



# Oregon State Fair Council Meeting Notice & Agenda

## Thursday, May 20 2021

By Zoom Meeting Only Due To COVID-19 Restrictions On Gatherings

Public Session Begins at 1:30 pm

Zoom Information For Public Session: <https://zoom.us/j/94893796911>

### **Council Members**

*Kevin Cameron, Chair*

*Vicki Berger, Vice Chair*

*Loyal Burns*

*Jon Chandler*

*Leah Hagele- Perkins*

*George Jennings*

*Dayna Jung*

*Austin McGuigan*

*Arnie Roblan*

*Craig Smith*

### **Advisory Members**

*Representative Paul Evans*

*Senator Bill Hansell*

*Salem City Manager Steve Powers*

### **Our Mission**

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

### **Our Vision**

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

### **Public Comments**

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

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



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## ***Agenda***

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

- I. **Call To Order**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **Approval of Minutes**
  - a. Council Meeting of April 22, 2021
- V. **Public Comment on Agenda Items**
- VI. **Council Chair's Report**
- VII. **CEO's Report**
- VIII. **Information Items**
  - a. **Fair Foundation Report** - Presented by Debbie McCune
  - b. **New Hire Introductions**
    - i. Charlene Ewing, Administrative Supervisor
    - ii. Michael Legorreta, Operations Supervisor
- IX. **Action Items**
  - a. **State Fair Council**
    - i. Financial Statement 1/1/2021-3/31/2021
  - b. **State Fair**
    - i. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Crowd Management and Guest Services by Starplex Corporation
  - c. **Expo Center**
  - d. **Committee Reports and Action Thereon**
    - i. Executive Committee
    - ii. Governmental Affairs Committee
    - iii. Nominating Committee
- X. **Public Comments on Non-Agenda Items**
- XI. **Council Members' Comments**
- XII. **Adjourn**



**Oregon State Fair Council Meeting – May 20, 2021**

Agenda Item: IV.a.[For Action]  
Council Meeting Minutes of April 22, 2021



## Minutes of the Oregon State Fair Council Regular Meeting

April 22, 2021

By Zoom Due to COVID-19 and Social Distancing requirements

Audio Recorded: Yes

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- I. Call to Order:** The meeting convened at 1:30 p.m. with Chair Kevin Cameron presiding.
- II. Roll Call:** The attendance, both in person and by phone, was recorded as shown below:
- | <b>Present:</b>                     | <b>Non-Present:</b>                       |
|-------------------------------------|---|
| Kevin Cameron, Chair                | Jon Chandler, Council Member              |
| Vicki Berger, Vice Chair            | George Jennings, Council Member           |
| Loyal Burns, Council Member         | Rep. Paul Evans, Advisory Council Member  |
| Dana Jung, Council Member           | Steve Powers, Advisory Council Member     |
| Leah Perkins-Hagele, Council Member | Sen. Bill Hansel, Advisory Council Member |
| Austin McGuigan, Council Member     |   |
| Craig Smith, Council Member         |   |
| Kim Grewe-Powell, Director/CEO      |   |
- III. Pledge of Allegiance:** The Pledge of Allegiance was made by all parties present.
- IV. Report Out Regarding Executive Session:** Executive Session Convene April 22, 2021. Terms of the contract for the new CEO were discussed. The terms of the agreement go through the end of this year (2021). The starting salary is \$135,000 starting May 1, 2021, with some options to increase the salary now until the end of the year, based on having a fair. At the end of the year, the council will renegotiate a longer-term with the Executive. Chair Cameron opened the floor for further comment by Executive Members. No further comment.
- V. Possible Public Comments and Action Regarding Employment of a Director/CEO:** Former Senator Roblan commented that he thinks that the Council is doing a great job hiring Kim Grewe-Powell.
- Council Member Smith reiterated that Interim CEO Kim Grewe-Powell has done a great job in being responsive to the areas crisis(s) and keeping things going. Although the contract is through December, it is the Council's intention for a more extended contract. It is just temporary until they get some things figured out. He made a motion to approve the contract as discussed at the Executive Session, which was outlined earlier (IV). Vice-Chair Berger seconded the motion. Chair Cameron asked if there was any discussion. He stated that this contract would increase her salary and change her from interim to the official CEO of the Oregon State Fair and Exposition Center. Motion passed unanimously.
- VI. Approval of Minutes:**
- a.** Council Meeting of March 10, 2020: Chair Cameron asked if there were any changes or corrections to the minutes presented for approval. Hearing none, a motion was made by Vice Chair Berger and seconded by Council Member Smith to approve the minutes as presented. The motion carried unanimously.
- VII. Public Comment on Agenda Items:** None
- VIII. Council Chair's Report:** Chair Cameron wanted to thank Council Member Chandler, and Vice-Chair Berger for working on the CEO's contract, as he has been occupied dealing with the county emergencies. We want to keep Jon and his family in our thoughts and prayers. CEO Kim Grewe-Powell and Chair Cameron did an interview and walked the grounds with a Statesman Journal Journalist and are awaiting the article in the paper. The journalist
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was doing a report on fairs in general; how they responded and utilization for Covid, and wild fires. Chair Cameron thanked CEO Kim Grewe-Powell for taking the time to do the interview with Statesman Journal.

Council Member Smith stated the article was in this morning paper, and OSFEC and other County Fairs were painted in a positive light.

- IX. CEO's Report:** The Oregon State Fair and Exposition Center is hiring for two new positions; an Administrative Supervisor and Operations Supervisor. They received several qualified applicants. CEO Kim Grewe-Powell's goal is to fill these positions by May 1st. The tree damage from the ice storm is almost cleaned up. The bonds have been sold, and the money has been released to DAS. The IGA is in the process of being reviewed. OSFEC is also waiting for a proposal for project direction from LRS Architects. Tom Wood will be the Project Manager representing OSFEC. CEO Kim Grewe-Powell has signed the audit engagement letter with Boldt Carlisle & Smith. OSFEC staff are in the process of gathering requested documents for the audit. CEO Kim Grewe-Powell is happy to announce that the Oregon State Fair Foundation will be utilizing the same marketing firm as OSF, Royle Media, for their marketing purposes. She thinks this will boost and streamline the Foundation's marketing efforts. Kim is very excited about the direction the Foundation will be going in expanding and promoting the business. As the ramp-up for the increased activity for Expo events and the Oregon State Fair starts to happen, Kim will bring back more staff. Kim and Wayne will return full-time beginning May 1st.
- X. Information Items:**
- a. State Fair Report:** The staff are hard at work planning for the Oregon State Fair under the approved Scenario B and awaiting more direction from the Governor's office. As of today, under the current high-risk category guidelines, they would only be allowed 15% of our occupancy for Fair. They are hopeful that Marion County will move to the low risk category by the end of summer allowing for a 50% occupancy. CEO Kim Grewe-Powell has met with Oregon State Police, Faulk and CMS for the fair-time needs. She is waiting for proposals from each of them. CEO Grewe-Powell has confirmed with Travel Salem that they hadn't heard anything different. Council Member Perkins-Hagele shared that she has sat in on some panels where the discussion is still at a stall about events being able to proceed. Chair Cameron shared that Marion County should be moving to the Extreme Category, according to the current guidelines and has been communicating with the state about guidelines and risk level requirements. Chair Cameron noted that there is discussion if the state considers the State Fair on the status of Marion County, and how does that effect the State Fair due to participants come from all over, and will that effect how they proceed.
- b. Expo Report:** The homeless shelter moved out at the end of March. The Pavilion was left in good condition. It was a pleasure to work with Church in the Park and the City of Salem to help the community. The first Expo event, the Junk Hunt, was a success. The promoter did an excellent job of ensuring all guidelines were safely followed. The Covid Vaccination Center has expanded to the Columbia Hall as of Tuesday. They have given 148,000 vaccinations thus far. Salem Health is hopeful to start giving out 5,000 shots per day next week. They tentatively project to be finished at this facility by the end of June - beginning of July. CEO Kim Grewe-Powell explained that people are calling to book the venue for their events. They are currently putting events on the Calendar as a courtesy hold, informing the client that the fair is in a holding pattern waiting for the guidelines to allow events. If their event falls under the retail guidelines, it is easier to have the event. Staff still wants to be very careful and taking it one step at a time so that clients and the Fair don't get in trouble. Council Member Perkins-Hagele said Washington County Fair Grounds is doing the same thing.

**XI. Action Items**

**a. State Fair Council**

- i. **Financial Statement 1/1/2021-2/28/2021:** CEO Kim Grewe-Powell stated the statements reflect the limited staffing and reduced Expo events due to Covid guidelines.

Chair Cameron asked if there were any questions to the Financial Statement as presented for approval. Hearing none, a motion was made by Council Member Perkins-Hagele and seconded by Vice-Chair Berger to approve the Financial Statements as presented. The motion carried unanimously.

- ii. **Discussion and Action regarding DAS Risk Management Updated Proposal IGA Presentation by Marie Hansen-Wargnier and Karl Anderson:** Marie Hanson-Wargnier and Karl Anderson of DAS attended the meeting to give a brief overview of the proposal, IGA and answer any questions the Council may have.

Ms. Hanson-Wargnier shared that she has been working OSFEC since the beginning of the Council. She provided documents for the Council's review, including an outline of the cost affiliated with the charges for this biennium.

Karl Anderson, a Fiscal Analyst for DAS Risk Management, attended the meeting to explain the increase in costs and how the number came to be. He shared that the price includes liability, property, and worker comp coverage for two years, 2021-2023, for \$235,727. He explained that DAS reviews all the exposure claims and information of all the state's agencies every two years through the allocation process. Mr. Anderson shared that the numbers are based on the Governor's requested budget, which is the budget that the Governor put together back in November and December of 2020. These figures could change for all of the agencies depending on the decisions that the legislature makes. Most of the \$235,727 are for liability coverage. The numbers increased considerably due to the number of claims the Fair had over the last four years. The next biennium 2023-2025, may have some relief due to 2020 Fair being closed down and having little to no claims.

Chair Cameron asked Mr. Anderson to verify that the coverage is for 2021-2023. Mr. Anderson did. Chair Cameron asked Mr. Anderson to verify that the 2019-2021 cost was \$145,200, this biennium is \$235,727, and that the insurance premium has more than doubled. Mr. Anderson verified that is correct.

Vice-Chair Berger asked Mr. Anderson to verify if DAS allocates premiums as a pool or specific to an agency, based on claims filed. She also stated that this is an enormous sum, especially since the Fair could not run in 2020. Mr. Anderson clarified that it is a pool. The overall liability cost for the State gets divided between all of the agencies, about 130 of them. When the allocation is done, they look at claim history for the prior four years. OSFEC had a more significant share of the claims paid, and that is why the price has gone up significantly. There was a loss of about \$180,000 in the last four years.

Vice-Chair Berger asked if it is standard practice to look at all agencies, for example, if they would do the same for the Parks Department, as she sits on the board for Parks. She wants to make sure that OSFEC isn't singled out. Mr. Anderson assured the Council that all agencies are priced in the same manner.

Council Member Smith asked if OSFEC has looked at other insurance agencies for quotes. CEO Grewe-Powell shared that she researched and checked into different avenues for insurance and with the former CEO and DAS. They have found that other insurance agencies are not writing new policies due to the pandemic or are quoting much higher than DAS Risk Management.

Chair Cameron stated that as OSFEC goes forward that safety is emphasized as staff comes back.

CEO Grewe-Powell and Ms. Hanson-Wargnier shared that at this meeting, no action needs to be taken. Action will need to be taken before July 1, 2021, to avoid a lapse in coverage. Ms. Hanson-Wargnier assured the Council that OSFEC is not treated any differently than another state agency. They take great care to make sure that does not happen.

**b. State Fair:**

- i. **Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Digital Outreach by Royal Media**
- ii. **Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Advertising & Consumer Outreach by Trooper, LLC**
- iii. **Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Sponsorship Recruitment and Sales by Green Cactus, LLC**

CEO Kim Grewe-Powell shared that she asked each contractor to tighten their budgets due to Covid, and having a smaller overall budget. Royal Media is giving OSF over \$20,000 of added value. Their 2021 contract is \$157,100 with a \$10,000 contingency in comparison to their approved 2020 contact of \$171,000. Trooper gave a 7.85% discount for their 2021 contract in the amount of \$390,700 with a \$12,000 contingency. Green Cactus has shared that their overall sponsorships will go down for 2021 due to Covid, their projections are \$150,000 in comparison \$348,000 in 2019. Each one of these contractors have worked outside of not having a contract for months. Each contract has the Force Majeure clause approved by legal last year.

Council Member Smith moved to accept all three contracts as presented. Council Member Burns seconded the motion. Motion passes unanimously.

**Expo Center:** None

**c. Committee Reports and Action Thereon**

- i. Executive Committee: None
- ii. Governmental Affairs Committee: None
- iii. Nominating Committee: Applications are waiting on Governor's desk for approval.

**XII. Public Comments on Non-Agenda items:** None

**XIII. Council Members' Comments:** Council Member Smith asked if there are any updates on the scheduling of concerts. CEO Kim Grewe-Powell said they are in a holding pattern until there are more answers toward the guidelines, then Eric Marcuse will start the negotiations. Council Member Perkins-Hagele asked if the drop date has changed. The end of May is what they are aiming for. Council Member Jung requested that CEO Grewe-Powell be inclusive in marketing hiring, especially in today's climate.

Next meeting May 20, 2021.

**XIV. Adjourn:** There being no further business the meeting was adjourned at 2:15 pm

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**Meeting Materials:**

Agenda

Council Meeting Minutes March 10, 2021

Financial Statement 1/1/2021-2/28/2021

DAS IGA

Memorandum Oregon State Fair Council State Self-Insurance Proposal

Contract for Independent Contractor Services for 2021 Oregon State Fair Digital Outreach by Royal Media

Contract for Independent Contractor Services for 2021 Oregon State Fair Advertising & Consumer Outreach by Trooper, LLC

Contract for Independent Contractor Services for 2021 Oregon State Fair Sponsorship Recruitment and Sales by Green Cactus, LLC



**Oregon State Fair Council Meeting – May 20, 2021**

Agenda Item: IX.a.i.[For Action]  
Financial Statement 1/1/2021-3/31/2021

**Oregon State Fair Council**  
**Balance Sheet**  
As of April 30, 2021

	<u>Apr 30, 21</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10000 · Maps Checking Account	4,586.21
10100 · Maps Savings Account	5,025.45
10120 · USB - Operating Acct - 5013	106,822.60
10121 · USB - Payroll Acct - 3265	4,307.88
10125 · USB - Mrchnt Pre-Sales - 2438	6,263.75
10127 · USB - Fair Admission -5088	6,251.11
10128 · USB - Office Expo - 5104	5,795.56
10129 · USB - Show Works - 5120	1,814.16
10130 · USB - Camp Ground - 5138	1,151.18
10131 · USB - Office FAIR - 5112	574.03
10150 · Petty Cash Box - Fair	270.90
10200 · State Treasury Fund Account	3,739,919.73
<b>Total Checking/Savings</b>	<u>3,882,782.56</u>
<b>Accounts Receivable</b>	
11000 · Accounts Receivable	104,827.00
<b>Total Accounts Receivable</b>	<u>104,827.00</u>
<b>Other Current Assets</b>	
12005 · Prepaid FCC 10 Yr License	1,715.00
12030 · Prepaid FSA Funding	341.20
13000 · Prepaid Contracts	3,424.10
<b>Total Other Current Assets</b>	<u>5,480.30</u>
<b>Total Current Assets</b>	<u>3,993,089.86</u>
<b>Other Assets</b>	
19000 · Capital Investments- SF Council	1,703,685.64
<b>Total Other Assets</b>	<u>1,703,685.64</u>
<b>TOTAL ASSETS</b>	<u><u><b>5,696,775.50</b></u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	49,108.27
<b>Total Accounts Payable</b>	<u>49,108.27</u>
<b>Credit Cards</b>	
20025 · US Bank Credit Card - Wayne	103.75
<b>Total Credit Cards</b>	<u>103.75</u>
<b>Other Current Liabilities</b>	
20100 · Deferred Rent Income - MCFair	298,000.00
20200 · Deferred Income - Fair	258,190.50

**Oregon State Fair Council**  
**Balance Sheet**  
As of April 30, 2021

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	<u>Apr 30, 21</u>
20515 · Deferred Income - Expo	7,800.00
24000 · Payroll Liabilities	10,546.70
<b>Total Other Current Liabilities</b>	<u>574,537.20</u>
<b>Total Current Liabilities</b>	<u>623,749.22</u>
<b>Total Liabilities</b>	623,749.22
<b>Equity</b>	
25000 · State Parks Opening Bal	3,014,804.40
25020 · State Biennium Fund 2015-2017	1,015,299.00
32000 · Retained Earnings	1,540,221.26
32001 · Ret Earn - Facility Assess Cost	-254,738.00
32050 · Restricted Net Posititon	7,929.02
Net Income	<u>-250,489.40</u>
<b>Total Equity</b>	<u>5,073,026.28</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u><b>5,696,775.50</b></u></u>

Oregon State Fair Council  
**Profit & Loss - Total**  
January through April 2021

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	<u>Jan - Apr 21</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Administration Revenue	8,623.44
Operations Revenue	15,792.00
Expo Center Revenue	186,535.00
<b>Total Income</b>	<u>210,950.44</u>
<b>Gross Profit</b>	210,950.44
<b>Expense</b>	
Salaries & Wages - Permanent	71,568.27
Contracted Labor - PT/Snl/Temp	4,601.99
Employee Benefits - ER Exp	13,954.87
Payroll Tax - Employer's Share	6,357.06
Professional Services Exp.	42,327.73
Travel/Training/Relocation - EE	422.19
Supplies & Expenses	8,506.08
Dues and Subscriptions	2,695.00
Insurance	46,329.50
Utilities-Elec, Gas, Water, Trash	145,144.72
Maint. and Repairs of Equipment	1,191.41
Maint. of Buildings and Grounds	101,239.09
Marketing Expenses	3,905.17
Vehicle Expenses	2,351.41
Bank Fees	5,719.99
Equipment Purchase <\$5k	569.00
Permits, Licenses	597.12
State Fair Marketing Expenses	1,288.45
State Fair Operations Expenses	1.65
State Fair Exhibits Expenses	220.74
Charitable Contributions	618.40
<b>Total Expense</b>	<u>459,609.84</u>
<b>Net Ordinary Income</b>	-248,659.40

05/12/21  
Accrual Basis

Oregon State Fair Council  
**Profit & Loss - Total**  
January through April 2021

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	<u>Jan - Apr 21</u>
Other Income/Expense	
Other Expense	
Special Projects Expense	1,170.00
90700 · Bond Project Exp	660.00
Total Other Expense	<u>1,830.00</u>
Net Other Income	<u>-1,830.00</u>
Net Income	<u><u>-250,489.40</u></u>

05/12/21  
 Accrual Basis

**Oregon State Fair Council**  
**Profit & Loss by Class - Exclude NonCash**  
 January through April 2021

	Admin	Operations	Expo	Fair	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Administration Revenue	8,623.44	0.00	0.00	0.00	8,623.44
Expo Center Revenue	0.00	0.00	186,535.00	0.00	186,535.00
<b>Total Income</b>	8,623.44	0.00	186,535.00	0.00	195,158.44
<b>Gross Profit</b>	8,623.44	0.00	186,535.00	0.00	195,158.44
<b>Expense</b>					
Salaries & Wages - Permanent	67,056.87	4,511.40	0.00	0.00	71,568.27
Contracted Labor - PT/Snl/Te...	0.00	0.00	4,601.99	0.00	4,601.99
Employee Benefits - ER Exp	9,861.86	818.49	1,637.26	1,637.26	13,954.87
Payroll Tax - Employer's Share	5,745.24	611.82	0.00	0.00	6,357.06
Professional Services Exp.	12,250.77	29,823.46	0.00	253.50	42,327.73
Travel/Training/Relocation - ...	422.19	0.00	0.00	0.00	422.19
Supplies & Expenses	1,616.64	6,889.44	0.00	0.00	8,506.08
Dues and Subscriptions	1,695.00	0.00	0.00	1,000.00	2,695.00
Insurance	11,882.51	6,889.51	13,779.24	13,778.24	46,329.50
Utilities-Elec,Gas,Water, Trash	0.00	145,144.72	0.00	0.00	145,144.72
Maint. and Repairs of Equip...	0.00	1,191.41	0.00	0.00	1,191.41
Maint. of Buildings and Grou...	0.00	85,447.09	0.00	0.00	85,447.09
Marketing Expenses	40.25	0.00	3,032.42	832.50	3,905.17
Vehicle Expenses	0.00	2,351.41	0.00	0.00	2,351.41
Bank Fees	3,401.66	0.00	827.06	1,491.27	5,719.99
Equipment Purchase <\$5k	0.00	569.00	0.00	0.00	569.00
Permits, Licenses	400.00	197.12	0.00	0.00	597.12
State Fair Marketing Expenses	0.00	0.00	0.00	1,288.45	1,288.45
State Fair Operations Expen...	0.00	0.00	0.00	1.65	1.65
State Fair Exhibits Expenses	0.00	0.00	0.00	220.74	220.74
Charitable Contributions	618.40	0.00	0.00	0.00	618.40
<b>Total Expense</b>	114,991.39	284,444.87	23,877.97	20,503.61	443,817.84
<b>Net Ordinary Income</b>	-106,367.95	-284,444.87	162,657.03	-20,503.61	-248,659.40

05/12/21  
Accrual Basis

**Oregon State Fair Council**  
**Profit & Loss by Class - Exclude NonCash**  
January through April 2021

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	<u>Admin</u>	<u>Operations</u>	<u>Expo</u>	<u>Fair</u>	<u>TOTAL</u>
<b>Other Income/Expense</b>					
<b>Other Expense</b>					
<b>Special Projects Expense</b>	0.00	1,170.00	0.00	0.00	1,170.00
<b>90700 · Bond Project Exp</b>	0.00	660.00	0.00	0.00	660.00
<b>Total Other Expense</b>	0.00	1,830.00	0.00	0.00	1,830.00
<b>Net Other Income</b>	0.00	-1,830.00	0.00	0.00	-1,830.00
<b>Net Income</b>	<b><u>-106,367.95</u></b>	<b><u>-286,274.87</u></b>	<b><u>162,657.03</u></b>	<b><u>-20,503.61</u></b>	<b><u>-250,489.40</u></b>

05/12/21  
Accrual Basis

**Oregon State Fair Council**  
**Profit & Loss by Class - NonCash Trade Only**  
January through April 2021

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	<u>NonCash-Trade</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Operations Revenue</b>	15,792.00	15,792.00
<b>Total Income</b>	15,792.00	15,792.00
<b>Gross Profit</b>	15,792.00	15,792.00
<b>Expense</b>		
<b>Maint. of Buildings and Gro...</b>	15,792.00	15,792.00
<b>Total Expense</b>	15,792.00	15,792.00
<b>Net Ordinary Income</b>	0.00	0.00
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>



**Oregon State Fair Council Meeting – May 20, 2021**

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

Discussion and action regarding Contract for Independent Contractor Services for 2021  
Oregon State Fair Crowd Management and Guest Services by Starplex Corporation



**Contract for Independent Contractor Services For  
Contract for Crowd Management and Guest Services – 2021 Oregon State Fair By STARPLEX  
Corporation**

- I. **Parties.** This Contract (“**Contract**”) is between the Oregon State Fair & Exposition Center (“**OSFEC**”) and STARPLEX Corporation (“**Contractor**”).
- II. **Contract Period.** This Contract is effective upon execution by all parties. Unless extended or terminated earlier in accordance with its terms, this Contract terminates on 12/31/2021.
- 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 12/31/2021, Contractor requests Notice on or before 11/30/2021.
- 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.** The service costs for this Contract shall not exceed \$157,189.32 without the written approval of OSFEC or its designated Representative. **See EXHIBIT C- CONTRACTOR SERVICES.**
- VII. **Basis of Payment.** OSFEC will pay Contractor all amounts due under this Contract by monthly invoices in arrears. Invoices shall indicate hours worked per day and a general statement per day of activities associated with the Services under this Contract. The Parties shall send the invoices and payments to the respective address listed in Section IX. Contractor shall submit to OSFEC Contractor’s W-9 with this Contract. Failure of the Contractor to submit a valid W-9 will result in delayed contracting and/or payment.
- VIII. **General Payment Provisions.** OSFEC shall not pay for any Services performed before the effective date or after the termination date of this Contract unless mutually agreed upon in writing.
- IX. **Notices.** Except as otherwise expressly provided in the Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, to the Contractor’s Authorized Representative or OSFEC’s Authorized Representative at the address, email address, or fax number set forth below.
- a. **OSFEC Authorized Representative**
- Kim Grewe-Powell, CEO  
Oregon State Fair & Exposition Center  
2330 17<sup>th</sup> Street NE  
Salem, OR 97301  
(971) 701-6573  
[Kgrewe-powell@oregonstatefair.org](mailto:Kgrewe-powell@oregonstatefair.org)
- b. **Contractor’s Authorized Representative**
- Randy Scott  
STARPLEX Corporation  
12722 NE Airport Way  
Portland, OR 97230  
503-222-5957  
rscott@cmsprotectsfun.com
- X. **Compliance with Applicable Laws.** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor’s obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.
- XI. **Contractor Code of Business Ethics and Conduct (“Code”).** The Contractor will be required to read, understand and comply with Code in accordance with the terms and conditions of this Contract. The Code is included in the body of this Contract following

the Additional Terms and Conditions.

- XII. **Merger Clause.** The Contract and attached exhibit(s) constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract.
- XIII. **Additional Terms and Conditions.** The Additional Terms and Conditions for this Contract are contained on the pages following the signature page of this Contract.
- XIV. **Contractor Certification.** CONTRACTOR BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- XV. In witness whereof, the Parties hereto have made, executed, and delivered the Contract as the last date each signatory below has signed the Contract.

**Oregon State Fair & Exposition Center**  
Kim Grewe-Powell

Phone: 971-701-6573  
Email: kgrewe-powell@oregonstatefair.org

**STARPLEX Corporation**  
Randy Scott

503-222-5957  
rscott@cmsprotectsfun.com

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**Authorized Signature**

**Date**

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**Authorized Signature**

**Date**

## ADDITIONAL TERMS and CONDITIONS

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

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

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

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

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

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

**13. Termination.**

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

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

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

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

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

# OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

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

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

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

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

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

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

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

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

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

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

## EXHIBIT A - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**The certificate must:**

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

## EXHIBIT B – CONTRACTOR SERVICES

### **CRIMINAL HISTORY CLEARANCE- (Required of All Contracts)**

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

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

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

## **1.0 GENERAL REQUIREMENTS**

### **1.1 DPSST Compliance**

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

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

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

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

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

### **1.3 Transportation of Contractor's Personnel**

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

### **1.4 Scheduling of Contractor's Personnel**

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

### **1.5 Uniforms and Appearance**

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

## 1.6 Equipment and Supplies

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

## 2.0 PERSONNEL TO BE PROVIDED

### 2.1 Categories

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

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

### 2.2 Minimum Physical Capabilities

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

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

### 2.3 Minimum Training Requirements

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

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

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

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

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

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

### 3.0 SERVICES TO BE PROVIDED

#### 3.1 General Service Expectations

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

#### 3.2 Services for the Annual State Fair

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

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

- a) **Level 1 Services:** Unless otherwise requested by OSF, Contractor shall provide Level 1 Personnel to provide the following services:
  - Ticket Takers,
  - Roamers on grounds,
  - General crowd management
- b) **Level 2 Services:** Unless otherwise requested by OSF, Contractor shall provide Level 2 Personnel to provide the following services:
  - Public safety inspections at gates, entrances, checkpoints,
  - Parking and traffic control
  - Vehicle escorts inside the fenced areas of the State Fairgrounds
  - Lights monitoring
  - Night watch duties
- c) **Level 3 Services:** Contractor shall provide Level 3 Personnel to provide the following services:
  - Beverage inspection on grounds, at concerts and special events
- d) **Level 4 Services:** Contractor shall provide Level 4 Personnel to provide the following services:
  - Any position requiring lead worker responsibilities on a recurring basis, including but not limited to: orienting new employees; assigning and reassigning tasks to accomplish prescribed work efficiently; giving direction to workers concerning work procedures; transmitting established standards of performance to workers; reviewing work of employees for conformance to standards; and providing informal assessment of workers' performance to the supervisor.
  - Office duties and responsibilities
  - Dispatch duties and responsibilities
- e) **Level 5 Services:** Contractor shall provide Level 5 Personnel to meet the following requirements:
  - Contractor shall designate two On-Site Representatives—one AM shift Supervisor and one PM shift Supervisor—that satisfy the requirements of section 1.2 above.
  - Contractor shall provide an adequate number of Supervisory Managers to supervise Level 1 Personnel in accordance with the requirements of OAR 259-060-0015 pertaining to supervision of uncertified personnel providing crowd management services.

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

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

Pavilion who is fluent in Spanish.

- 3.3.3 Security Office.** Contractor shall provide 24-hour staffing in the Security Office beginning the Friday before the State Fair through Labor Day to answer telephones, manage lost and found functions, and support other administrative needs.
- 3.3.4 Dispatch.** Contractor shall provide trained individuals to provide dispatch services within the Oregon State Police fairgrounds dispatch center during Fair hours and in the Security Office after Fair hours.
- 3.3.5 Radios.** Contractor shall provide equipment for two-way radio communications including a base station, repeater, and hand-held radios. Communications equipment must be sufficient to provide effective communication with Contractor's on-duty personnel and be compatible with OSFEC's communication system.
- 3.3.6 Security for Concerts/Events.** Contractor shall provide personnel at the L. B. Day Amphitheatre and Pavilion when events are scheduled to provide security and crowd control services, including but not limited to the following: security at entrances/exits, taking tickets, locating seats, beverage inspection. Contractor's security personnel assigned to concert or special event security shall be trained and experienced in concert-type security and crowd management. At least one personnel must be a supervisor.
- 3.3.7 Daily Meetings.** Contractor's Representative shall meet with OSF's Authorized Representative or designee daily during the Annual State Fair to discuss security issues, staffing levels and schedules. Contractor shall adjust (increase and or decrease) staffing levels and schedules when authorized by OSF's Authorized Representative or designee.

## **4.0 WARRANTIES**

### **4.1 Sufficient Resources**

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

### **4.2 State Fairgrounds Access**

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

## **5.0 SPECIAL PROVISIONS**

### **5.1 Contractor Reporting Requirements**

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

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

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

### **5.3 Alternate Service Providers**

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

