
• TOTAL NOT TO EXCEED CONTRACT AMOUNT	\$424,000

¹ Trooper Advertising LLC understands and agrees that spending from the contingency budget is subject to OSFEC's approval in advance.

² Trooper Advertising to be paid on a 12-month payment schedule beginning 1/1/20 based on a mutually agreed spending plan.



Oregon State Fair Council Meeting – December 11, 2019

Agenda Item: V.b.ii. [For Action]

Discussion and action regarding Contract for Independent Contractor Services for 2020
State Fair Digital Outreach by Royal Media



Contract For Independent Contractor Services For State Fair Digital Outreach By Royle Media

- I. **Parties.** This Contract (“Contract”) is between the Oregon State Fair & Exposition Center (“OSFEC”) and Royle Media (“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 12/31/2020.
- 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 12/31/2020, Contractor requests Notice on or before 12/1/2020.
- 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 an amount not to exceed \$171,000.00 for completing all Services required under this Contract.
- 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**

Michael Paluszak, CEO
Oregon State Fair & Exposition Center
2330 17th Street NE
Salem, OR 97301
(971) 701-6573
mpaluszak@oregonstatefair.org
 - b. **Contractor’s Authorized Representative**

Royle Johnson
Royle Media
7032 SE 52nd Avenue
Portland, Oregon 97206
503-577-6905
Royle@roylemedia.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
Mike Paluszak

Phone: 971-701-6573
Email: mpaluszak@oregonstatefair.org

Royle Media
Royle Johnson

503-577-6905
Royle@roylemedia.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.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (j) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice within two days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
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;

- 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.

2. PURPOSE AND SCOPE

2020 DIGITAL OUTREACH ACTION PLAN & DELIVERABLES

PAID DIGITAL MEDIA

- Art production of all digital banner ads and social media graphics, using OSF style
- Banner and video pre-roll campaign in support of: Concerts, Carnival, Pairings, General Fair Attractions, Retargeting
- Social Media Advertising Platforms: Facebook, Instagram, Twitter

SOCIAL MEDIA

- Continued dynamic presence and growth, particularly on Facebook, Instagram, Twitter and Instagram Stories
- Monthly content calendars April – August to illustrate editorial priorities and ensure coverage of most important topics across all channels to be approved by the Director of Marketing and State Fair Programming
- Weekly copy calendars April – August to ensure client approval on brand voice
- A concierge level of team support, featuring 24/7 attention to social media during the peak fair season
- Onsite social media content generation during the fair, such as Facebook Live for the first song of each L.B. Day concert and/or video segments on fairgrounds
- Onsite social media customer service to handle inbound customer complaints, working in tandem with the fair's customer service team

WEBSITE

- Continue to use A2 server and in-house server backup to maintain the high speeds and service achieved in 2019
- Maintain the concierge level of service for website management focused on content updates, graphics creation, and technical issues
- Continue the effort to keep making the site more transactional in terms of ticket sales

eBLASTS

- Continued use of the Mail Chimp platform to deliver about a dozen eblasts
- Consistent use of first-rate graphic design on all eBlasts to always look and feel professional

COPYWRITING

- All copywriting duties related to the Fair's public facing digital communications, including website, eBLASTS, and social media content

ACCOUNT SUPERVISION

- Comprehensive day-to-day supervision of all aspects of the Fair's consumer-facing communications. Includes: client meetings, subcontractor supervision, budget stewardship, schedule discipline for deliverables, project management, and as-needed troubleshooting

CONTINGENCY¹

- A professional method for handling unforeseen projects or expenses
- Contingency can only be used with permission of the Director of Marketing and State Fair Programming

3. BUDGET²

• Paid Digital Media	\$67,500
• Social Media	\$39,600
• Website	\$30,000
• eBLASTS	\$4,000
• Copywriting	\$10,000
• Account Supervision	\$6,000
• Hard Costs (Mailchimp \$325/mo)	\$3,900
• Contingency ¹	<u>\$10,000</u>
TOTAL NOT TO EXCEED CONTRACT AMOUNT	<u>\$171,000</u>

¹ Royal Media understands and agrees that spending from the contingency budget is subject to OSFEC's approval in advance.

² OSFEC to pay Royle Media on a 12-month payment schedule beginning 1/1/20 based on a mutually agreed spending plan.



Oregon State Fair Council Meeting – December 11, 2019

Agenda Item: VI.b.iii. [For Action]

Discussion and action regarding Contract for Independent Contractor Services for
2020 State Fair Public Relations By C|3



Contract For Independent Contractor Services For State Fair Public Relations By C|3

- I. **Parties.** This Contract (“**Contract**”) is between the Oregon State Fair & Exposition Center (“**OSFEC**”) and C|3 (“**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 12/31/2020.
- 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 12/31/2020, Contractor requests Notice on or before 12/1/2020.
- 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 an amount not to exceed \$52,000.00 for completing all Services required under this Contract.
- 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**
- Michael Paluszak, CEO
Oregon State Fair & Exposition Center
2330 17th Street NE
Salem, OR 97301
(971) 701-6573
mpaluszak@oregonstatefair.org
- b. **Contractor’s Authorized Representative**
- Jenna Cooper
C|3
4006 NE 23rd
Portland, Oregon 97212
503-880-8881
jenna@c3-collective.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.

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.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (j) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice within two days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
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;

- 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.

2. SERVICES AND DELIVERABLES

2020 PUBLIC RELATIONS ACTION PLAN & DELIVERABLES

PUBLIC RELATIONS DUTIES

- Comprehensive PR plan focused on 2020 events, attractions, concerts, storylines
- Broad distribution to media in Portland, Eugene, Bend, Medford DMA's
- Tailored story pitching to selected news media
- Collaboration with the website, social media, and paid media efforts
- Coordination and management of live broadcasts on the grounds
- Coordination with and scheduling for official fair spokesperson
- Media relations support for early-season concerts announcements and kickoff event
- Media training for Fair staff spokesperson

SPOKESPERSON DUTIES

- News media spokesperson for television, radio and print—shared with Fair staff spokesperson; Director of Marketing and State Fair Programming

EARLY SEASON KICKOFF EVENT

- Similar in scope and purpose to the 2019 Flash Fair. Plans are subject to revision as event details and programming particulars develop.

GENERAL TIMELINE FOR 2020 PUBLIC RELATIONS ELEMENTS

• Public Relations

- Year-round
- Peak activity is May through September

• Spokesperson Duties

- Year-round

• Early Season Kickoff Event

- Just after the July 4th Holiday

3. COMPENSATION TO CONTRACTOR¹

• Public Relations/Media Training	\$33,000
• Spokesperson Duties	\$8,000
• Kickoff Event	<u>\$11,000</u>
• TOTAL NOT TO EXCEED CONTRACT AMOUNT	\$52,000

¹ OSFEC to pay C|3 on a 12-month payment schedule beginning 1/1/20 based on a mutually agreed spending plan.



Oregon State Fair Council Meeting – December 11, 2019

Agenda Item: VI.b.iv. [For Action]

Discussion and action regarding Contract with Amusement Consulting Services, Inc. for FunCard System & Software for 2020 State Fair



**Contract For Independent Contractor Services For
Fun Cards System & Software By Amusement Consulting Services, Inc.**

- I. **Parties.** This Contract (“Contract”) is between the Oregon State Fair & Exposition Center (“OSFEC”) and Amusement Consulting Services, Inc. (“Contractor” or “ACS”).
- 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 12/31/2020.
- Extension Terms.** This contract can be amended on an annual basis to include up to four (4) one-year extensions in accordance with Section III. below. The maximum term of the Contract may not exceed FIVE years. The contractor will be notified on or before December 1 of each year regarding such an amendment.
- 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.
- 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.** See EXHIBIT-B
- VII. **Basis of Payment.** OSFEC will pay Contractor all amounts due under this Contract by invoices in arrears. 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**
- Michael Paluszak, CEO
Oregon State Fair & Exposition Center
2330 17th Street NE
Salem, OR 97301
(971) 701-6573
mpaluszak@oregonstatefair.org
- b. **Contractor’s Authorized Representative**
- Amusement Consulting, Inc.
Rob Rhew
3407 SE 108th Avenue
Portland, OR 97266
971.219.0118
Funrob@aol.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
 Mike Paluszak, Director/CEO

Phone: 971.701.6563
Email: mpaluszak@oregonstatefair.org

Amusement Consulting, Inc.
 Rob Rhew
 ACS's Federal Tax. I.D. 91-1439635
 971.219.0118
 Funrob@aol.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.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (j) other events beyond the reasonable control of the party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice within two days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
13. **Termination.**
 - a) OSFEC may terminate this Contract without cause 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;

- 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.

2. PURPOSE AND SCOPE

- a. **Fun Cards System and Fun Cards Gate Software-** In consideration for payment and ACS of the Rental Price, ACS agrees to provide OSFEC with temporary use of the Fun Cards System configured to utilize the Fun Cards Gate Software to manage admissions to the Oregon State Fair. As used herein, and "admission" refers to an individual entry by an attendee to the Oregon State Fair. The parties acknowledge and agree that the Rental Price includes use of the hardware and other equipment for OSFEC to use the Fun Cards System and the Fun Cards Gate Software to manage admissions to the Oregon State Fair. The Parties acknowledge and agree that the Fun Cards System will be installed at a mutually agreed upon number of ticket outlets at the Oregon State Fair, with attendees purchasing admission to the Oregon State Fair at the ticket outlets.

3. SERVICES AND DELIVERABLES

- a. **Installation and Removal of the FunCards System-** One week before the start of an Oregon State Fair occurring during the Term of this Agreement, ACS agrees to install and configure the Fun Cards System and the Fun Cards Gate Software for OSFEC's use during the Oregon State Fair. ACS further agrees that it will remove the Fun Cards System and the Fun Cards Gate Software within three days of the conclusion of any such Oregon State Fair. OSFEC agrees that ACS may begin removal of the Fun Cards System and the FunCards Gate Software within three days of the conclusion of any such Oregon State Fair. OSFEC agrees that ACS may begin removal of the Fun Cards System and the Fun Cards Gate Software immediately upon the end (closing to the public) of any such Oregon State Fair. OSFEC agrees that it will not utilize, or permit others to utilize, the Fun Cards System or the Fun Cards Gate Software for other events or purposes, and OSFEC agrees that it will not sell loan, provide access to, or otherwise provide the Fun Cards System or the Fun Cards Gate Software to third parties. OSFEC agrees to be responsible for any loss or damage to the Fun Cards System, including corresponding hardware and other equipment installed by ACS, between installation and removal thereof by ACS.
- b. **FunCards System and Software Support-** ACS agrees to provide necessary support of the FunCards System and the FunCards Gate Software during the period in which the same are used to manage admissions to an Oregon State Fair occurring during the Term of this Agreement. ACS further agrees to provide reasonable training to OSFEC's representatives who will be using the FunCards Gate Software during an Oregon State Fair occurring during the Term of this Agreement.
- c. **High-Speed Internet-** OSFEC agrees to provide, at OSFEC's expense, high-speed internet access to each ticket outlet to be utilized with the FunCards Gate Software no less than two weeks before the start day of an Oregon State Fair occurring during the Term of this Agreement, and continuing through the end of any such Oregon State Fair. Failure to provide this high-speed internet to the ticket outlets by this date shall be considered a material breach of this Agreement. Should such a breach occur, ACS may have high-speed internet provided to the ticket outlets at OSFEC's expense, and ACS also shall have the right to terminate this Agreement and be relieved of ACS's obligations arising hereunder.

4. Key Person

ACS acknowledges and agrees that OSFEC selected ACS, and is entering into this Contract because of the special qualifications of ACS's key person. In particular, OSFEC through this Contract is engaging the expertise, experience, judgment, and personal attention of Rob Rhew (the "Key Person"). Neither ACS nor any Key Person of ACS shall delegate performance of Services any Key Person is required to perform under this Contract to others without first obtaining OSFEC's written consent. Further, ACS shall not, without first obtaining OSFEC's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide OSFEC with that Key Person's expertise, experience, judgment, and person attention. If ACS requests OSFEC to approve re-assignment or transfer of a Key Person, OSFEC shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual OSFEC approves as a replacement for the Key Person is deemed a Key person under this Contract.

5. Trademarks

As used herein, the term "FunCards" is intended to provide a reference to the system and software being rented by OSFEC, with this term not being required to be used as a trademark or brand of the system and software for this Agreement to still apply to the corresponding system and software. OSFEC agrees that FunCards is a trademark of ACS and that OSFEC will not make any use of FUNCARDS, FunCards, or variants thereof, as a trademark, without the prior written consent of ACS. Should any such use occur, OSFEC agrees that all rights to the mark, and the goodwill associated therewith, shall inure to the benefit of ACS and shall be assigned to ACS upon ACS's request.

6. COMPENSATION TO CONTRACTOR

- a. **Rental Price.** The Rental Price includes temporary use of the FunCards System and the FunCards Gate Software to manage admissions to an Oregon State Fair occurring during the Term of this Agreement. The Rental Price further includes installation and removal of the FunCards System and the FunCards Gate Software by ACS in connection with an Oregon State Fair occurring during the Term of this Agreement, as well as technical support of the FunCards System and the FunCards Software during any such Oregon State Fair.

- b. Per-Admission Calculation of Rental Price-** The Parties acknowledge and agree that the Rental Price for the FunCards System and the FunCards Gate Software is calculated based on the number of admissions (individual permitted entries, or attendances) to an Oregon State Fair occurring during the Term of this Agreement. The Rental Price for the 2019 to 2024 Oregon State Fair is \$.50 (fifty cent) for each paid admission, except Senior tickets which are \$.10 (ten cents) for each paid admission, and \$.10 (ten cents) for each non-paid admission. Examples of non-paid admissions include complimentary admissions, exhibitor admissions, and employee admissions.
- c. Payment of Rental Price-** Payment of Rental Price. OSFEC agrees to pay ACS the Rental Price in installments during any Oregon State Fair occurring during the Term of this Agreement. Specifically, after each four-day (4-day) period during which an Oregon State Fair is open to the public, OSFEC shall pay ACS the total unpaid portion of the cumulative Rental Fee to date. Within seven (7) days of an Oregon State Fair closing to the public, OSFEC shall pay ACS the total remaining unpaid portion of the cumulative Rental Fee for an Oregon State Fair.
- d. Non-Refundability of the Rental Price-** The Rental Price is non-refundable. Termination of this Agreement by either Party shall not relieve OSFEC of the obligation to timely pay ACS any unpaid portion of the cumulative Rental Fee for an Oregon State Fair.

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