



Oregon State Fair Council Meeting Notice & Agenda

Thursday, June 17, 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/99884262758>

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. **Presentations**
- V. **Approval of Minutes**
 - a. Council Meeting of May 20, 2021
- VI. **Public Comment on Agenda Items**
- VII. **Council Chair's Report**
- VIII. **CEO's Report**
- IX. **Information Items**
 - a. **Fair Foundation Report**- Presented by Debbie McCune
 - b. **New Hire Introductions**
 - i. Mindy McCool, Marketing Manager
- X. **Action Items**
 - a. **State Fair Council**
 - i. Financial Statement 1/1/2021-4/30/2021
 - ii. Discussion and Action Regarding Fair Budget Contingency Fund
 - iii. Discussion and Action regarding DAS Risk Management Updated Proposed IGA
 - b. **State Fair**
 - i. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Fun Cards System & Software by Amusement Consulting Services, Inc
 - ii. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Emergency Medical and Related Services by Falck Northwest Corp
 - iii. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Decor by Eye Beam
 - iv. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Security by Oregon State Police
- XI. **Report Out Regarding Executive Meeting**
 - a. **Expo Center**
 - b. **Committee Reports and Action Thereon**
 - i. Executive Committee
 - ii. Governmental Affairs Committee
 - iii. Nominating Committee
- XII. **Public Comments on Non-Agenda Items**
- XIII. **Council Members' Comments**
- XIV. **Adjourn**



Oregon State Fair Council Meeting – June 17, 2021
Agenda Item: V.a. [For Action] Council Meeting Minutes of May 20, 2021



Minutes of the Oregon State Fair Council Regular Meeting

May 20, 2021

By Zoom Due to COVID-19 and Social Distancing requirements

Audio Recorded: Yes

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

Present:	Non-Present:
Vicki Berger, Vice Chair	Kevin Cameron, Chair
Loyal Burns, Council Member	Jon Chandler, Council Member
George Jennings, Council Member	Dana Jung, Council Member
Leah Perkins-Hagele, Council Member	Austin McGuigan, Council Member
Arnie Roblan, Council Member	Rep. Paul Evans, Advisory Council Member
Craig Smith, Council Member	Sen. Bill Hansel, Advisory Council Member
Kim Grewe-Powell, Director/CEO	Steve Powers, Advisory Council Member
 - III. **Pledge of Allegiance:** The Pledge of Allegiance was made by all parties present.
 - IV. **Approval of Minutes:**
 - a. Council Meeting of April 22, 2020: Vice-Chair Berger asked if there were any changes or corrections to the minutes presented for approval. Hearing none, a motion was made by Council Member Smith and seconded by Council Member Roblan to approve the minutes as presented. The motion carried unanimously.
 - V. **Public Comment on Agenda Items:** None
 - VI. **Council Chair's Report:** Vice-Chair Berger reported that Chair Cameron had other obligations with Marion County that prevented him from attending this meeting. Vice-Chair Berger presided in his place.
 - VII. **CEO's Report:** OSFEC team has continued to plan the Oregon State Fair under the approved Scenario B budget and State of Oregon Covid Guidelines. Loyal Burns has been instrumental in helping the team to plan the revised Livestock areas. CEO Grewe-Powell thanked Council Member Burns for his insight and time. Past Livestock management, Jeff Trejo and Ellen Hannan will be organizing the Agricultural Department for 2021 to help transition to new leadership for 2022. OSFEC has adopted checking all employees' and visitors' vaccination cards if they choose not to wear masks. All OSFEC employees must wear masks inside or around the mass Covid Vaccination Center regardless of their vaccination status. The mass Covid Vaccination Center will scale back and only utilize Cascade Hall starting next Tuesday. Salem Health expects to be on-site through June, making available the grounds to Marion County Fair. Tom Wood and CEO Grewe-Powell have a meeting set with DAS regarding the Bond money and IGA on June 3.
 - VIII. **Information Items:**
 - a. **Fair Foundation Report:** Debbie McCune reported that the Fair Foundation has hired Royle Media as their marketing agency. Royle Media is updating the Fair Foundation's website and engaging more on social media. The Foundation is promoting its new event, "Celebrate Oregon Harvest," for August 27, 2021, the opening night of the State Fair. It will take the place of Pairings. They have partnered with Fred Meyers and Safeway. Including Wine Competitions and music. They are recruiting Fair Foundation Members. Recent new members include Tammy Denny and Kara Campuzano.
-

b. New Hire Introductions:

- i. Charlene Ewing, as the Administrative Supervisor, oversees administrative and financial functions, including office management, accounting, budgeting, HR, and specific State fair activities.
- ii. Mike Legorreta started as the Operation Supervisor on May 12. Mike is responsible for managing OSFEC's day-to-day operations, including maintenance of the facility and equipment. He will also oversee the operations activities for the Fair.

IX. Action Items

a. State Fair Council:

- i. **Financial Statement 1/1/2021-3/31/2021:** Vice-Chair Berger reminded the council that while the statements look bleak, they are better than expected due to Covid and having minimal expo events. She asked CEO Grewe-Powell if there is a public interest in having events. CEO Grewe-Powell stated that it is confusing in the event world right now with the State Guidelines. There are some events on the calendar, and hopefully, once the State opens up, people will be more encouraged to have their events once the guidelines loosen.

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

b. State Fair:

- i. **Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Crowd Management and Guest Service by Starplex Corporation:**

The contract amount is comparable to 2019. \$157,189.32 vs the 2019 contract amount of \$158,173.11. The Scenario B budget should cover this amount, but we may need to augment it to some degree. It is a little challenging as the security amounts are absorbed into several different departments. The Public Safety Coordinator and Starplex agree that OSF will need the same amount of security no matter what the attendance.

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

c. Expo Center: None

d. Committee Reports and Action Thereon:

- i. Executive Committee: None
- ii. Governmental Affairs Committee: None
- iii. Nominating Committee:
The Governor's office has appointed:
 - Chair Cameron through December 31, 2023
 - Arnie Roblan through December 31, 2024
 - Austin McGuigan through December 31, 2024
 - Jon Chandler through December 31, 2024

X. Public Comments on Non-Agenda Items: None

XI. Council Members' Comments: Vice-Chair Berger expressed on the council's behalf that Jon Chandler and his family are in their thoughts and prayers.

Vice-Chair Berger asked about surrounding event centers that are planning events in the early summer and what does this say for OSF and August?

CEO Grewe-Powell shared that during the Oregon Fairs Association Meeting that many Fairs are moving forward she asked Eric Marcuse to speak.

Eric Marcuse said that around the Fair circuit, things are looking encouraging, and there are strong indicators that it will be a good year for OSF.

Council Member Smith asked if OSFEC has kept contact with event producers who have had their events at OSFEC in the past. CEO Grewe-Powell said they have kept in touch with event producers and hoping that after a few events and the guidelines lessen, they will be encouraged to come back. Council Member Hagel-Perkins shared that Washington County is going through the same as OSF in balancing the guidelines and allowing events to happen.

Next meeting June 17, 2021, CEO Grewe-Powell may call an executive session before the next meeting to address some contracts that will need a vote at the June 17 meeting.

XII. Adjourn: There being no further business, the meeting was adjourned at 2:03 pm

Meeting Materials:

Agenda

Council Meeting Minutes April 22, 2021

Financial Statement 1/1/2021-4/30/2021

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



Oregon State Fair Council Meeting – June 17, 2021
Agenda Item: X.a.i. [For Action] Financial Statement 1/1/2021-4/30/2021

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

	Apr 30, 21
ASSETS	
Current Assets	
Checking/Savings	
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
Total Checking/Savings	3,882,782.56
Accounts Receivable	
11000 · Accounts Receivable	104,827.00
Total Accounts Receivable	104,827.00
Other Current Assets	
12005 · Prepaid FCC 10 Yr License	1,715.00
12030 · Prepaid FSA Funding	341.20
13000 · Prepaid Contracts	3,424.10
Total Other Current Assets	5,480.30
Total Current Assets	3,993,089.86
Other Assets	
19000 · Capital Investments- SF Council	1,703,685.64
Total Other Assets	1,703,685.64
TOTAL ASSETS	5,696,775.50
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	49,108.27
Total Accounts Payable	49,108.27
Credit Cards	
20025 · US Bank Credit Card - Wayne	103.75
Total Credit Cards	103.75
Other Current Liabilities	
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

	<u>Apr 30, 21</u>
20515 · Deferred Income - Expo	7,800.00
24000 · Payroll Liabilities	10,546.70
Total Other Current Liabilities	<u>574,537.20</u>
Total Current Liabilities	<u>623,749.22</u>
Total Liabilities	623,749.22
Equity	
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	-250,489.40
Total Equity	<u>5,073,026.28</u>
TOTAL LIABILITIES & EQUITY	<u><u>5,696,775.50</u></u>

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

	<u>Jan - Apr 21</u>
Ordinary Income/Expense	
Income	
Administration Revenue	8,623.44
Operations Revenue	15,792.00
Expo Center Revenue	186,535.00
Total Income	<u>210,950.44</u>
Gross Profit	210,950.44
Expense	
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
Total Expense	<u>459,609.84</u>
Net Ordinary Income	-248,659.40

05/12/21
Accrual Basis

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

	<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
Ordinary Income/Expense					
Income					
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
Total Income	8,623.44	0.00	186,535.00	0.00	195,158.44
Gross Profit	8,623.44	0.00	186,535.00	0.00	195,158.44
Expense					
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
Total Expense	114,991.39	284,444.87	23,877.97	20,503.61	443,817.84
Net Ordinary Income	-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

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

05/12/21
Accrual Basis

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

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



Oregon State Fair Council Meeting – June 17, 2021

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

Discussion and Action regarding DAS Risk Management Updated Proposed IGA



Oregon

Kate Brown, Governor

Department of Administrative Services

Enterprise Goods & Services - Risk Management

P.O. Box 12009

Salem, Oregon 97309-0009

PHONE: 503-373-7475

FAX: 503-373-7337

**MEMORANDUM ---
DRAFT FOR DISCUSSION
MARIE/KARL/SHELLY**

To: Kim Grewe-Powell
From: Marie Hansen-Wargnier
Date: April 8, 2021
Subject: Oregon State Fair Council (OSFC) State Self-Insurance Proposal

DAS Risk Management (DAS RM) created this state of Oregon Self-Insurance pool proposal for the 2021-2023 biennium at the request of Kim Grewe-Powell, the Director of the OSFC.

At this point in the budgeting process, the OSFC biennial risk charge for the state's entire insurance program for 2021-2023 would be \$235,727. This charge includes the following:

- \$211,954 for automobile and general liability coverage,
- \$8,170 for automobile and general property coverage, and
- \$15,603 for workers' compensation coverage.

The current 21-23 Risk Charge total biennial cost within the Governor's Request Budget (GRB) is about \$132.6M. Your costs are based on this amount and the allocation methodology used to distribute the state's total cost of risk to state agencies. Please note the total risk allocation is determined and approved by the Oregon Legislature. The final amount has yet to be determined. All agencies are awaiting the Legislature's decision at this point as the GRB risk charge amounts have been determined, but there is uncertainty whether they will change, and if so, by how much.

Your charge of \$235,727 is driven by methodology regarding how much total risk cost to allocate to state agencies. The charge methodology includes the OSFE's claims data from between 2015 and 2019 and current exposure for OSFC. This includes:

- \$2,791 for auto liability, driven by 3 claims, with fortunately no claim losses
- \$199,781 for general liability, driven by 12 claims and losses of \$183,444
- \$9,382 for administrative support of liability risks, driven by claims and 3 FTEs
- \$0 for auto property, driven by no claims or exposure
- \$530 for general property, driven by \$4 million of property value
- \$6,838 for commercial property insurance, driven by commercial insurance cost increases
- \$802 for administrative support of property risks, driven mainly by property values
- \$14,972 for workers' compensation costs, driven mainly by 3 claims totaling \$18,785
- \$631 for administrative support of workers' compensation, driven by claims and FTEs

The total is significantly higher than the OSFC costs for the 2019-2021 biennium of \$100,452. The increase primarily due to the (1) state's overall cost of risk increasing materially, and (2) significant and increasing OSFC claim experience for general liability in the 2015-2019 allocation time frame. DAS RM can provide further information on the method and data used to allocate risk charges, upon request.

DAS RM encourages OSFC to explore outside commercial coverage options before the biennial renewal. DAS RM would be happy to provide a loss run for that purpose if requested.

Again, the proposed \$235,727 cannot be considered final until the Legislature approves a final charges and agency allocation for 2021-2023. DAS RM stands ready to discuss any questions OSFC has concerning this proposal.

This proposal is separate from the DAS Enterprise Asset Management/OSFC agreement involving OSFC's leasing of DAS-owned buildings. That agreement requires OSFC procure/pay property insurance coverage on the leased buildings. DAS RM's only involvement with this issue is to the point the property insurance coverage cost is determined.

At this point in the budgeting process, the OSFC biennial property coverage cost on the leased buildings for 2021-2023 would be \$150,560. DAS RM determined the OSFC-leased buildings represent about 8.2 percent of the value of all DAS-owned building and apportioned 8.2% of DAS's total property cost.

Again, the \$150,560 is based on the GRB, and could change when the legislature approves a final amount. This amount would not be part of the formal DAS RM risk charges sent to OSFE to pay. Instead it would become a part of the lease agreement and related invoices and payments between OSFC and DAS EAM.

**State of Oregon Department of Administrative Services Intergovernmental Agreement
No. 2021-01**

Created 3/20/21

I. PARTIES

This Intergovernmental Agreement (IGA) is between the State of Oregon, acting by and through the Department of Administrative Services, Risk Management (DAS RM) and Oregon State Fair Council (OSFC) and are collectively referred to as the Parties.

Unless otherwise stated, the designees named below shall be the contact for all activities relating to the work and services to be performed under this IGA.

DAS RM Designee: Risk Manager	OSFC Designee: State Fair Manager
Name: Shelly Hoffman	Name: Kim Grewe-Powell
Address: DAS Risk Management PO Box 12009	Address: Oregon State Fair 2330 17 th St NE
City, State, Zip code: Salem, OR 97309	City, State, Zip code: Salem, OR 97303
Phone: 503-373-1585	Phone: 971-701-6563
Fax: 503-373-7337	Fax:
Email: shelly.hoffman@oregon.gov	Email: kgrewe-powell@oregonstatefair.org

II. BACKGROUND

OSFC is an independent public corporation formed under the authority of ORS 565.451 to 565.580 with a statewide mission and purpose. The OSFC is a governmental entity performing governmental functions and exercising governmental powers. The mission and purpose of the OSFC are to conduct a state fair for the education and entertainment of Oregon residents which promotes, preserves, grows and fosters prosperity of industries typically represented at state fair activities and promote Oregon tourism by using fairground premises and properties to encourage Oregon residents to participate in or attend the state fair. See ORS 565.451 to 565.580.

III. PURPOSE of AGREEMENT

OSFC and DAS RM agree that DAS RM will provide insurance services and coverage to the OSFC in consideration of the following terms and conditions.

IV. TERM of COVERAGE

This IGA shall be in effect from July 1, 2021 through June 30, 2023, is renewable by mutual agreement, and only in biennial increments.

V. AUTHORITY

By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into an agreement with units of local government or other state agencies for the performance of any or all functions and activities the parties to the agreement, its officers or agents have the authority to perform.

The State of Oregon is insured through a combination of self-insurance and commercially purchased insurance products. DAS RM directs and manages the state's risk

management, self-insurance and commercial insurance programs for liability, property, and worker's compensation under the authority granted in ORS 278. DAS RM manages the Self-Insurance Fund established under ORS 278.425 from which DAS RM pays claims, insurance premiums, deductibles, administrative fees and other costs arising from liabilities and property losses incurred by the state, its agencies, their officials, employees and agents.

Per ORS 565.456, OSFC is a public corporation and a governmental entity. Further, per ORS 174.117 OSFC is a Special Government Body. Unless and until a legislative change is made, OSFC may participate in the state's self-insurance program administered by DAS RM under ORS 278.

VI. UNDERSTANDINGS, TERM AND AGREEMENTS

OSFC and DAS RM mutually agree as follows:

1. **Effective Date; Term.** This agreement becomes effective on July 1, 2021 and shall remain in effect through June 30, 2023, unless otherwise terminated in accordance with the provisions in VII. Termination.
2. **Renewal Terms.** This agreement confers the state's self-insurance coverage to the OSFC. This coverage is written in two year (biennial) coverage periods. OSFC must alert DAS RM of its request to renew this agreement no less than 90 days prior to the expiration of this agreement. Failure to notify DAS RM of OSFC's intent to renew this agreement will initiate VII. Termination section of this agreement.
3. **Participation in State Self-Insurance Program.** OSFC shall participate in the State of Oregon's self-insurance program administered by DAS RM pursuant to ORS 278, including but not limited to those provisions relating to DAS RM's exclusive claim management and settlement authority and DAS RM's subrogation rights. OSFC is subject to DAS RM's policies and procedures applicable for risk management, self-insurance, and commercial insurance applicable to state agencies, as currently listed at [Risk Management Self-Insurance Policy Handbook](#).
4. **State Self-Insurance Program Deductible.** The OSFC's self-insurance deductible will follow the policy guidelines. OSFC does not have a legislatively approved budget nor legislatively approved FTE's. DAS RM will use the FTE number reported on the annual risk report as the number to establish the appropriate deductible amount annually. The FTE number reported on the annual risk report is subject to audit by DAS RM and any discrepancies may result in adjustments in paid deductible amounts which OSFC agrees to pay.
5. **Oregon Tort Claims Act Limitations.** OSFC is subject to the liability limitations in ORS 30.271 and ORS 30.273. In the event of a loss or liability covered under DAS RM policies, DAS RM shall indemnify OSFC, its agents, officers, and employees to the applicable liability limitation under ORS 30.271 and ORS 30.273 and the state's Liability Policy, 125-7-201.
6. **Assessments.** As a condition for participating in the state of Oregon's self-insurance program, OSFC shall pay periodic assessments invoiced by DAS RM under ORS 278.435. DAS RM shall calculate these assessments pursuant to ORS 278.205. In accordance with ORS 278.435, DAS RM shall deposit these assessments in the Self-Insurance Fund. Assessments are billed to OSFC shall begin on July 1, 2021. Payment of assessments to DAS RM is due within 30 days

of DAS RM's invoice or on a schedule mutually agreed upon between Parties.

7. **Cooperation.** Based on the terms, conditions and exclusions set forth in DAS RM's Policy 125-7-201, OSFC agrees to fully cooperate with DAS RM and Oregon's Department of Justice in the investigation and defense of any liability claim involving OSFC.
8. **Inclusion in statewide excess coverage.** DAS RM shall arrange to add OSFC to any statewide policy of excess liability or property insurance applicable to state agencies. OSFC agrees to pay that portion of premium/assessment on such excess coverages attributable to its coverage.
9. **Workers' Compensation Coverage.** DAS RM, on OSFC's behalf, shall obtain and keep in effect workers' compensation coverage for the Council, its employees and volunteers. The costs for these coverages are included in the assessments.
10. **Records.** OSFC agrees to deliver to DAS RM all records necessary for DAS RM to perform its risk management and insurance functions and facilitate coverage under this IGA including but not limited to records relating to payroll, personnel, real and personal property and motor vehicle information.
11. **Annual State Agency Risk Report.** As set forth in ORS 278.075, OSFC shall complete and provide DAS RM an annual Risk Report no later than mid-September of each calendar year. The report shall be submitted in a form prescribed by DAS RM. Risk Reports are due no later than September of each year.
12. **Motor Vehicle Policies.** Within 90 days of the effective coverage date, OSFC shall develop driving and motor vehicle use policies for its employees or agree to abide by the state's vehicle rules, [OAR 125-155](#). Prior to implementation of these policies, OSFC shall submit a draft of the vehicle policies or a letter of intent to follow OAR 125-155 to DAS RM for review and approval.
13. **Contract Template Review and Language Requirements.** OSFC agrees to include DAS/Department of Justice approved indemnification language in all OSFC's agreements, contracts and leases. OSFC also agrees to include DAS RM approved insurance requirements in these agreements, contracts and leases. OSFC may not change the indemnification or insurance language. OSFC may not waive DAS RM or the state's right to subrogate on any claims or amounts paid on behalf of OSFC
14. **Certificates of Insurance.** DAS RM agrees to issue Certificates of Coverage for OSFC.
15. **Notices.** OSFC shall promptly forward all injury and incident reports and any other correspondence concerning this IGA, to the DAS Risk Manager at the below address.

DAS RM's Contact: Risk Manager DAS-Risk Management PO Box 12009 Salem, OR 97309	OSFC's Contact Kim Grewe-Powell Oregon State Fair 2330 17 th St NE Salem, OR 97303
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16. **Tort Claim Notices.** All tort claim notices, including potential claim information shall be submitted as per requirements under ORS 30.275.
15. **Risk Coordinator Designee.** OSFC shall designate a contact at the Council to work with DAS RM on risk, claims and insurance issues. This person will ~~shall~~ be the primary contact for the OSFC.

VII. TERMINATION

OSFC or DAS RM may terminate this IGA by the mutual written consent of the Parties or by legislative action.

- a. OSFC must notify DAS RM of its intent to either continue or end insurance coverage with the state 90 days prior to the expiration date.
- b. DAS RM must notify OSFC of their intent to cancel this insurance coverage 90 days before the actual date of cancellation.
- c. If the OSFC's fails to inform DAS RM of their coverage intent 90 days prior to expiration, DAS RM will construe that as notice of terminating insurance coverage with the state. DAS RM will then proceed as outlined in VII. d.
- d. Termination of this IGA will initiate a final charge which OSFC agrees to pay. This charge will be calculated at the time the termination is effective. The final charge may include but is not limited to outstanding and incurred claims costs, unpaid deductibles, administrative costs, and risk charges. The final charge will be due 30 days past the effective termination date.
- e. If this agreement is renewed, the final charges, if any will be included in the risk charge methodology which creates the biennial charges billed to OSFC.

VIII. ASSIGNMENT

OSFC shall not assign, delegate or transfer any of its rights or obligations under the IGA without DAS RM's prior written consent.

IX. ACCESS TO RECORDS

OSFC shall retain, maintain, and keep accessible all records relevant to this IGA ("Records") for minimum of six (6) years from termination, or a longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this IGA, whichever ending is later. During this record-retention period, OSFC shall permit DAS RM or its duly authorized representative access to the Records at reasonable times and places for purposes of examination and copying.

X. INVALIDITY

If any term or provision of this IGA or the application thereof to any person or circumstance is to any extent invalid or unenforceable, the remainder of this IGA will be valid and enforced as written to the fullest extent permitted by law.

XI. AMENDMENT

No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of DAS RM to enforce any provision of this IGA shall not constitute a waiver by DAS RM of that or any other provision.

XII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Parties. There are no

understandings, agreements or representations, oral, written, or otherwise not specified herein regarding this IGA.

XIII. ACKNOWLEDGEMENT

Both Parties, by the signature below of its authorized representative, hereby acknowledge that they have read this IGA, understand it and agrees to be bound by its terms and conditions.

State of Oregon acting by and through its Department of Administrative Services, Risk Management Program

By: _____ Date

Oregon State Fair Council

By: _____ Date

DRAFT



Oregon State Fair Council Meeting – June 17, 2021

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

Discussion and action regarding Contract for
Independent Contractor Services for 2021 Oregon State Fair
Fun Cards System & Software by Amusement Consulting Services, Inc



**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 12/31/2021.
- 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.
- 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**
Kim Grewe-Powell, CEO
Oregon State Fair & Exposition Center
2330 17th Street NE
Salem, OR 97301
(971) 701-6573
kgrewe-powell@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
Kim Grewe-Powell, CEO

Phone: 971.701.6563
Email: kgrewe-powell@oregonstatefair.org

Amusement Consulting, Inc.
Rob Rhew
ACS's Federal Tax. I.D. 91-1439635

971.219.0118
Funrob@aol.com

Signature Date

Signature Date

ADDITIONAL TERMS and CONDITIONS

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

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

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

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

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

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

13. Termination.

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

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

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

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

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

OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

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

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

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

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

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

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

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

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

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

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

EXHIBIT A - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The certificate must:

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

EXHIBIT B – CONTRACTOR SERVICES

1. CRIMINAL HISTORY CLEARANCE

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

- 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 2021 Oregon State Fair is \$.50 (fiftycent) 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.



Oregon State Fair Council Meeting – June 17, 2021

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

Discussion and action regarding Contract for

Independent Contractor Services for 2021 Oregon State Fair

Emergency Medical and Related Services by Falck Northwest Corp



Contract For Independent Contractor Services For Emergency Medical Services By Falck Northwest Corp.

- I. **Parties.** This Contract (“Contract”) is between the Oregon State Fair & Exposition Center (“OSFEC”) and Falck Northwest Corp. (“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.
- 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 C- PURCHASE ORDER, PRICING, INVOICING AND PAYMENT**
- 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**

Greg Olson, Public Safety Coordinator
Oregon State Fair & Exposition Center
2330 17th Street NE
Salem, OR 97301
(503)949-2669
usoconsulting@comcast.net
 - b. **Contractor’s Authorized Representative**

Mike Collins, CEO
Falck Northwest Corp.
21540 30th Drive SE, Suite 250
Bothell, WA 98021
425-892-1962
Mike.Collins@Falck.com
- X. **Compliance with Applicable Laws.** Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor’s obligations under this Contract, as those laws, regulations and ordinances may be adopted or amended from time to time.
- XI. **Contractor Code of Business Ethics and Conduct (“Code”).** The Contractor will be required to read, understand and comply with Code in accordance with the terms and conditions of this contract. The Code is included in the body of this contract following the Additional Terms and Conditions.
- XII. **Merger Clause.** The Contract and attached exhibit(s) constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract.

- XIII. **Additional Terms and Conditions.** The Additional Terms and Conditions for this Contract are contained on the pages following the signature page of this Contract.
- XIV. **Contractor Certification.** CONTRACTOR BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- XV. In witness whereof, the Parties hereto have made, executed, and delivered the Contract as the last date each signatory below has signed the Contract.

Oregon State Fair & Exposition Center
Kim Grewe-Powell, CEO

Falck Northwest Corp
Mike Collins, CEO

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

425-892-1962
Mike.collins@falck.com

Authorized Signature **Date**

Authorized Signature **Date**

ADDITIONAL TERMS and CONDITIONS

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

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

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

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

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

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

13. Termination.

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

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

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

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

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

OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

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

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

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

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

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

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

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

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

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

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

EXHIBIT A - INSURANCE REQUIREMENTS

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY. Contractor/Renter shall obtain, at Contractor/Renter's expense, and keep in effect during the term of this Contract, commercial general liability insurance covering activities/operations/indemnity provided under this Contract. Coverage requirements are a minimum of \$2,500,000 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 \$4,500,000.

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**

MEDICAL MALPRACTICE. Per occurrence limited for any single claimant: From commencement of the Contract term June 30, 2021 \$2,500,000. Per occurrence limit for any number of claimants: From commencement of the Contract term to June 30, 2021 \$4,500,000. For each subsequent year in this contract, the limits stated above must increase by 5% unless a different percentage is agreed upon by both parties.

4. **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.

5. **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- (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.

2. SCOPE OF SERVICES TO BE PROVIDED

The purpose of this Price Agreement is for the Contractor to provide emergency medical services, as described in this Statement of Services, including Emergency and Nonemergency care to individuals on-site at The Oregon Exposition Center as requested by OSFEC.

Individuals include but are not limited to visitors, patrons, concessionaires, exhibitors, volunteers, staff and employees.

Emergency care, as defined in ORS 682.025(5), means the performance of acts or procedures under emergency conditions in the observation, care and counsel of persons who are ill or injured or who have disabilities; in the administration of care or medications as prescribed by a licensed physician, insofar as any of these acts is based upon knowledge and application of the principles of biological, physical and social science as required by a completed course utilizing an approved curriculum in prehospital emergency care. However, "emergency care" does not include acts of medical diagnosis or prescription of therapeutic or corrective measures.

Nonemergency care, as defined in ORS 682.025(11), means the performance of acts or procedures on a patient who is not expected to die, become permanently disabled or suffer permanent harm within the next 24 hours, including but not limited to observation, care and counsel of a patient and the administration of medications prescribed by a physician licensed under ORS chapter 677, insofar as any of those acts are based upon knowledge and application of the principles of biological, physical and social science and are performed in accordance with scope of practice rules adopted by the Oregon Medical Board in the course of providing prehospital care.

OSFEC will order Services, as needed, for events and activities at The Oregon State Fair and Exposition Center. The primary event requiring Services under this Price Agreement is the Oregon State Fair, the 11-day event which ends on Labor Day each year.

a. General Service Requirements

Contractor shall comply with the following provisions whenever providing Services under the Contract.

b. Service Expectations

Contractor and Contractor's employees shall perform all Services in a professional manner and in accordance with the highest industry standards and any applicable Oregon law and rules pertaining to the Services required under the Contract.

c. Transportation of Contractor's Personnel

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

d. Scheduling of Contractor's Personnel

Contractor shall schedule Contractor's personnel in order to meet the needs of OSFEC as specified in the Contract. Required staffing levels and areas of responsibility will vary depending on the size and scope of the specific event. Contractor may need to schedule personnel to work irregular or staggered shifts to ensure the required service levels are met. Contractor is solely responsible for managing the scheduled shifts and complying with any applicable Services and will not reimburse Contractor for any overtime charges under the Contract.

e. Services for the Oregon State Fair

During the Term of the Price Agreement, OSFEC will order Services from Contractor to support the Oregon State Fair. This annual 11-day event which ends on Labor Day each year attracts approximately 300,000 visitors, 5,000 exhibitors, 60 concessionaires and numerous private sector contractors. At the time of this Contract, the annual Fair will continue to end on Labor Day but OSFEC reserves the right to change the future dates if the Oregon State Fair Council desires.

Unless otherwise specified in the Contract, the following specific requirements apply to all Services performed in support of the annual Oregon State Fair.

f. Staffing and Scheduling Requirements

Contractor shall assign appropriate numbers and levels of personnel according to the agreed upon schedules and to the specific areas of responsibility as specified in the Contract. Estimated staffing levels and areas of responsibility for the Oregon State Fair may include, but are not limited to, the following:

- One certified EMT assigned to the arena area during the FFA Horse Shows (as determined by OSFEC and specified in the Contract) to provide care as needed. This show may be scheduled on Tuesday through Thursday during the week prior to the Oregon State Fair or may be scheduled during the annual Fair dates.
- One certified EMT assigned to the fairgrounds during move-in and setup activities on Monday through Thursday during the week prior to the Oregon State Fair to provide care as needed.

- Two certified EMT's assigned to the First Aid Station during the 11-day event, from two hours before public opening until close, to respond to walk-in and telephone inquiries and to provide care as needed.
- One certified EMT assigned to the dispatch center during the 11-day event, from two hours before public opening until close, to dispatch the roaming EMT's.
- Several certified EMT's (actual number to be determined at time of order) assigned to roam the fairgrounds during all open hours of the 11-day event to provide care as needed.
- One certified EMT assigned to the fairgrounds during tear-down and move-out activities on Tuesday through Thursday immediately after the Oregon State Fair to provide care as needed.

The hours required for the staffing listed above will be determined at the pre-fair meeting in July, 2021.

g. Language Requirements

Contractor shall provide at least one individual on-site who is fluent in Spanish during all scheduled hours that Services are being performed during the Oregon State Fair.

h. Contractor's On-Site Representative

Contractor shall designate a Supervisor who is knowledgeable and experienced regarding the Services required as Contractor's On-Site Representative empowered to represent Contractor when interacting with OSFEC 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 Oregon Exposition Center. Contractor shall provide to the OSFEC Authorized Representative the name and contact information for the On-Site Representative before work begins under the Contract.

i. Daily Meetings

Contractor's On-Site Representative shall meet with the OSFEC Authorized Representative or designee daily during the Oregon State Fair to discuss any issues affecting the Services being provided under the Contract, including but not limited to staffing levels and schedules. Contractor shall make adjustments to staffing levels and schedules when authorized by the OSFEC Authorized Representative or designee.

j. Equipment and Supplies

Contractor shall provide all equipment and supplies necessary to provide the required Services during the Oregon State Fair, including but not limited to:

- First aid and medical supplies and equipment necessary to equip the on-site First Aid Station at no additional cost
- Bicycles for on-site transportation and response to emergency calls at no additional cost
- Advanced life support equipment necessary for the patient transport carts listed below at no additional cost
- One patient transport cart for 17 days, beginning the first Saturday of the 4H Horse Shows through Labor Day, at the price listed in Exhibit B.
- One additional patient transport cart for the 11 days of the Oregon State Fair at the price listed in Exhibit B.

Patient transport carts must be equipped with advanced life support equipment and capable of providing expedient patient transport from any location at The Oregon Exposition Center to the first aid station or to an awaiting ambulance.

k. Services for Expo Season Events

During the Term of the Price Agreement, OSFEC may, at its option, request Services to support events produced by OSFEC during the Expo Season. The required staffing levels, areas of responsibility, language requirements and equipment and supplies required will be specified in the Contract.

3. PERSONNEL TO BE PROVIDED

a. Categories

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

- i. MEDIC: Certified Emergency Medical Technician (EMT) - Basic or Intermediate level
- ii. PARAMEDIC: Certified Emergency Medical Technician (EMT) - Paramedic level
- iii. SUPERVISOR: Certified Emergency Medical Technician (EMT) - Paramedic level

b. Physical Capabilities

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

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

c. Training and Experience Requirements

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

- Training or experience interacting with event patrons and providing event-related information and directions
- Training or experience successfully dealing with difficult, hostile and/or belligerent individuals
- Training or experience on two-way radio communications and proper radio procedure

- Training or experience recognizing the visual effects of alcohol and drugs and dealing effectively with drug or alcohol impaired individuals
- Training or experience dealing with special needs individuals (i.e. physically, mentally or emotionally impaired)

All Supervisory Personnel performing Services under the Contract must have the following minimum experience:

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

d. Contractor Identification, Uniforms and Appearance

All personnel performing Services under the Contract shall comply with the following requirements:

- **Identification.** Wear ID badges or tags that clearly display the individual's name and Contractor's name.
- **Uniforms.** Wear 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 must be approved by the OSFEC Authorized Representative.
- **Appearance.** Display minimal body ornamentation.

4. CONTRACTOR'S WARRANTIES

a. Sufficient Resources

Contractor hereby represents and warrants that Contractor has available to it sufficient personnel and equipment to perform the Services ordered by OSFEC at any time during the Term of the Price Agreement, and especially during the Oregon State Fair.

b. Access to the Oregon State Fair and Exposition Center

Contractor hereby represents and warrants that Contractor and Contractor's employees will access The Oregon Exposition Center for the sole purpose of providing Services ordered under the terms of this Price Agreement. Contractor and Contractor's employees will not attempt to gain access to The Oregon Exposition Center for the purpose of attending events without purchasing admission tickets.

5. SPECIAL PROVISIONS

a. OSFEC Obligations

In support of the Services provided by Contractor during the Oregon State Fair, OSFEC will provide the following:

- Space in the Jackman-Long Building or other location as determined by OSFEC For the First Aid Station
- Equipment for two-way radio communications including a base station, repeater, and hand- held radios of a quantity to be mutually agreed upon by the Parties.

b. Reporting Requirements

Contractor shall provide reports to OSFEC's Authorized Representative as follows:

c. Daily Summary Reports

During the event

Contractor shall provide a summary report each morning that includes at minimum the number of contacts and number of transports for the previous day.

Post Event Report

Within 30 days of conclusion of the event, Contractor shall provide a detailed report of the number and types of incidents responded to and the types of services provided by Contractor during the entire event. The level of detail and format required will be negotiated by OSFEC and the selected Proposer prior to award of the Price Agreement.

d. Removal of Contractor Personnel

In the event that Contractor's employee(s) is found to be violating the safety, security, or any other provisions of the Contract, OSFEC 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 the OSFEC Authorized Representative or designee.

e. Alternate Service Providers

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

EXHIBIT C- PURCHASE ORDER, PRICING, INVOICING AND PAYMENT

1. PURCHASE ORDERS BY OSFEC

At least four months prior to the annual Oregon State Fair, the OSFEC CEO or his representative will meet with the Contractor and review the EMT staffing requirements for the upcoming Fair. The OSFEC will confirm in writing the request for staffing during the upcoming Fair.

2. INVOICING BY CONTRACTOR

a. Contractor shall submit invoices according to the invoicing schedule designated on the Purchase Order.

If no invoicing schedule is designated on the Purchase Order, Contractor shall submit one invoice for all Services provided to and accepted by OSFEC under the Purchase Order within 10 business days of completion of the Services.

b. Each invoice must contain sufficient detail of all Services performed, including numbers and levels of personnel, hours worked, dates and locations, so that it can be reconciled with the Purchase Order and any amendments.

c. Contractor shall submit invoices to the address specified by OSFEC on the written staffing request in section 1 above

3. PAYMENT

a. OSFEC will reconcile all invoices received with the written order issued and any amendments or supporting documentation. The OSFEC CEO or designee will contact Contractor promptly to report any discrepancies.

b. OSFEC shall pay Contractor within thirty (30) days of receipt of a correct invoice. OSFEC shall send payment to Contractor at the address specified in the invoice.

c. If OSFEC fails to pay an invoice as set forth in Section 3.a., Contractor may assess overdue account charges to OSFEC in accordance with ORS 293.462. The overdue account charges shall be the same as the usual overdue account charges to the general clientele of the Contractor provided however that any overdue account charges shall not exceed the rate of two-thirds of one percent per month but not more than eight percent per annum on overdue claims. Overdue claims shall be those that have not been paid within 45 days from the latest of the following dates: the date of the receipt of a correct invoice, the date of the initial billing statement if no invoice is received, or the date the claim is made certain by agreement of the parties or by operation of law.

d. OSFEC is solely responsible for the payment of all amounts due to the Contractor. Contractor agrees to look only to OSFEC for payment.

e. This Contract constitutes a firm offer by the Contractor regardless of whether any order or purchase has been made or any performance has been tendered under the Contract.

f. Prices for the Services may be adjusted only as described in Section 5. of this Exhibit B.

g. In the event that Contractor determines it is necessary to transport a patient to a hospital or other health care facility, Contractor shall (a) be responsible for billing the patient's insurance, and (b) retain all proceeds from such billing.

4. PRICING

The Contractor is entitled to receive the price for Services purchased by OSFEC as follows:

MEDIC: Certified EMT- Basic or Intermediate level at \$27.77 per Hour

PARAMEDIC: Certified EMT- Paramedic level at \$37.44 per Hour

SUPERVISOR: Certified EMT- Paramedic level at \$41.06 per Hour

EQUIPMENT: Patient Transport Cart with advanced life support equipment at \$1,250.00 each

5. PRICING ADJUSTMENT

The price for the Services may be increased or decreased during the Term of the Contract only as set forth below.

a. The price may be adjusted only in connection with the extension of the Term of the Contract pursuant to Section 4 of this Contract.

b. Upon receipt of the Renewal Notice, Contractor may propose an adjustment of the price. In submitting its response to the Renewal Notice, Contractor shall also provide such information and documentation regarding the need for the adjustment as Contractor considers appropriate. If OSFEC desires to consider the proposed adjustment, OSFEC may meet with the Contractor for purposes of negotiating a new price.

c. If the Parties agree on an adjusted price, that price shall be effective as of the first day of the Extension Term. If the Parties are not able to agree on an adjusted price, the Price Agreement shall expire in accordance with its terms. Notwithstanding the expiration of the Price Agreement, Contractor shall complete performance of all outstanding Contracts.

d. If OSFEC desires to propose a reduction in the price of the Services, it shall provide notice of the proposed adjustment in the Renewal Notice and shall deliver such information and documentation regarding the need for the adjustment as OSFEC considers appropriate. If the Contractor desires to consider the proposed adjustment, OSFEC may meet with the Contractor for purposes of negotiating a new price. Section 5.c. shall apply with respect to the resolution.



Oregon State Fair Council Meeting – June 17, 2021
Agenda Item: X.b.iii. [For Action]
Discussion and action regarding Contract for
Independent Contractor Services for 2021 Oregon State Fair
Decor by Eye Beam



Contract For Independent Contractor Services For Oregon State Fair Décor By Eye Beam Event Services

- I. **Parties.** This Contract (“Contract”) is between the Oregon State Fair & Exposition Center (“OSFEC”) and Eye Beam Event Services (“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. See Exhibit B - 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 17th Street NE
Salem, OR 97301
(971) 701-6573
Kgrewe-powell@oregonstatefair.org
- b. **Contractor’s Authorized Representative**
- Eye Beam
Alan Stewart
2611 5th Avenue Ste C
Eugene, OR 97304
541-953-9446
rentals@eyebeameventservices.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:** This section describes our obligations to you and your obligations to us if one of us is unable to perform under our contract because of an "Occurrence" outside of your control or our control.

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

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

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

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

13. Termination.

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

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

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

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

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

OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

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

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

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

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

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

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

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

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

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

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

EXHIBIT A - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The certificate must:

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

EXHIBIT B – CONTRACTOR SERVICES

1. CRIMINAL HISTORY CLEARANCE- (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.

2. PURPOSE AND SCOPE

Contractor shall communicate to the extent possible to allow efficient utilization of OSFEC resources. Contractor agrees to provide decor, decor elements, and all other items as agreed to in Exhibit B. Contractor also agrees to provide forklift for the duration of the Fair as a service to the other vendors and on- grounds groups that will be relying on the services of contractor.

3. COMPENSATION TO CONTRACTOR

Size	Item Description	Color	Qty	Rental Price
Tall	Bistro Table with Spandex linen		1	\$25.00
Tall	Bistro Chair		1	\$40.00
10x10	Trade Show Booth		1	\$30.00
8 FT. Tall	Drape			\$3.50 Running FT.
3 FT. Tall	Drape			\$2.50 Running FT.
12 FT. Tall	Black Velour Drape			\$10.00 Running FT.
8 FT. Or 6 FT.	Table Undressed		1	\$13.00
8 FT. Or 6 FT.	Dressed (Linen)		1	\$31.00
8 FT. Or 6 FT.	Table Linen		1	\$8.00
8 FT. Or 6 FT.	Table Skirt		1	\$10.00
	Chrome Stanchion with Black Chain		1	\$28.00
	White Plastic Stanchion with White Chain		1	\$17.00
24 FT x 18 FT.	Dance- Floor \$500 Discount from 2019	Black & White	1	\$2,000.00
	Banners Main Stage \$400 Discount from 2019	Red Whit Blue		\$1,000.00
	Folding Chair	Black	1	\$3.00
	Folding Chair	White	1	\$3.50
60 Inch	Round Table		1	\$13.00
	Labor Charge 2021 (Crew labor)		1	\$25.00 Hour
	Labor Charge 2021 (Lead labor)		1	\$35.00 Hour



Oregon State Fair Council Meeting – June 17, 2021
Agenda Item: X.b.iv. [For Action]
Discussion and action regarding Contract for
Independent Contractor Services for 2021 Oregon State Fair
Security by Oregon State Police

STATE OF OREGON
Oregon State Fair Council and
Oregon State Police

1. PARTIES:

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

2. AUTHORITY:

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

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

OSF Designate

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

OSP Designate

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

3. TERM:

This Agreement shall be in effect during the annual Oregon State Fair events occurring between June 1, 2021 and December 31, 2021 unless otherwise amended.

4. AMENDMENTS:

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

5. PURPOSE:

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

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

6. ROLE AND RESPONSIBILITIES OF OSP

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

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

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

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

After conclusion of each State Fair, OSP shall submit to OSF a public record of the complaint summary report of notable incidents and law enforcement actions taken during the State Fair.

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

OSP shall assign a key person in the rank of lieutenant or above to be on duty during the hours of 6 am to at least one hour after closing on all eleven (11) days of the State Fair.

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

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

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

Enforcement to include:

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

4. Arrests

7. ROLE AND RESPONSIBILITIES OF OSF:

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

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

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

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

8. CONSIDERATION:

All requests for payment will be submitted to:

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

The Oregon State Fair and Exposition Center agrees to compensate the Oregon State Police \$195,276.00 for providing enforcement services during the 2021 Oregon State Fair.

- a) This is an increase from the 2019 agreement (No Oregon State Fair in 2020 due to Covid-19). This is due to an increase in hourly costs per Trooper coupled with OSP's responsibility for lodging and meals.

9. TERMINATION:

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

10. SUBCONTRACTS:

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

11. RECORDS RETENTION:

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

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

12. ACCESS TO RECORDS:

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

13. FUNDS AVAILABLE AND AUTHORIZED:

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

14. PUBLICITY:

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

15. MERGER CLAUSE:

This agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of term of this Agreement shall bind either Party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreement or representations, oral or written, no specified herein regarding this Agreement, both parties by the signature below or its authorized representative, hereby acknowledge Act that s/he has read the Agreement, understands it and agrees to be bound by its terms and conditions.

16. INSURANCE CLAUSE

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

Self-Insurance Loss Allocation: The Parties agree that any tort liability claim, suit or loss

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

17. AGREED:

OREGON STATE POLICE (OSP)

BY: _____ 19-36001779
Signature Date Fed. ID#

Print Name

OREGON STATE FAIR (OSF)

BY: _____ 47-1909318
Signature Date Fed. ID #

Print Name