



Oregon State Fair Council Meeting Notice & Agenda

Thursday, July 22, 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://us06web.zoom.us/j/96402902328>

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.



Oregon State Fair Council Meeting Notice & Agenda

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Zoom Information for Public Session: <https://us06web.zoom.us/j/96402902328>

Agenda

1:30 pm - Public Session

- I. **Call to Order**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **Approval of Minutes**
 - a. Council Meeting of June 17, 2021
- V. **Public Comment on Agenda Items**
- VI. **Council Chair's Report**
- VII. **CEO's Report**
- VIII. **Information Items**
 - a. **Fair Foundation Report**- Presented by Debbie McCune
- IX. **Action Items**
 - a. **State Fair Council**
 - i. Financial Statement 1/1/2021-4/30/2021
 - ii. Financial Statement 1/1/2021-5/31/2021
 - iii. Boldt Carlisle Smith 2020 Audit Report- Presented by Brad Bingenheimer
 - b. **State Fair**
 - i. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Tent, Canopies, and Fencing By All Star Tents .
 - ii. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Janitorial Services by Jani-King.
 - iii. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Landscaping by Green Acres Landscape, Inc.
 - c. **Expo Center**
 - d. **Committee Reports and Action Thereon**
 - i. Executive Committee-Report on Executive Committee Meeting 7/6/2021
 - ii. Governmental Affairs Committee
 - iii. Nominating Committee
- X. **Public Comments on Non-Agenda Items**
- XI. **Council Members' Comments**
- XII. **Adjourn**



Oregon State Fair Council Meeting – July 22, 2021

Agenda Item: IV.a. [For Action]
Council Meeting Minutes of June 17, 2021



Minutes of the Oregon State Fair Council Regular Meeting

June 17, 2021

By Zoom Due to COVID-19 and Social Distancing requirements

Audio Recorded: Yes

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

Present: Vicki Berger, Vice Chair Loyal Burns, Council Member Leah Perkins-Hagele, Council Member Austin McGuigan, Council Member Arnie Roblan, Council Member Craig Smith, Council Member Kim Grewe-Powell, Director/CEO	Non-Present: Kevin Cameron, Chair Jon Chandler, Council Member George Jennings, Council Member Dana Jung, Council Member Rep. Paul Evans, Advisory Council Member Steve Powers, Advisory Council Member Sen. Bill Hansel, Advisory Council Member
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 - III. **Pledge of Allegiance:** The Pledge of Allegiance was made by all parties present.
 - IV. **Presentation:** None
 - V. **Approval of Minutes:**
 - a. **Council Meeting of May 20, 2021:** 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 Roblan seconded by Council Member McGuigan to approve the minutes as presented. The motion carried unanimously.
 - VI. **Public Comment on Agenda Items:** None
 - VII. **Council Chair's Report:** None
 - VIII. **CEO's Report:** CEO Grewe-Powell reported that OSFEC is going forward with Budget Scenario B. All departments are working hard to stay within their allocated budgets. The Marketing team has worked on several timelines for the release of tickets to go on sale. The Marketing team hopes to launch on July 1, if not sooner, all to be determined by Governor Brown's announcement. The OSFEC team attended CPR and First Aid Training on June 2, 2021. They will attend a "Creating a Service of Culture and Respect in the Workplace" training on June 22, 2021. Expo calendar weekends post fair are booked starting in October.
 - IX. **Information Items:**
 - a. **Fair Foundation Report:** Debbie McCune reported the Foundation was going ahead with planning the Oregon Harvest Celebration. Tickets will be going on sale soon.
 - b. **State Fair Report:** None
 - c. **Expo Report:** None
 - X. **Action Items**
 - a. **State Fair Council**
-

- i. **Financial Statement 1/1/2021-4/30/2021:** Charlene Ewing, OSFEC Administrative Supervisor, discussed with The Council that the April 2021 Financial Statements were not complete and asked if they would like to review them with May’s Financials at the next meeting. Council Member Smith suggested leaving the April Financial Statements open until they can be determined accurate. CEO Kim Grewe-Powell added that AccurAccounts is short-staffed and requested that OSFEC do basic bookkeeping in-house. AccurAccounts have agreed to do a monthly spot check and continue to process OSFEC payroll.

Council Member Roblan Motioned to postpone the vote on the financial statements for 1/1/2021-4/30/2021 until they are correct. And get a report on both April and May at the July meeting. The motion was seconded by Council Member McGuigan. The motion carried unanimously.

- ii. **Discussion and Action Regarding Fair Budget Contingency Fund:** Vice-Chair Berger reported that during the Executive Committee Meeting on June 16, 2021, CEO Grewe-Powell requested use of \$250,000 of the \$400,000 Contingency Fund to cover the expenses of re-adding two Concerts to the lineup, increasing the line up from seven to nine. All contingent upon the Governor’s releasing Oregon from its current Covid-19 Guidelines. The Executive Committee voted to allow the request.
- iii. **Discussion and Action regarding DAS Risk Management Updated Proposed IGA:** As discussed in the April 2021 Council Meeting, the final DAS Risk Management Proposal needed approval-by July 1st, 2021, to be active for the next biennium. The legislature still needs to approve the final budget numbers, DAS is waiting on those numbers.

Council Member McGuigan motioned to approve the IGA. Council Member Roblan seconded the motion. The motion carried unanimously.

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.

Council Member Smith motioned to approve the Contract for Amusement Consulting Services, Inc. Motion was seconded by Council Member Roblan. The motion carried unanimously.

- ii. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Emergency Medical and Related Services by Falck Northwest Corp.

Council Member Smith motioned to approve the Contract for Falck Northwest Corp. Motion was seconded by Council Member McGuigan. The motion carried unanimously.

- iii. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Decor by Eye Beam: Eye Beam provides OSF with tables, chairs, pipe and drape, etc.

Council Member Roblan motioned to approve the Contract for Eye Beam. Motion was seconded by Council Member Smith. The motion carried unanimously.

- iv. Discussion and action regarding Contract for Independent Contractor Services for 2021 Oregon State Fair Security by Oregon State Police: Council agrees that further discussion is needed for future fair needs, as this price is consistently increasing. Council requests OSFEC to look at other options but keep in cognizance of the need for the service.

Council Member Roblan motioned to approve the Contract for Oregon State Police. Motion was seconded by Council Member Smith. The motion carried unanimously.

XI. Committee Reports and Action Thereon

- i. Executive Committee: None
- ii. Governmental Affairs Committee: CEO Grewe-Powell shared that there is a bill in the state legislature right now to help Oregon County Fairs. CEO Grewe-Powell asked the associate of Oregon State Fair Association to add Oregon State Fair to the list. Each county fair is set to receive approximately \$80,000 according to Oregon Fairs Association meeting she attended in the morning. She also requested from DAS over million dollars to make repairs to the grounds to make it safe and ready for emergency needs. Council Member Berger asked for the contact for the Oregon Fair Association’s bill to make so the Governmental Affairs Committee can make calls to the legislatures on OSFEC behalf.
- iii. Nominating Committee: None

XII. Public Comments on Non-Agenda items: None

XIII. Council Members’ Comments: Council Member Loyal Burns shared that he has been working with the Ag Program Departments, and expressed how professional the team is, and how pleased he is with the planning.

Next meeting July 22, 2021.

Adjourn: There being no further business the meeting was adjourned at 2:07pm

Meeting Materials:

Agenda

Council Meeting Minutes May 20, 2021

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

DAS Risk Management Updated Proposed IGA

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 2021 Oregon State Fair Emergency Medical and Related Services by Falck Northwest Corp

Contract for Independent Contractor Services for 2021 Oregon State Fair Decor by Eye Beam

Contract for Independent Contractor Services for 2021 Oregon State Fair Security by Oregon State Police



Oregon State Fair Council Meeting – July 22, 2021

Agenda Item: IX.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	99,901.43
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	3,875,861.39
Accounts Receivable	
11000 · Accounts Receivable	104,827.00
Total Accounts Receivable	104,827.00
Other Current Assets	
12001 · *Undeposited Funds	290.00
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	5,770.30
Total Current Assets	3,986,458.69
Other Assets	
19000 · Capital Investments- SF Council	1,703,685.64
Total Other Assets	1,703,685.64
TOTAL ASSETS	5,690,144.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	74,356.50
Total Accounts Payable	74,356.50
Credit Cards	
20015 · U S Bank Credit Card - Mike	1,379.16
20020 · US Bank Credit Card - Kim	-502.01
20025 · US Bank Credit Card - Wayne	103.75
Total Credit Cards	980.90
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	<u>10,546.70</u>
Total Other Current Liabilities	<u>574,537.20</u>
Total Current Liabilities	<u>649,874.60</u>
Total Liabilities	649,874.60
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	<u>-283,245.95</u>
Total Equity	<u>5,040,269.73</u>
TOTAL LIABILITIES & EQUITY	<u><u>5,690,144.33</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
State Fair Revenue	-19.73
Total Income	<u>210,930.71</u>
Gross Profit	210,930.71
Expense	
Salaries & Wages - Permanent	71,568.27
Contracted Labor - PT/Snl/Temp	6,474.63
Employee Benefits - ER Exp	13,954.87
Payroll Tax - Employer's Share	6,357.06
Professional Services Exp.	54,847.53
Council Expense	61.97
Travel/Training/Relocation - EE	1,472.19
Supplies & Expenses	8,757.37
Dues and Subscriptions	2,695.00
Insurance	46,329.50
Utilities-Elec,Gas,Water, Trash	150,608.51
Maint. and Repairs of Equipment	1,191.41
Maint. of Buildings and Grounds	111,120.01
Marketing Expenses	3,977.76
Vehicle Expenses	2,351.41
Bank Fees	5,719.99
Equipment Purchase <\$5k	569.00
Permits, Licenses	597.12
State Fair Administrative Exp.	563.64
State Fair Marketing Expenses	1,584.66
State Fair Operations Expenses	93.98
State Fair Attractions Expenses	203.88
State Fair Exhibits Expenses	628.50
Charitable Contributions	618.40
Total Expense	<u>492,346.66</u>
Net Ordinary Income	-281,415.95

07/16/21
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>-283,245.95</u></u>

07/16/21
 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
State Fair Revenue	0.00	0.00	0.00	-19.73	-19.73
Total Income	8,623.44	0.00	186,535.00	-19.73	195,138.71
Gross Profit	8,623.44	0.00	186,535.00	-19.73	195,138.71
Expense					
Salaries & Wages - Permanent	67,056.87	4,511.40	0.00	0.00	71,568.27
Contracted Labor - PT/Snl/Te...	0.00	1,872.64	4,601.99	0.00	6,474.63
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.	24,017.57	30,576.46	0.00	253.50	54,847.53
Council Expense	61.97	0.00	0.00	0.00	61.97
Travel/Training/Relocation - ...	1,472.19	0.00	0.00	0.00	1,472.19
Supplies & Expenses	1,834.03	6,923.34	0.00	0.00	8,757.37
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	150,608.51	0.00	0.00	150,608.51
Maint. and Repairs of Equip...	0.00	1,191.41	0.00	0.00	1,191.41
Maint. of Buildings and Grou...	0.00	95,328.01	0.00	0.00	95,328.01
Marketing Expenses	40.25	0.00	3,105.01	832.50	3,977.76
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 Administrative Exp.	0.00	0.00	0.00	563.64	563.64
State Fair Marketing Expenses	0.00	0.00	0.00	1,584.66	1,584.66
State Fair Operations Expen...	0.00	0.00	0.00	93.98	93.98
State Fair Attractions Expen...	0.00	0.00	0.00	203.88	203.88
State Fair Exhibits Expenses	0.00	0.00	0.00	628.50	628.50
Charitable Contributions	618.40	0.00	0.00	0.00	618.40
Total Expense	128,087.55	302,449.12	23,950.56	22,067.43	476,554.66
Net Ordinary Income	-119,464.11	-302,449.12	162,584.44	-22,087.16	-281,415.95

07/16/21
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>-119,464.11</u></u>	<u><u>-304,279.12</u></u>	<u><u>162,584.44</u></u>	<u><u>-22,087.16</u></u>	<u><u>-283,245.95</u></u>

07/16/21
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

07/16/21
Accrual Basis

Oregon State Fair Council
Profit & Loss Current & Prior Year
January through April 2021

	Jan - Apr 21	Jan - Apr 20	% Change
Ordinary Income/Expense			
Income			
Administration Revenue	8,623.44	32,950.73	-73.8%
Operations Revenue	15,792.00	15,792.00	0.0%
Expo Center Revenue	186,535.00	300,153.75	-37.9%
State Fair Revenue	-19.73	56.00	-135.2%
Total Income	210,930.71	348,952.48	-39.6%
Gross Profit	210,930.71	348,952.48	-39.6%
Expense			
Salaries & Wages - Permanent	71,568.27	207,074.14	-65.4%
Contracted Labor - PT/Snl/Te...	6,474.63	39,446.76	-83.6%
Employee Benefits - ER Exp	13,954.87	23,459.95	-40.5%
Payroll Tax - Employer's Share	6,357.06	17,547.62	-63.8%
Professional Services Exp.	54,847.53	58,629.05	-6.5%
Council Expense	61.97	163.87	-62.2%
Travel/Training/Relocation - ...	1,472.19	7,932.81	-81.4%
Supplies & Expenses	8,757.37	40,730.50	-78.5%
Dues and Subscriptions	2,695.00	1,535.00	75.6%
Insurance	46,329.50	25,854.50	79.2%
Utilities-Elec,Gas,Water, Trash	150,608.51	196,803.83	-23.5%
Maint. and Repairs of Equip...	1,191.41	0.00	100.0%
Maint. of Buildings and Grou...	111,120.01	123,621.51	-10.1%
Marketing Expenses	3,977.76	8,971.08	-55.7%
Vehicle Expenses	2,351.41	1,269.66	85.2%
Bank Fees	5,719.99	8,876.18	-35.6%
Equipment Purchase <\$5k	569.00	1,500.00	-62.1%
Permits, Licenses	597.12	123.20	384.7%
State Fair Administrative Exp.	563.64	9,407.76	-94.0%
State Fair Marketing Expenses	1,584.66	94,913.46	-98.3%
State Fair Operations Expen...	93.98	6,161.35	-98.5%
State Fair Attractions Expen...	203.88	268.88	-24.2%
State Fair Exhibits Expenses	628.50	21,679.64	-97.1%
Charitable Contributions	618.40	0.00	100.0%
Total Expense	492,346.66	895,970.75	-45.1%
Net Ordinary Income	-281,415.95	-547,018.27	48.6%

07/16/21
Accrual Basis

Oregon State Fair Council
Profit & Loss Current & Prior Year
January through April 2021

	<u>Jan - Apr 21</u>	<u>Jan - Apr 20</u>	<u>% Change</u>
Other Income/Expense			
Other Income			
Special Projects Income	0.00	595.50	-100.0%
Total Other Income	0.00	595.50	-100.0%
Other Expense			
Special Projects Expense	1,170.00	93,665.80	-98.8%
90700 · Bond Project Exp	660.00	1,575.00	-58.1%
Total Other Expense	1,830.00	95,240.80	-98.1%
Net Other Income	-1,830.00	-94,645.30	98.1%
Net Income	-283,245.95	-641,663.57	55.9%



Oregon State Fair Council Meeting – July 22, 2021

Agenda Item: IX.a.ii.[For Action]
Financial Statement 1/1/2021-5/31/2021

Oregon State Fair Council
Balance Sheet
As of May 31, 2021

	May 31, 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	119,663.64
10121 · USB - Payroll Acct - 3265	10,664.06
10125 · USB - Mrchnt Pre-Sales - 2438	6,263.75
10127 · USB - Fair Admission -5088	6,198.16
10128 · USB - Office Expo - 5104	13,068.84
10129 · USB - Show Works - 5120	1,762.16
10130 · USB - Camp Ground - 5138	1,087.73
10131 · USB - Office FAIR - 5112	469.04
10150 · Petty Cash Box - Fair	270.90
10200 · State Treasury Fund Account	3,539,919.73
Total Checking/Savings	3,708,979.67
Accounts Receivable	
11000 · Accounts Receivable	97,282.00
Total Accounts Receivable	97,282.00
Other Current Assets	
12005 · Prepaid FCC 10 Yr License	1,715.00
12030 · Prepaid FSA Funding	341.20
13000 · Prepaid Contracts	4,666.56
Total Other Current Assets	6,722.76
Total Current Assets	3,812,984.43
Other Assets	
19000 · Capital Investments- SF Council	1,703,685.64
Total Other Assets	1,703,685.64
TOTAL ASSETS	5,516,670.07
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	84,165.21
Total Accounts Payable	84,165.21
Credit Cards	
20020 · US Bank Credit Card - Kim	-2,441.97
Total Credit Cards	-2,441.97
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 May 31, 2021

	<u>May 31, 21</u>
20515 · Deferred Income - Expo	45,520.00
24000 · Payroll Liabilities	24,132.71
Total Other Current Liabilities	<u>625,843.21</u>
Total Current Liabilities	<u>707,566.45</u>
Total Liabilities	707,566.45
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	<u>-514,412.06</u>
Total Equity	<u>4,809,103.62</u>
TOTAL LIABILITIES & EQUITY	<u><u>5,516,670.07</u></u>

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

	<u>Jan - May 21</u>
Ordinary Income/Expense	
Income	
Administration Revenue	8,623.44
Operations Revenue	19,740.00
Expo Center Revenue	186,535.00
State Fair Revenue	-19.73
Total Income	<u>214,878.71</u>
Gross Profit	214,878.71
Expense	
Suspense	35.00
Salaries & Wages - Permanent	111,164.32
Contracted Labor - PT/Snl/Temp	8,051.96
Employee Benefits - ER Exp	21,858.81
Payroll Tax - Employer's Share	10,185.53
Professional Services Exp.	80,099.42
Council Expense	61.97
Travel/Training/Relocation - EE	1,880.19
Supplies & Expenses	11,779.97
Dues and Subscriptions	2,695.00
Insurance	46,329.50
Utilities-Elec,Gas,Water, Trash	186,444.77
Maint. and Repairs of Equipment	1,699.54
Maint. of Buildings and Grounds	143,035.80
Special Repairs & Maint.	149.95
Marketing Expenses	3,977.76
Vehicle Expenses	2,564.53
Bank Fees	7,111.28
Equipment Purchase <\$5k	749.79
Permits, Licenses	597.12
State Fair Administrative Exp.	563.64
State Fair Marketing Expenses	81,151.51
State Fair Operations Expenses	393.53
State Fair Attractions Expenses	203.88
State Fair Exhibits Expenses	3,457.60
Charitable Contributions	618.40
Total Expense	<u>726,860.77</u>

07/16/21
Accrual Basis

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

	<u>Jan - May 21</u>
Net Ordinary Income	-511,982.06
Other Income/Expense	
Other Expense	
Special Projects Expense	1,770.00
90700 · Bond Project Exp	660.00
Total Other Expense	<u>2,430.00</u>
Net Other Income	<u>-2,430.00</u>
Net Income	<u><u>-514,412.06</u></u>

07/16/21
Accrual Basis

Oregon State Fair Council
Profit & Loss by Class - Exclude NonCash
January through May 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
State Fair Revenue	0.00	0.00	0.00	-19.73	-19.73
Total Income	8,623.44	0.00	186,535.00	-19.73	195,138.71
Gross Profit	8,623.44	0.00	186,535.00	-19.73	195,138.71
Expense					
Suspense	35.00	0.00	0.00	0.00	35.00
Salaries & Wages - Permanent	98,473.19	12,691.13	0.00	0.00	111,164.32
Contracted Labor - PT/Snl/Te...	0.00	3,449.97	4,601.99	0.00	8,051.96
Employee Benefits - ER Exp	14,565.80	4,018.49	1,637.26	1,637.26	21,858.81
Payroll Tax - Employer's Share	8,688.28	1,497.25	0.00	0.00	10,185.53
Professional Services Exp.	41,136.31	38,552.11	0.00	411.00	80,099.42
Council Expense	61.97	0.00	0.00	0.00	61.97
Travel/Training/Relocation - ...	1,880.19	0.00	0.00	0.00	1,880.19
Supplies & Expenses	2,889.99	8,737.13	0.00	152.85	11,779.97
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	186,444.77	0.00	0.00	186,444.77
Maint. and Repairs of Equip...	0.00	1,699.54	0.00	0.00	1,699.54
Maint. of Buildings and Grou...	0.00	123,295.80	0.00	0.00	123,295.80
Special Repairs & Maint.	0.00	149.95	0.00	0.00	149.95
Marketing Expenses	40.25	0.00	3,105.01	832.50	3,977.76
Vehicle Expenses	0.00	2,564.53	0.00	0.00	2,564.53
Bank Fees	4,247.84	0.00	1,098.78	1,764.66	7,111.28
Equipment Purchase <\$5k	180.79	569.00	0.00	0.00	749.79
Permits, Licenses	400.00	197.12	0.00	0.00	597.12
State Fair Administrative Exp.	0.00	0.00	0.00	563.64	563.64
State Fair Marketing Expenses	0.00	0.00	0.00	81,151.51	81,151.51
State Fair Operations Expen...	0.55	0.00	0.00	392.98	393.53
State Fair Attractions Expen...	0.00	0.00	0.00	203.88	203.88
State Fair Exhibits Expenses	0.00	129.10	0.00	3,328.50	3,457.60
Charitable Contributions	618.40	0.00	0.00	0.00	618.40
Total Expense	186,796.07	390,885.40	24,222.28	105,217.02	707,120.77
Net Ordinary Income	-178,172.63	-390,885.40	162,312.72	-105,236.75	-511,982.06

07/16/21
Accrual Basis

Oregon State Fair Council
Profit & Loss by Class - Exclude NonCash
January through May 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	1,770.00	0.00	0.00	1,770.00
90700 · Bond Project Exp	0.00	660.00	0.00	0.00	660.00
Total Other Expense	0.00	2,430.00	0.00	0.00	2,430.00
Net Other Income	0.00	-2,430.00	0.00	0.00	-2,430.00
Net Income	<u><u>-178,172.63</u></u>	<u><u>-393,315.40</u></u>	<u><u>162,312.72</u></u>	<u><u>-105,236.75</u></u>	<u><u>-514,412.06</u></u>

07/16/21
Accrual Basis

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

	<u>NonCash-Trade</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
Operations Revenue	19,740.00	19,740.00
Total Income	19,740.00	19,740.00
Gross Profit	19,740.00	19,740.00
Expense		
Maint. of Buildings and Gro...	19,740.00	19,740.00
Total Expense	19,740.00	19,740.00
Net Ordinary Income	0.00	0.00
Net Income	0.00	0.00

07/16/21
Accrual Basis

Oregon State Fair Council
Profit & Loss Current & Prior Year
January through May 2021

	Jan - May 21	Jan - May 20	% Change
Ordinary Income/Expense			
Income			
Administration Revenue	8,623.44	38,557.98	-77.6%
Operations Revenue	19,740.00	19,740.00	0.0%
Expo Center Revenue	186,535.00	315,684.13	-40.9%
State Fair Revenue	-19.73	56.00	-135.2%
Total Income	214,878.71	374,038.11	-42.6%
Gross Profit	214,878.71	374,038.11	-42.6%
Expense			
Suspense	35.00	0.00	100.0%
Salaries & Wages - Permanent	111,164.32	250,959.21	-55.7%
Contracted Labor - PT/Sn/Te...	8,051.96	40,119.38	-79.9%
Employee Benefits - ER Exp	21,858.81	27,109.29	-19.4%
Payroll Tax - Employer's Share	10,185.53	21,246.58	-52.1%
Professional Services Exp.	80,099.42	63,494.69	26.2%
Council Expense	61.97	163.87	-62.2%
Travel/Training/Relocation - ...	1,880.19	7,932.81	-76.3%
Supplies & Expenses	11,779.97	41,118.88	-71.4%
Dues and Subscriptions	2,695.00	1,685.00	59.9%
Insurance	46,329.50	25,854.50	79.2%
Utilities-Elec,Gas,Water, Trash	186,444.77	227,640.97	-18.1%
Maint. and Repairs of Equip...	1,699.54	0.00	100.0%
Maint. of Buildings and Grou...	143,035.80	133,491.51	7.2%
Special Repairs & Maint.	149.95	0.00	100.0%
Marketing Expenses	3,977.76	9,489.12	-58.1%
Vehicle Expenses	2,564.53	1,269.66	102.0%
Bank Fees	7,111.28	10,209.23	-30.3%
Equipment Purchase <\$5k	749.79	1,500.00	-50.0%
Permits, Licenses	597.12	123.20	384.7%
State Fair Administrative Exp.	563.64	11,697.76	-95.2%
State Fair Marketing Expenses	81,151.51	119,846.46	-32.3%
State Fair Operations Expen...	393.53	6,284.17	-93.7%
State Fair Attractions Expen...	203.88	29,698.44	-99.3%
State Fair Exhibits Expenses	3,457.60	29,370.89	-88.2%
Charitable Contributions	618.40	0.00	100.0%
Total Expense	726,860.77	1,060,305.62	-31.5%

07/16/21
Accrual Basis

Oregon State Fair Council
Profit & Loss Current & Prior Year
January through May 2021

	<u>Jan - May 21</u>	<u>Jan - May 20</u>	<u>% Change</u>
Net Ordinary Income	-511,982.06	-686,267.51	25.4%
Other Income/Expense			
Other Income			
Special Projects Income	0.00	595.50	-100.0%
Total Other Income	0.00	595.50	-100.0%
Other Expense			
Special Projects Expense	1,770.00	196,308.30	-99.1%
90700 - Bond Project Exp	660.00	7,790.16	-91.5%
Total Other Expense	2,430.00	204,098.46	-98.8%
Net Other Income	-2,430.00	-203,502.96	98.8%
Net Income	-514,412.06	-889,770.47	42.2%



Oregon State Fair Council Meeting – July 22, 2021

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

Boldt Carlisle Smith 2020 Audit Report- Presented by Brad Bingenheimer

OREGON STATE FAIR COUNCIL
FINANCIAL REPORT
DECEMBER 31, 2020

OREGON STATE FAIR COUNCIL
OFFICERS AND MEMBERS OF THE GOVERNING BODY
December 31, 2020

COUNCIL OFFICERS AND MEMBERS

Kevin Cameron, Chair

Vicki Berger, Vice Chair

Jon Chandler

Loyal Burns

Gene Derfler

George Jennings

Dayna Jung

Austin McGuigan

Arnie Roblan

Leah Perkins-Hagele

Craig Smith

ADVISORY COUNCIL MEMBERS

Steve Powers

Rep. Paul Evans

Sen. Bill Hansell

REGISTERED AGENT

Kim Grewe-Powell

REGISTER ADDRESS

2330 17th St NE
Salem, OR 97301

OREGON STATE FAIR COUNCIL

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December 31, 2020

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Oregon State Fair Council
Salem, Oregon

Report on the Financial Statements

We have audited the accompanying financial statements of Oregon State Fair Council, (the "Council") as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of Oregon State Fair Council as of December 31, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 3 to 10 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Council's basic financial statements. The schedule of operating expenses is presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedule of operating expenses is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements, or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of operating expenses is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Singer Lewak LLP

July 15, 2021



Brad Bingenheimer, Partner

OREGON STATE FAIR COUNCIL
MANAGEMENT'S DISCUSSION AND ANALYSIS - Unaudited
December 31, 2020

Our discussion and analysis of Oregon State Fair Council's (the Council) financial performance provides an overview of financial activities for the year ended December 31, 2020. This information is presented in conjunction with the financial statements that follow this section.

Financial Highlights

- The Council's total assets exceeded its liabilities by \$5,371,512, of which \$3,611,902 is unrestricted, \$1,751,681 is an investment in capital assets and \$7,929 is restricted for capital projects.
- Operating revenue generated by the Council was \$750,514.
- Non-operating revenue generated by the Council was \$62,197.

Overview of the Financial Statements

This annual financial report consists of three parts: Management's Discussion and Analysis, Basic Financial Statements and Supplementary Information. The basic financial statements include notes that provide further detail for certain information.

Required Financial Statements

The basic financial statements report information utilizing the full accrual basis of accounting. The basic financial statements conform to accounting principles that are generally accepted in the United States of America. The statement of net position includes information on the Council's assets and liabilities and provides information about the nature and amounts of investments in resources (assets) and the obligations to Council creditors (liabilities). The statement of revenues, expenses and changes in net position identifies the Council's revenues and expenses for the year ended December 31, 2020. This statement provides information on the Council's operations over the past year and can be used to determine whether or not the Council has recovered all of its costs through operating revenues. The third financial statement is the statement of cash flows. This statement provides information on the Council's cash receipts, cash payments and changes in cash resulting from operations, investments and financing activities. From the statement of cash flows, the reader can obtain information on the sources and uses of cash and the changes in the cash and cash equivalents.

Financial Analysis of the Council

The Council was established as a Public Corporation by law on June 26, 2013 and full transfer of care, custody and control from the Oregon Parks and Recreation Department occurred on January 1, 2015. Because the State Fair was under the State of Oregon until 2015, there are no separate financial statements prior to 2015.

OREGON STATE FAIR COUNCIL
MANAGEMENT'S DISCUSSION AND ANALYSIS - Unaudited
December 31, 2020

The statement of net position and the statement of revenues, expenses and changes in net position provide an indication of the Council's financial condition and also indicate that the financial condition of the Council declined during the year. The Council's net position reflects the difference between assets and liabilities. An increase in net position over time typically indicates an improvement in financial condition. A decrease in net position over time typically indicates a decline in financial condition.

Capital Investment by the Council

ORS 565.495 states, in part, that the Department of Administrative Services and the Council shall enter into an agreement for the Council to exercise exclusive care, custody and control over fairground properties and facilities owned by the Department. Notwithstanding any fixed term for the agreement, the Legislative Assembly may terminate the agreement by law if the conducting of the Oregon State Fair, the carrying out of fairground business operations, and the operation of fairgrounds properties and facilities by the Council results in a net loss in three of any five consecutive years.

During 2020 the Council made capital improvements valued at \$101,788 to the land and facilities (real property) and equipment and other assets (non-real property), in addition to investments during 2015 valued at \$313,466, 2016 at \$282,284, 2017 at \$459,316, 2018 at \$493,738, and 2019 at \$552,404. The State of Oregon owns the real property where the Oregon State Fair and Exposition Center operates, therefore, the Council was unable to capitalize these improvements until 2018. As a result, the Council appears to have incurred a loss, without considering capital improvements or capital contributions, of (\$847,992) in 2017, (\$191,995) in 2016, and (\$62,373) in 2015. If the Council had chosen instead not to make these improvements to properties and facilities it does not own, or had been able to capitalize these improvements instead of reflecting them as annual expenses, it would have realized a gain/(loss) before capital contributions of (\$388,676) in 2017, and \$90,288 in 2016, and \$251,093 in 2015, respectively.

To remedy this inconsistency, the Oregon Legislature passed SB 384 in 2017 which enacted amendments to ORS 565.595 which state in part:

- Except as the State Fair Council and the Oregon Department of Administrative Services otherwise agree in writing, the Council owns any fairgrounds properties and facilities that are not real property. The Department owns fairground properties and facilities that are real property and owns other fairground properties and facilities as agreed to with the Council in writing.
- However, if the Council expends moneys for the construction, repair, remodeling or maintenance of, or other long-term benefit to, fairground properties and facilities that are real property, the Council may capitalize those expenditures for purposes of determining net profit or loss from conducting the Oregon State Fair, carrying out fairgrounds business operations and operating fairground properties and facilities.
- The amendments to ORS 565.495 by section 1 of this 2017 Act apply to State Fair Council expenditures made before, on or after the effective date of this Act.

OREGON STATE FAIR COUNCIL
MANAGEMENT'S DISCUSSION AND ANALYSIS - Unaudited
December 31, 2020

Since the effective date of this legislation is January 1, 2018, this change in law was not reflected in the financial statements for 2017 or prior. This change in law is reflected for the financial statements for 2018, 2019 and 2020, including adjustment made for 2015-2017 as allowed by language contained in the law that states that the revision shall "apply to Council expenditures made before, on or after the effective date." As such, it is important to note that with those adjustments the Council demonstrated a net gain 2019, 2018, 2016 and 2015.

In addition to the resources provided by the Council from current operations, the Legislature passed SB 5701 in 2016 to increase the expenditure limitation of the Department of Administrative Services to pay the cost of issuing \$2,500,000 of Article XI-Q bonds for repairs and improvements at the Oregon State Fairground. Those Bond projects are now completed.

In 2016, legislation was passed (SB 1597) that removed language from ORS 565.545 requiring that any expenditures made from such an appropriation shall be an obligation owing from the Council to the Department. The legislation as passed states "This 2016 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2016 Act takes effect on its passage." [April 4, 2016]

Included in the state's 2019-2021 biennium budget was Article XI-Q bond funding \$5,000,000 for restoration of two structures on the property that are on the National Register of Historic Places; the Historic Horse Stadium which was built in 1919 and the Historic Poultry Building build in 1921, and \$5,325,000 for high-priority and much needed deferred maintenance on the state-owned fairgrounds.

With its public corporation status, the Council may receive certain government funding. The 2015-2017 biennium Department of Administrative Services budget included \$1,015,299 in pass-through funding for the Council. This amount was also included in the 2017-2019 and 2019-2021 budgets. During its 2021 regular session, the Legislature passed HB 5002, which includes this amount again as part of the Department of Administrative Services' 2021-23 biennium budget.

OREGON STATE FAIR COUNCIL
MANAGEMENT'S DISCUSSION AND ANALYSIS - Unaudited
December 31, 2020

A summary of the Council's statements of net position is presented below:

	<u>2020</u>	<u>2019</u>
Assets		
Current assets	\$ 4,258,002	\$ 5,490,642
Capital assets	<u>1,751,681</u>	<u>1,798,342</u>
Total assets	<u>6,009,683</u>	<u>7,288,984</u>
Liabilities		
Current and other liabilities	<u>638,171</u>	<u>473,120</u>
Net Position		
Net investment in capital assets	1,751,681	1,798,342
Restricted	7,929	7,929
Unrestricted	<u>3,611,902</u>	<u>5,009,593</u>
	<u>\$ 5,371,512</u>	<u>\$ 6,815,864</u>

Statement of Revenues, Expenses and Changes in Net Position

	<u>2020</u>	<u>2019</u>
Revenues		
Operating	\$ 750,514	\$ 7,926,397
Nonoperating	<u>62,197</u>	<u>102,034</u>
Total revenues	<u>812,711</u>	<u>8,028,431</u>
Operating expenses	<u>2,259,858</u>	<u>7,761,018</u>
Profit/(Loss) before capital contributions	(1,447,147)	267,413
Capital contributions	<u>2,795</u>	<u>1,041,517</u>
Change in net position	<u>\$ (1,444,352)</u>	<u>\$ 1,308,930</u>

OREGON STATE FAIR COUNCIL
MANAGEMENT'S DISCUSSION AND ANALYSIS - Unaudited
December 31, 2020

Budgetary Highlights

The Council is not subject to the requirements of Oregon Local Budget Law, however it does prepare a budget for management purposes. There were no changes to the budget during the year.

Economic Factors

The essence of establishing the Council as a public corporation was to provide the latitude necessary to conduct business in a manner that facilitates the success of the corporation in the market in which it must compete. The governmental environment can at times be counterintuitive to the entrepreneurial (entertainment industry) environment necessary for the Council to pursue growth of the annual State Fair and enhance and continue to develop the year-round Exposition Center (event venue business).

The transfer of the Council from the State to a public corporation represented a unique business model without the typical amenities found in either a start-up or acquisition. The Council assumed stewardship of an ongoing 150+ year old historically significant event and venue with substantial existing audiences, participants, activities and year-round use. The Council has focused on balancing continuing operations with establishing a new governance infrastructure, basic business functions, organizational goals, and striving for growth as well as financial stability.

Due to the industry within which it operates, the Council relies solely on consumers' discretionary funds. Companies hold events at the State Fair and Exposition Center when the public will support the events, and attendance is dependent upon an economy that provides for ample discretionary income.

2020 represented an unprecedented disruption to the world economy due to COVID-19. Few business enterprises were exempt from the financially devastating effects of the pandemic, and none more so than the entertainment and leisure industries. Clearly, COVID-19 shook the health and well-being of the global population to its core resulting in millions of cases, hundreds of thousands of deaths, and affected every aspect of life from orders to stay-at-home, closure of all but essential business and how those businesses operated, to how we interacted in seeking medical care, in workplaces, socially, spiritually, and virtually every other aspect of life as we knew it pre-pandemic.

The entertainment and leisure industries, in which the Oregon State Fair & Expo Center operates, rely almost solely on consumers' discretionary income and a robust economy. In recent years Oregon, the United States and much of the world has seen economic growth, and a high-level of consumer confidence and discretionary spending. The economic effects of COVID-19 were far-reaching within our industry. Not only do event producers and venues rely on discretionary spending, but so do the myriad of contractors, suppliers, vendors, exhibitors, local accommodations and visitor services, and especially those we all employ.

Like most enterprises, the Oregon State Fair & Exposition Center, out of necessity, the abundance of caution, and at the guidance of medical experts and public policymakers, essentially shut down including not hosting events throughout the year and canceling the 2020 State Fair. Such was the case with most events and venues worldwide including fairs and festivals, professional sports, concerts, parks, zoos, museums and other entertainment venues. Clearly, events and venues made very difficult decisions in

OREGON STATE FAIR COUNCIL
MANAGEMENT'S DISCUSSION AND ANALYSIS - Unaudited
December 31, 2020

the best interest of the safety of their guests, employees, volunteers, contractors, participants and communities.

Many events, venues, contractors, and other businesses dependent on the recreation, leisure and entertainment industries will likely not survive the economic effects of COVID-19, not unlike many within other industries who were equally as dramatically affected.

Fortunately, due to conservative fiscal policies and practices employed by the State Fair Council since its inception and cost-saving measures implemented since public health and safety mandated our closure, accumulated cash reserves of approximately 60% of our total approved 2020 operating budget sustained us financially despite a \$1,447,147 loss in 2020.

In 2020:

- Most Expo Center events previously scheduled from March through December 2020 were either canceled or postponed including the Marion County Fair, AgFest, and many other of the largest events that occur at the Expo Center.
- The 2020 Oregon State Fair was canceled, necessitated by the restrictions placed on mass gatherings and events. Alternative virtual marketing and programming via social media was presented during the traditional State Fair time-period to generate ongoing awareness and excitement for the State Fair and previewing the 2021 State Fair, should it occur.
- All part-time, seasonal, and most full-time employees were laid off.
- Dozens of fair-time contracts were terminated including service providers, contractors, food and beverage vendors, carnival, and entertainers.
- Many other contractors that were not yet under contract were informed that their services would not be needed for the canceled 2020 Fair.
- Only critical functions were continued to maintain essential operations and facilities.
- Previously outsourced services were transitioned to be accomplished internally with the remaining extremely limited staff.
- A facility assessment and one previously planned and scheduled capital project proceeded. The assessment provides the Council a comprehensive evaluation of the facilities to guide long-term planning for deferred maintenance and capital priorities. All other deferred maintenance and capital improvement projects were suspended.

Serving Community Needs During the Pandemic:

Fairgrounds have always played an important role in communities they serve during times of catastrophe, emergency, and tragedy. This role is often overlooked until such needs arise. However, it represents an unwritten but unquestionably accepted responsibility of fairgrounds as part of their core mission to serve as community resources under such circumstances.

During the disruption of operations, events, and activities during 2020 and 2021 due to restrictions prompted by the COVID-19 pandemic, OSFEC was able to provide vital services to meet unprecedented needs and demands of the community:

OREGON STATE FAIR COUNCIL
MANAGEMENT'S DISCUSSION AND ANALYSIS - Unaudited
December 31, 2020

- OSFEC accommodated a 250-bed temporary hospital at the request of the Oregon Health Authority on a cost-reimbursement-only basis for several months. Fortunately, the hospital was never activated but stood ready and operational when local health care facilities reached near-capacity with COVID-19 hospitalizations.
- OSFEC also accommodated a drive-up COVID testing site for several months, providing over 4,500 tests.
- OSFEC also accommodated Farm Bureau distribution of face masks for farm workers in exchange for 1,000 masks and several cases of hand sanitizer for use by OSFEC when able to reopen.
- OSFEC provided indoor space to house homeless residents during the worst of the 2020-21 winter, again at greatly reduced rent received from Church At The Park.
- OSFEC served as a mass-evacuation center during and following the wildfires in September 2020, providing accommodations for displaced residents, pets, livestock, and providing other necessary services. Mobilized in only a few hours in cooperation with Marion County and Red Cross, with funding provided by the County.
- For much of 2021 OSFEC accommodated a mass-vaccination operation providing COVID-19 vaccinations to over 200,000 Oregonians, at significantly reduced rent.

2021 & Future Plans:

- As restrictions due to the COVID-19 pandemic persisted well into 2021, the ongoing inability to conduct events and activities continued, resulting in ongoing revenue interruption and much uncertainty of when we might be able to resume normal operations.
- The cost-saving measures implemented in 2020 continued to minimize financial losses.
- The Council approved a very conservative budget, providing for the cost of minimal ongoing operations, and hopeful of the possibility for a limited State Fair and the advance planning necessary to produce such an event IF possible.
- Planning has begun for reopening within the guidelines for workplaces and employees, limited gatherings and events, and requirements of other business operations.
- We have utilizing the time and minimal staff available during closure to develop, update and implement operational and administrative processes.
- Governor Brown recently announced that all restrictions resulting from the COVID-19 pandemic will be eliminated when vaccinations reach 70% of eligible Oregonians OR June 30, 2021 whichever comes first.
- Now that OSFEC can resume “new-normal” operations, it will take a great deal of planning and effort to “restart the engine” under what are certain to be incredibly challenging circumstances.
- Although poised for the possibility of reopening without restrictions due to months of scenario planning but with less than two months until the State Fair opens on August 27th, it will require extraordinary effort and coordination.
- Much of the momentum that brought OSFEC into 2020 has been lost, due to this unexpected and unwelcome tragedy. This will provide both a challenge to mobilize the OSFEC Team and adjust to new realities; and an opportunity to renew, refresh and rediscover the time-honored traditions of the Oregon State Fair and Exposition Center.

OREGON STATE FAIR COUNCIL
MANAGEMENT'S DISCUSSION AND ANALYSIS - Unaudited
December 31, 2020

Economic Impacts

A recently completed study of *"The Economic and Fiscal Impact of the Oregon State Fair and Exposition Center on the Local and State Economies"* by Gruen Gruen + Associates, Urban Economists, Market Strategists & Land Use/Public Policy Analysts estimates that the Oregon State Fair and Exposition Center annually creates \$54.5 million of total economic activity in the State of Oregon, supports 883 full and part time jobs, provides \$15.6 million of total annual earnings to workers, generates \$890,000 of state income tax, and results in \$393,000 in state and local lodging tax.

Prior to the formation of the Council under a public corporation business model, the Oregon State Fair and Exposition Center had historically operated at a deficit which over time left no resources for capital improvements, deferred maintenance, adding new programs, or investments in marketing services, all of which need to continue to be addressed in the coming years.

Even before the COVID-19 disruption, the Council operated with minimal year-round staffing, outsourcing many administrative and operational functions, and utilizing part-time, seasonal and temporary staffing through an outside employment agency. This reduces costs and enhances efficiencies. Additionally, the Council realizes further cost savings by utilizing government services to support its business such as the State's self-insurance program, fleet services and procurement contracts/price agreements.

Clearly, and most unfortunately, economic impacts of OSFEC activities in 2020 and 2021 will have much different results than demonstrated by that study. However, the Council and Staff are confident that the return to a robust operation will soon result in renewed financial impacts to OSFEC and the State of Oregon!

Requests for Information

This financial report is designed to provide council officers and members, citizens, taxpayers, and creditors with a general overview of the Council's finances and to demonstrate the Council's accountability for the money it receives. If you have any questions about this report or need any additional information, contact the Council at 2330 17th St NE, Salem OR 97301.

OREGON STATE FAIR COUNCIL

STATEMENT OF NET POSITION

December 31, 2020

ASSETS

Current assets

Cash and cash equivalents	\$	4,153,832
Accounts receivable		100,077
Prepaid items		<u>4,093</u>
Total current assets		<u>4,258,002</u>

Capital assets

Capital assets nondepreciable		22,820
Capital assets depreciable, net		<u>1,728,861</u>
Total capital assets, net		<u>1,751,681</u>

Total assets

6,009,683

LIABILITIES

Current liabilities

Accounts payable and accrued items		67,460
Unearned revenue - rents		<u>570,711</u>

Total liabilities

638,171

NET POSITION

Net investment in capital assets		1,751,681
Restricted for capital projects		7,929
Unrestricted		<u>3,611,902</u>

Total net position

\$ 5,371,512

See notes to financial statements.

OREGON STATE FAIR COUNCIL
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
Year Ended December 31, 2020

Operating revenues	
Fair	\$ 47,432
Expo	661,232
Grants	<u>41,850</u>
Total operating revenues	<u>750,514</u>
Operating expenses	
Fair	383,275
Expo	211,404
Operations	1,303,002
Administrative and general	<u>362,177</u>
Total operating expenses	<u>2,259,858</u>
Operating loss	<u>(1,509,344)</u>
Nonoperating revenues	
Interest	<u>62,197</u>
Total nonoperating revenues	<u>62,197</u>
Loss before capital contributions	(1,447,147)
Capital contributions	<u>2,795</u>
Change in net position	(1,444,352)
Net position, beginning of year	<u>6,815,864</u>
Net position, end of year	<u>\$ 5,371,512</u>

See notes to financial statements.

OREGON STATE FAIR COUNCIL
STATEMENT OF CASH FLOWS
December 31, 2020

Cash flows from operating activities	
Cash received from customers	\$ 1,025,098
Cash paid to suppliers and other	(1,643,913)
Cash paid to employees for services	<u>(506,683)</u>
Net cash used in operating activities	<u>(1,125,498)</u>
Cash flows from investing activities	
Interest on investments	<u>62,197</u>
Net cash provided by investing activities	<u>62,197</u>
Cash flows from capital and related financing activities	
Capital contributions	2,795
Purchases of capital assets	<u>(43,788)</u>
Net cash used in capital and related financing activities	<u>(40,993)</u>
Net change in cash and cash equivalents	(1,104,294)
Cash and cash equivalents, beginning of year	<u>5,258,126</u>
Cash and cash equivalents, end of year	<u><u>\$ 4,153,832</u></u>

See notes to financial statements.

OREGON STATE FAIR COUNCIL

STATEMENT OF CASH FLOWS

Year Ended December 31, 2020

Reconciliation of operating loss to net cash used in operating activities

Operating loss	\$ (1,509,344)
Adjustments to reconcile operating income to net cash used in operating activities	
Depreciation	148,449
Noncash activity	(58,000)
Changes in assets and liabilities:	
Accounts receivable	110,848
Inventory	18,881
Prepaid items	(1,383)
Accounts payable and accrued items	(104,061)
Unearned revenue - rents	<u>269,112</u>
Net cash used in operating activities	<u>\$ (1,125,498)</u>

Noncash operating activities

Revenues related to goods and services provided on an exchange basis	\$ 47,376
Expenses related to goods and services received on an exchange basis	47,376
Capital assets related to goods and services received on an exchange basis	58,000

See notes to financial statements.

OREGON STATE FAIR COUNCIL

NOTES TO FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Oregon State Fair Council (the Council) was appointed in January 2014 pursuant to Senate Bill 7, which was passed in the 2013 legislative session. The Council began operations in January 2015.

Control of the Council is vested in its council members who are appointed by the Governor. Administrative, operational, fair, and expo functions are delegated to the Director/CEO who reports to and is responsible to the Council.

The purpose of the Council is to conduct the Oregon State Fair, operate the Expo Center as a year-round regional event center, maintain fairgrounds property and facilities, and promote Oregon tourism related to the State Fair and Expo Center. Funding of operations is derived from State Fair admissions, parking and camping fees; rent from commercial exhibitors, food and beverage concessions, carnival and other attractions; concert ticket sales; and sponsorships. Additionally, funding of operations is derived from rental of Expo Center facilities and equipment, utility and parking fees, and food and beverage concessions and catering commissions.

The Council's financial statements are prepared in accordance with generally accepted accounting principles ("GAAP"). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established in GAAP and used by the Council are discussed below.

Reporting Entity

The accompanying basic financial statements present the activities for which the Council is considered to be financially accountable. The criteria used in making this determination includes appointment of a voting majority, imposition of will, financial benefit or burden on the primary government, and fiscal dependency on the primary government. Based upon the evaluation of this criteria, the Council is a primary government with no includable component units.

Basic Financial Statements

The financial transactions of the Council are reported in a single proprietary fund. The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector.

Basis of Accounting

Basis of accounting refers to the point at which revenues or expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied. The financial statements are presented on the accrual basis of accounting.

OREGON STATE FAIR COUNCIL
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Operating revenues and expenses are distinguished from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with principal ongoing operations. The principal operating revenues of the Council are described above. Operating expenses include the cost of sales and services, and administrative, general operations, and facility maintenance expenses. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

Budgetary Control

The Council is not subject to Oregon Local Budget Law, ORS Chapter 294. The Council's management does prepare a budget for planning and control purposes.

Cash Equivalents

For purposes of the statement of cash flows, the Council considers all highly liquid debt instruments, purchased with an original maturity of three months or less, to be cash equivalents.

Accounts Receivable

Accounts receivable are carried at their estimated collectible amounts. Management routinely evaluates accounts receivable for collectability based on past credit history with customers and their current financial condition. Accounts receivable which are determined to be uncollectible are written off. Collections on accounts previously written off are included in income as received.

Capital Assets

Capital assets, which include buildings, equipment and leasehold improvements, are reported in the proprietary fund financial statements. Contributed assets are reported at acquisition value as of the date received. The Council provides for depreciation using the straight-line method over estimated useful lives of three to twenty years. Capital assets are recorded at historical cost and have an estimated useful life of at least one year as follows:

Leasehold improvements	\$	5,000
Buildings		5,000
Furniture and equipment		2,500

OREGON STATE FAIR COUNCIL
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Position

Net position is divided into three components:

Net investment in capital assets – consist of the historical cost of capital assets less accumulated depreciation and less any debt that remains outstanding that was used to finance those assets plus deferred outflows of resources less deferred inflows of resources related to those assets.

Restricted net position – consist of assets that are restricted by creditors (for example, through debt covenants), by the state enabling legislation (through restrictions on shared revenues), by grantors (both federal and state), and by other contributors.

Unrestricted net position – All other net position is reported in this category.

When the Council has restricted and unrestricted resources available, it is the Council's policy to expend restricted resources first and then unrestricted resources as needed in determining the amounts to report as restricted – net position and unrestricted – net position.

New Accounting Pronouncements

The Council is currently evaluating its accounting practices to determine the potential impact on the financial statements for the following GASB statements:

In June 2017, GASB issued Statement No. 87 *Leases*, which addresses new accounting and financial reporting requirements for leases, improving accounting and financial report for leases for governments. Leases that were previously classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract will be recognized as a lease liability and an intangible right-to-use lease asset for lessees and a lease receivable and a deferred inflow of resources for a lessor. The requirement of this Statement for effective for fiscal years beginning after December 15, 2020. The Council does not anticipate this statement will have a material impact on the financial statements.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents at December 31, 2020 are as follows:

Deposits with financial institutions	\$ 222,262
State of Oregon Local Government Investment Pool	3,931,299
Cash on hand	<u>271</u>
Total	<u>\$ 4,153,832</u>

OREGON STATE FAIR COUNCIL

NOTES TO FINANCIAL STATEMENTS

NOTE 2 – CASH AND CASH EQUIVALENTS (Continued)

Deposits with Financial Institutions

Custodial Credit Risk – Deposits: This is the risk that in the event of a bank failure, the Council's deposits may not be returned. The Federal Depository Insurance Corporation (FDIC) provides insurance for the Council's deposits with financial institutions up to \$250,000 each for the aggregate of all non-interest-bearing accounts and the aggregate of all interest-bearing accounts at each institution. As of December 31, 2020, none of the Council's bank balances were exposed to custodial credit risk.

Local Governmental Investment Pool

Balances in the State of Oregon Local Government Investment Pool (LGIP) are stated at fair value. Fair value is determined at the quoted market price, if available; otherwise the fair value is estimated based on the amount at which the investment could be exchanged in a current transaction between willing parties, other than a forced liquidation sale.

The Oregon State Treasury administers the LGIP. The LGIP is an unrated, open-ended, no-load, diversified portfolio offered to any agency, political subdivision or public corporation of the state who by law is made the custodian of, or has control of, any fund. The LGIP is commingled with the State's short-term funds. To provide regulatory oversight, the Oregon Legislature established the Oregon Short-Term Fund Board and LGIP investments are approved by the Oregon Investment Council. The fair value of the Council's position in the LGIP is the same as the value of the pool shares.

Credit risk: Oregon statutes authorize the Council to invest in obligations of the U.S. Treasury and U.S. agencies, bankers' acceptances, repurchase agreements, commercial paper rated A-1 by Standard & Poor's Corporation or P-1 by Moody's Commercial Paper Record, and the state treasurer's investment pool.

Concentration of Credit Risk: The Council does not have a formal policy that places a limit on the amount that may be invested in any one insurer. 100% of the Council's investments are in the LGIP.

Interest Rate Risk: The Council does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increases in interest rates.

Custodial Credit Risk – Investments: This is the risk that, in the event of the failure of a counterparty, the Council will not be able to recover the value of its investments that are in the possession of an outside party. The Council does not have a policy which limits the amount of investments that can be held by counterparties.

OREGON STATE FAIR COUNCIL
NOTES TO FINANCIAL STATEMENTS

NOTE 3 – CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2020 was as follows:

	Balances January 1, 2020	Additions	Deletions	Balances December 31, 2020
Capital assets nondepreciable				
Artwork	\$ 22,820	\$ -	\$ -	\$ 22,820
Capital assets depreciable				
Leasehold improvements	\$ 1,266,524	\$ 64,034	\$ -	\$ 1,330,558
Buildings	472,741	-	-	472,741
Furniture and equipment	339,123	37,754	-	376,877
Total capital assets depreciable	<u>2,078,388</u>	<u>101,788</u>	<u>-</u>	<u>2,180,176</u>
Less accumulated depreciation for:				
Leasehold improvements	142,402	80,847	-	223,249
Buildings	69,612	8,674	-	78,286
Furniture and equipment	90,852	58,928	-	149,780
Total accumulated depreciation	<u>302,866</u>	<u>148,449</u>	<u>-</u>	<u>451,315</u>
Total capital assets depreciable, net	<u>\$1,775,522</u>	<u>\$ (46,661)</u>	<u>\$ -</u>	<u>\$1,728,861</u>

NOTE 4 – OPERATING LEASE

The Council leases the fairground property from the State of Oregon Department of Administrative Services. The lease term began April 3, 2014 and terminates December 31, 2023. Both parties can choose to renew the lease for three additional terms of five years each. An annual lease payment of \$100 is due by March 31st of the ensuing year. Lease expense for the year ended December 31, 2020 was \$100.

As of December 31, 2020, the minimum lease payments under operating leases for future years ending are as follows:

2021	\$ 100
2022	100
2023	<u>100</u>
	<u>\$ 300</u>

OREGON STATE FAIR COUNCIL
NOTES TO FINANCIAL STATEMENTS

NOTE 5 – DEFINED CONTRIBUTION RETIREMENT PLAN

The Council sponsors a defined contribution retirement plan (SIMPLE IRA) for its employees. The Council contributes an amount equal to an employee's contribution to the plan up to a maximum contribution of 3% of the employee's salary. Employees are eligible to participate after six consecutive months of service. During the year ended December 31, 2020, the Council made matching contributions to the Plan totaling \$11,881.

NOTE 6 – RISK MANAGEMENT

The Council is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Council carries insurance through Oregon State Risk Management to cover possible claims or judgments. There has been no significant reduction in insurance coverage from the prior year and settled claims have not reached the level of commercial coverage in any of the past three fiscal years.

The coronavirus (COVID-19) pandemic continues to impact the financial performance of the Council. The Council has adopted a 2021 budget that assumes limited operation of the Expo Center and 50% attendance at the 2021 Oregon State Fair.

SUPPLEMENTARY INFORMATION

OREGON STATE FAIR COUNCIL
SCHEDULE OF OPERATING EXPENSES
Year Ended December 31, 2020

	Fair	Expo	Operations	General and Administrative	Total
Salaries and wages	\$ 89,135	\$ 122,660	\$ 115,561	\$ 179,327	\$ 506,683
Benefits	11,253	10,713	13,977	54,185	90,128
Professional services	-	23,204	27,236	75,722	126,162
Licenses and fees	12,109	5,722	1,111	12,540	31,482
Supplies	-	1,970	36,147	8,242	46,359
Insurance	27,557	27,557	13,781	18,499	87,394
Utilities	-	1,772	460,796	39	462,607
Repairs and maintenance	-	1,639	235,902	-	237,541
Marketing	-	15,681	-	65	15,746
Administration	359	147	2,046	13,558	16,110
Fair operations	141,232	-	-	-	141,232
Attractions and exhibits	60,387	-	-	-	60,387
Other	41,243	339	13,828	-	55,410
Special projects	-	-	234,168	-	234,168
Depreciation	-	-	148,449	-	148,449
	<u>\$ 383,275</u>	<u>\$ 211,404</u>	<u>\$ 1,303,002</u>	<u>\$ 362,177</u>	<u>\$ 2,259,858</u>



Oregon State Fair Council Meeting – July 22, 2021

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

Discussion and action regarding Contract for Independent Contractor Services for 2021
Oregon State Fair Tent's Fencing and Awing by All Star Tents.



Contract For Independent Contractor Services For Tent, Canopies, and Fencing By All Star Tents

- I. **Parties.** This Contract (“Contract”) is between the Oregon State Fair & Exposition Center (“OSFEC”) and All Star Tents (“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- Quote for equipment pricing.
- 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
mpaluszak@oregonstatefair.org
 - b. **Contractor’s Authorized Representative**

David Stueve
All Start Tents & Party Rental
2709 19th St SE
Salem, OR 97302
503-585-9408
David.stueve@allstarttents.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

All Star Tents & Party Rental
David Stueve

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

503-585-9408
David.stueve@allstartents.com

Authorized Signature **Date**

Authorized Signature **Date**

ADDITIONAL TERMS and CONDITIONS

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

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

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

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

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

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

13. Termination.

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

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

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

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

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

OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

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

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

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

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

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

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

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

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

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

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

EXHIBIT A - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The certificate must:

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

EXHIBIT B – CONTRACTOR SERVICES

1. CRIMINAL HISTORY CLEARANCE- (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

All rental items quoted must adhere to all applicable industry standards and must be fit for the intended purposes. Items must be clean, free of dirt, soil, stains or any foreign material that is not a natural part of the item; of professional appearance, not faded, free of cracks, chips, rips, tears, frays, etc., and finished or hemmed edges as applicable; and in good repair, free of broken, loose or inoperable parts, able to perform its intended functions. Rental items must meet all federal and state regulations.

- a. **AVAILABILITY OF RENTAL ITEMS:** Contractor is responsible for providing the number and sizes of tents, canopies and equipment to meet the needs of the 2018 Oregon State Fair. Items required from the Contractor are listed in Exhibit B. All equipment and rental items will be delivered and set up at the Oregon State Fair, 2330 17th Street NE, Salem, Oregon 97301.
- b. **LIGHTING:** The contractor shall provide lighting in each canopy required for night use which as a minimum, must be consist of medium base sockets with protective/safety covers or other lighting that will provide a well-lit area. All lighting fixtures and covers attached to any tent or canopy provided by the contractor must be reviewed by the Oregon State Fair's electrician prior to installation and operation.

Lighting must use UL-approved cord which as be approved by the Oregon State Fair's electrician and State Fair Marshall. Contractor will be required to provide all signage required by the State Fair Marshall at no additional charge to the Oregon State Fair.

Canopies must contain a minimum of one (1) light per ten (10) linear feet down the center of the canopy. Contractor shall install and supply compact fluorescent lamps (CFLs) with a minimum of twenty (20) watts and must not exceed twenty-five (25) watts. Burned-out lamps must be immediately replaced by contractor when requested by the Oregon State Fair. **The cost of providing the lighting, including lamps, must be included in the total cost of each canopy and/or tent rental as listed on Exhibit B.**

Any tent wider than twenty (20) feet will be lit using 400w high bay light fixtures as they provide a more effective way to light tents of the size and draw roughly the equivalent powers utilizing multiple 22-25 compact fluorescent light yet provide better lighting inside the tent.

- c. **ON-CALL SERVICES:** Due to the dynamic nature of the OSFEC events and changing programming needs, the OSFEC may require the contractor to move tents, canopies, decorative fencing, or other rental items from one location to another or to provide additional rental items within the scope of the contract during the event. The Contractor shall be available "on-call" which means immediately accessible by phone or pager to provide service to the OSFEC beginning five days prior to the start of the 2021 Oregon State Fair (OSF) and continuing through Labor Day.

Contractor shall respond by phone within thirty (30) minutes of the OSFEC's call for service with a proposed response plan and timeframe. Upon the OSFEC's approval of the response plan, contractor shall respond on-site with the appropriate rental item(s), accessories and personnel to provide the required service. In the event of inclement weather, the contractor shall ensure their staffs are on site to prevent "canopy pooling" and repair canopies during wind events.

On-site or Pre-arranged Rental of Equipment and Services to Vendors, Exhibitors and Contractor Participating in the Oregon State Fair: Contractor is to make available equipment for rent to vendors, exhibitors and contractors. Contractor will not charge vendors, exhibitors and/or contractors over the quoted price for items stated in this contract (Exhibit C) unless approved by the OSFEC management. No additional fees for labor and/or services may be charged in the rental of equipment beyond the quote plus percentage stated in the line above.

EXHIBIT C – COMPENSATION

Tents must be staked to the ground and not moved when they are placed on site by All Star. Please note the exact placement of your tent in the space below. If All Star must place it at our discretion, and the tent has to be adjusted later, there will be a charge of \$50.

Item	Regular Price	Discount Price
10' x 10' Tent	\$266.00	\$240.00
10' x 20' Tent	\$417.00	\$373.00
15' x 15' Tent	\$417.00	\$373.00
20' x 20' Tent	\$484.00	\$432.00
20' x 30' Tent	\$733.00	\$654.00
20' x 40' Tent	\$920.00	\$824.00
30' x 30' Tent	\$1,098.00	\$981.00
30' x 40' Tent	\$1,464.00	\$1,308.00
40' x 40' Tent	\$1,935.00	\$1,728.00
40' x 60' Tent	\$2,928.00	\$2,616.00
Sidewall Per. Ft.	\$2.30	\$2.00
Standard Tent Light	\$22.50	\$18.00
Rain Gutter Per. Ft.	\$2.30	\$2.00
Wood Floor Per Sq. Ft.	\$2.60	\$2.35



Oregon State Fair Council Meeting – July 22, 2021

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

Discussion and action regarding Contract for Independent Contractor Services for 2021
Oregon State Fair Janitorial Services by Jani-King.



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

- I. **Parties.** This Contract (“**Contract**”) is between the Oregon State Fair & Exposition Center (“**OSFEC**”) and American Maintenance (“**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 11/1/2021.
- 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 TO CONTRACTOR-** Not to Exceed \$159,525.
 - a. **Payment Schedule:** Final additional billing (if applicable) shall be due and payable 14 days after close of the Event Services.
 - b. **Payment will be mailed to:**
Profectus, INC
11851 NE Glenn Widing Drive #B
Portland, OR 97220
- 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**

Mike Legorreta, Operations Supervisor
Oregon State Fair & Exposition Center
2330 17th Street NE
Salem, OR 97301
(971) 701-6573
Mlegorreta@oregonstatefair.org
 - b. **Contractor’s Authorized Representatives**

Morgan Thomas
Jani-King
9 Westwood Rd.
Branford, CT 06405
503.535.9758
mthomas@janikingoregon.com

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

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

Jani-King
Morgan Thomas

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

503.535.9758
mthomas@janikingoregon.com

Authorized Signature **Date**

Authorized Signature **Date**

ADDITIONAL TERMS and CONDITIONS

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

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

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

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

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

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

13. Termination.

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

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

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

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

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

OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

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

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

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

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

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

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

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

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

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

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

EXHIBIT A - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The certificate must:

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

EXHIBIT B – CONTRACTOR SERVICES

1. CRIMINAL HISTORY CLEARANCE- (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. AGREED AREA OF SERVICE

a. Amphitheatre

i. Pre-Cleaning:

Wash all seats and backs down. Blow down and/sweep all floor surfaces. Clean all dressing rooms, bathrooms and kitchen area. Clean the stage area by blowing down and mopping the stage if necessary.

ii. Daily Cleaning Backstage:

Clean the dressing rooms and bathrooms, sweep, vacuum, wash floors, wash counters, mirrors and dust. Clean the kitchen area, sweep and mop floor, wipe down counters. Empty and reline garbage and recycle containers.

iii. Post-Cleaning Backstage:

Clean the dressing rooms and bathrooms, sweep, vacuum, wash floors, wash counters, mirrors and dust. Clean the kitchen area, sweep and mop floor, wipe down counters.

L.B. Day Amphitheatre Exterior Rest Rooms

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

Restock supplies used in the rest rooms.

Empty and reline garbage and recycle containers.

- iv. Any days in which there is no concert, OSF will not be charged for cleaning the Amphitheatre unless authorized by Fair Management

b. Cascade Hall

Vacuum and mop the entrance areas.

Vacuum and clean the interior meeting rooms of Cascade Hall.

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

Empty and reline garbage and recycle containers during Fair hours as needed.

c. 4-H Auditorium

Empty and reline garbage and recycle containers during Fair hours as needed.

Cleaning of two portable showers, if applicable.

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

d. Jackman-Long

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

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

Empty and reline garbage and recycle containers during fair hours as needed.

e. Offices:

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

Clean glass doors daily and as needed.

f. Columbia Hall

Empty and reline garbage and recycle containers during Fair hours as needed.

Sweep and spot mop daily and as needed.

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

Clean glass doors daily and as needed.

g. Floral Building

Empty and reline garbage and recycle containers during Fair hours as needed.

Vacuum carpeted areas.

Sweep and spot mop hard floors.

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

Clean glass doors daily and as needed.

h. Horse Show Stadium

i. Pre-Cleaning:

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

Daily Cleaning: Empty and reline garbage and recycle containers during Fair hours as needed.

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

Spot mop floors as needed.

Spot clean seats as needed.

ii. Post-Cleaning:

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

Empty and reline garbage containers during Fair hours.

Clean and restock restrooms.

i. Food Court

i. Pre-cleaning:

Wash all tables, benches and chairs.

ii. Fair:

Remove debris from tables, wash tables and if necessary, seats on-going daily.

Empty and reline garbage and recycle containers as needed during Fair hours.

Pick up debris and trash on ground on-going daily.

iii. Post-cleaning:

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

Wash down tables and seating surfaces.

j. Admission Gate Areas (Five Gates):

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

Wash table tops for admissions prior to Fair opening.

k. Parking Lots:

Empty and reline garbage containers daily.

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

l. Restroom and hand wash areas:

i. Pre-Cleaning:

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

ii. Fair Cleaning:

Sweep floors, and spot clean floors.

Clean all surfaces, sinks and toilets.

Clean mirrors and any waste receptacles.

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

iii. Post-Cleaning:

This will be a deep cleaning requirement.

Sweep and mop floors.

Clean all surfaces, sinks and toilets.

Clean mirrors and any waste receptacles.

Lock doors upon completion unless otherwise instructed by OSF staff.

m. Entire Grounds:

Pick up all debris on the grounds except in any caged or marked off areas housing livestock, horses, small animals and poultry.

All garbage and recycling containers will be emptied, relined and garbage deposited in the appropriate containers for all grounds and buildings.

n. **Post-Fair Cleaning:**

Pick up all debris on the grounds and all parking lots.

All garbage and recycling containers are to be emptied and cardboard containers broken down and recycled. Any used cardboard in satisfactory condition should be broken down and placed on a pallet. Unused cardboard containers should be broken down and placed on a pallet.

o. **Carnival Midway:**

Pick up garbage and debris on the carnival lot on the south end of the Oregon State Fairgrounds daily and as needed.

Empty garbage and recycle containers and re-line boxes. Dispose sacks of garbage in the appropriate garbage dumpsters assigned to the Carnival.

Pick up garbage on and around carnival picnic tables, clean and disinfect carnival picnic table surfaces daily and as needed.

p. **Janitorial Cupboards:**

OSF will stock janitorial cupboards prior to contractor starting work. Contractor will provide daily reports of supply usage to OSF and work to contractor's best ability to control and manage excess usage, waste and or theft of supplies. Contractor will work cooperatively with OSF to insure appropriate products and quantities are ordered and delivered prior to Fair.

Contractor will minimize opening packages of janitorial supplies during the latter part of the Fair and post-Fair so OSF can easily store remaining products.

Contractor will assist OSF in storing unused products in a clean dry environment prior to contractors last day on the grounds.

q. **Contractor Camping Sites:**

OSF will provide contractor one full service RV space (with water, sewer and electric) and two camping spots which include water and electric only at published rates.

Any additional camping sites required will be paid by contractor or individual employees.

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

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

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

b. **Client Provides:**

- i. (1) - Golf cart or transportation vehicle
- ii. Radios to communicate between Fair Operations Staff and Managers
- iii. Chemicals, trash liners, large trash totes, lobby pans, brooms, mops, and mop buckets
- iv. Client provides uniform shirts for Food Court staff



ONE TIME CHARGE CONTRACT

DATE: _____ REGION: _____

FACILITY LOCATION:

BILL TO:

Client:

Client:

Address:

Address:

Contact Name:

Billing Contact Name:

Contact E-mail:

Billing Contact Email:

Phone:

Amount:

Jani-King Authorized Franchisee agrees to provide the service indicated under the Cleaning Service Specifications chart below. Jani-King Authorized Franchisee or its designated billing service company will invoice Client for the services performed, in accordance with the pricing schedule. Client agrees to pay the invoiced amount within fourteen (14) days of the last date of service included in the invoice. Any payments not received on due date shall be subject to a 10% late fee of no less than \$25.00 on outstanding balances. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, Client will not employ, hire or contract with any employees, agents, representatives or franchisees of Authorized Franchisee without prior express written consent of Authorized Franchisee.

CLEANING SERVICE SPECIFICATIONS:

JANI-KING WILL NOT BE LIABLE FOR CONDITIONS BEYOND OUR CONTROL, INCLUDING THOSE CONDITIONS THAT EXIST PRIOR TO CLEANING. Customer should be careful in the event the cleaning service specifications include floor care services, as floors may be slippery due to damp conditions.

CLIENT: _____
Authorized Signature

JANI - KING: _____
Authorized Signature

Print Name

Print Name

I have inspected the facility and acknowledge that the above service has been complete to my satisfaction.

CLIENT: _____
Authorized Signature

Print Name

FRANCHISEE: _____

NUMBER: _____

START DATE: On or Before: _____

Franchisee agrees to provide the services under the terms of this contract, according to all JANI-KING standards, procedures and policies.

FRANCHISEE: _____
Authorized Signature



Full Fairgrounds Pre-Clean/Post-Clean					
		Start Time	End Time	# of Employees	Restroom Staff
8/24/2021	Tuesday	12:00 PM	4:00 PM	10	4.0
8/25/2021	Wednesday	9:00 AM	5:00 PM	10	4.0
8/26/2021	Thursday	9:00 AM	5:00 PM	10	4.0
9/7/2021	Tuesday	9:00 AM	5:00 PM	10	4.0

L.B. Day Ampitheatre Back Stage					
Post Event Clean					
		Start Time	End Time	# of Employees	Restroom Staff
8/27/2021	Friday	9:30 PM	1:30 AM	6	3
8/28/2021	Saturday	9:30 PM	1:30 AM	6	3
8/29/2021	Sunday	9:30 PM	1:30 AM	No Concert	
8/30/2021	Monday	9:30 PM	1:30 AM	6	3
8/31/2021	Tuesday	9:30 PM	1:30 AM	6	3
9/1/2021	Wednesday	9:30 PM	1:30 AM	6	3
9/2/2021	Thursday	9:30 PM	1:30 AM	6	3
9/3/2021	Friday	9:30 PM	1:30 AM	6	3
9/4/2021	Saturday	9:30 PM	1:30 AM	6	3
9/5/2021	Sunday	9:30 PM	1:30 AM	No Concert	
9/6/2021	Monday	9:30 PM	1:30 AM	6	3

Food Court										
		1st Shift			2nd Shift			Post Closing Clean		
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees	Start Time	End Time	# of Employees
8/27/2021	Friday	10:00 AM	6:00 PM	3	6:00 PM	11:00 PM	3	11:00 PM	1:00 AM	3
8/28/2021	Saturday	10:00 AM	6:00 PM	3	6:00 PM	11:00 PM	3	11:00 PM	1:00 AM	3
8/29/2021	Sunday	10:00 AM	6:00 PM	3	6:00 PM	10:00 PM	3	10:00 PM	12:00 AM	3
8/30/2021	Monday	10:00 AM	6:00 PM	3	6:00 PM	10:00 PM	3	10:00 PM	12:00 AM	3
8/31/2021	Tuesday	10:00 AM	6:00 PM	3	6:00 PM	10:00 PM	3	10:00 PM	12:00 AM	3
9/1/2021	Wednesday	10:00 AM	6:00 PM	3	6:00 PM	10:00 PM	3	10:00 PM	12:00 AM	3
9/2/2021	Thursday	10:00 AM	6:00 PM	3	6:00 PM	10:00 PM	3	10:00 PM	12:00 AM	3
9/3/2021	Friday	10:00 AM	6:00 PM	3	6:00 PM	11:00 PM	3	11:00 PM	1:00 AM	3
9/4/2021	Saturday	10:00 AM	6:00 PM	3	6:00 PM	11:00 PM	3	11:00 PM	1:00 AM	3
9/5/2021	Sunday	10:00 AM	6:00 PM	3	6:00 PM	11:00 PM	3	11:00 PM	1:00 AM	3
9/6/2021	Monday	10:00 AM	6:00 PM	3	6:00 PM	10:00 PM	3	10:00 PM	12:00 AM	3

Fairgrounds Trash Pickers/Runners											
		1st Shift			2nd Shift			Post Closing Clean			
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees	Start Time	End Time	# of Employees	Restroom Staff
8/27/2021	Friday	11:00 AM	6:00 PM	10	6:00 PM	11:00 PM	14	11:00 PM	1:00 AM	14	2
8/28/2021	Saturday	11:00 AM	6:00 PM	10	6:00 PM	11:00 PM	14	11:00 PM	1:00 AM	14	2
8/29/2021	Sunday	11:00 AM	6:00 PM	10	6:00 PM	10:00 PM	10	10:00 PM	12:00 AM	10	2
8/30/2021	Monday	11:00 AM	6:00 PM	8	6:00 PM	10:00 PM	10	10:00 PM	12:00 AM	10	2
8/31/2021	Tuesday	11:00 AM	6:00 PM	8	6:00 PM	10:00 PM	10	10:00 PM	12:00 AM	10	2
9/1/2021	Wednesday	11:00 AM	6:00 PM	8	6:00 PM	10:00 PM	10	10:00 PM	12:00 AM	10	2
9/2/2021	Thursday	11:00 AM	6:00 PM	8	6:00 PM	10:00 PM	10	10:00 PM	12:00 AM	10	2
9/3/2021	Friday	11:00 AM	6:00 PM	8	6:00 PM	11:00 PM	14	11:00 PM	1:00 AM	14	2
9/4/2021	Saturday	11:00 AM	6:00 PM	10	6:00 PM	11:00 PM	14	11:00 PM	1:00 AM	14	2
9/5/2021	Sunday	11:00 AM	6:00 PM	10	6:00 PM	11:00 PM	14	11:00 PM	1:00 AM	14	2
9/6/2021	Monday	11:00 AM	6:00 PM	10	6:00 PM	10:00 PM	10	10:00 PM	12:00 AM	10	2

Cascade Hall												
		1st Shift			2nd Shift			Post Closing Clean				
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees	Start Time	End Time	# of Employees	Restroom Staff	
8/27/2021	Friday	11:00 AM	6:00 PM	0	6:00 PM	11:00 PM	0	11:00 PM	1:00 AM	2	1	
8/28/2021	Saturday	11:00 AM	6:00 PM	0	6:00 PM	11:00 PM	0	11:00 PM	1:00 AM	2	1	
8/29/2021	Sunday	11:00 AM	6:00 PM	0	6:00 PM	10:00 PM	0	10:00 PM	12:00 AM	2	1	
8/30/2021	Monday	11:00 AM	6:00 PM	0	6:00 PM	10:00 PM	0	10:00 PM	12:00 AM	2	1	
8/31/2021	Tuesday	11:00 AM	6:00 PM	0	6:00 PM	10:00 PM	0	10:00 PM	12:00 AM	2	1	
9/1/2021	Wednesday	11:00 AM	6:00 PM	0	6:00 PM	10:00 PM	0	10:00 PM	12:00 AM	2	1	
9/2/2021	Thursday	11:00 AM	6:00 PM	0	6:00 PM	10:00 PM	0	10:00 PM	12:00 AM	2	1	
9/3/2021	Friday	11:00 AM	6:00 PM	0	6:00 PM	11:00 PM	0	11:00 PM	1:00 AM	2	1	
9/4/2021	Saturday	11:00 AM	6:00 PM	0	6:00 PM	11:00 PM	0	11:00 PM	1:00 AM	2	1	
9/5/2021	Sunday	11:00 AM	6:00 PM	0	6:00 PM	11:00 PM	0	11:00 PM	1:00 AM	2	1	
9/6/2021	Monday	11:00 AM	6:00 PM	0	6:00 PM	10:00 PM	0	10:00 PM	12:00 AM	2	1	

Jackman Long Building Columbia Hall												
		1st Shift			2nd Shift			Post Closing Clean				
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees	Start Time	End Time	# of Employees	Restroom Staff	
8/27/2021	Friday	11:00 AM	6:00 PM	3	6:00 PM	11:00 PM	4	11:00 PM	1:00 AM	3	4	
8/28/2021	Saturday	11:00 AM	6:00 PM	3	6:00 PM	11:00 PM	4	11:00 PM	1:00 AM	3	4	
8/29/2021	Sunday	11:00 AM	6:00 PM	3	6:00 PM	10:00 PM	4	10:00 PM	12:00 AM	3	4	
8/30/2021	Monday	11:00 AM	6:00 PM	3	6:00 PM	10:00 PM	4	10:00 PM	12:00 AM	3	4	
8/31/2021	Tuesday	11:00 AM	6:00 PM	3	6:00 PM	10:00 PM	4	10:00 PM	12:00 AM	3	4	
9/1/2021	Wednesday	11:00 AM	6:00 PM	3	6:00 PM	10:00 PM	4	10:00 PM	12:00 AM	3	4	
9/2/2021	Thursday	11:00 AM	6:00 PM	3	6:00 PM	10:00 PM	4	10:00 PM	12:00 AM	3	4	
9/3/2021	Friday	11:00 AM	6:00 PM	3	6:00 PM	11:00 PM	4	11:00 PM	1:00 AM	3	4	
9/4/2021	Saturday	11:00 AM	6:00 PM	3	6:00 PM	11:00 PM	4	11:00 PM	1:00 AM	3	4	
9/5/2021	Sunday	11:00 AM	6:00 PM	3	6:00 PM	11:00 PM	4	11:00 PM	1:00 AM	3	4	
9/6/2021	Monday	11:00 AM	6:00 PM	3	6:00 PM	10:00 PM	4	10:00 PM	12:00 AM	3	4	

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

		1st Shift			2nd Shift			Post Closing Clean			
		Start Time	End Time	# of Employees	Start Time	End Time	# of Employees	Start Time	End Time	# of Employees	Restroom Staff
8/27/2021	Friday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	5	9:00 PM	10:00 PM	3	8
8/28/2021	Saturday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	5	9:00 PM	10:00 PM	3	8
8/29/2021	Sunday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	5	9:00 PM	10:00 PM	3	8
8/30/2021	Monday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	Livestock Turn Over			3	8
8/31/2021	Tuesday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	5	9:00 PM	10:00 PM	3	8
9/1/2021	Wednesday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	5	9:00 PM	10:00 PM	3	8
9/2/2021	Thursday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	Livestock Turn Over			3	8
9/3/2021	Friday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	Livestock Turn Over			3	8
9/4/2021	Saturday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	5	9:00 PM	10:00 PM	3	8
9/5/2021	Sunday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	5	9:00 PM	10:00 PM	3	8
9/6/2021	Monday	11:00 AM	6:00 PM	5	6:00 PM	9:00 PM	5	9:00 PM	10:00 PM	3	8

Main Office				Staffing Breakdown	
		Post Closing Clean		1st Shift Total # of Employees	21
		Start Time	End Time	# of Employees	
8/27/2021	Friday	11:00 PM	1:00 AM	2	2nd Shift Total # of Employees
8/28/2021	Saturday	11:00 PM	1:00 AM	2	Post Event Total # of Employees
8/29/2021	Sunday	10:00 PM	12:00 AM	2	Restroom Staff # of Employees
8/30/2021	Monday	10:00 PM	12:00 AM	2	
8/31/2021	Tuesday	10:00 PM	12:00 AM	2	
9/1/2021	Wednesday	10:00 PM	12:00 AM	2	
9/2/2021	Thursday	10:00 PM	12:00 AM	2	
9/3/2021	Friday	11:00 PM	1:00 AM	2	
9/4/2021	Saturday	11:00 PM	1:00 AM	2	
9/5/2021	Sunday	11:00 PM	1:00 AM	2	
9/6/2021	Monday	10:00 PM	12:00 AM	2	





Oregon State Fair Council Meeting – July 22, 2021

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

Discussion and action regarding Contract for Independent Contractor Services for 2021
Oregon State Fair Landscaping by Green Acres Landscape, Inc.



Contract For Independent Contractor Services For Landscaping By Green Acres Landscape, Inc.

- I. **Parties.** This Contract (“Contract”) is between the Oregon State Fair & Exposition Center (“OSFEC”) and Green Acres Landscape, Inc. (“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.** OSFEC shall pay Contractor \$71,064.00 in arrears, upon monthly invoice from Contractor; plus \$47,376.00 value of Partnership Trade Benefits as described in a separate Letter of Agreement between the parties, attached as Exhibit C. Payment for an amount not to exceed \$71,064.00 for completing all Services required under this Contract.
- VII. **Basis of Payment.** OSFEC will pay Contractor all amounts due under this Contract by monthly invoices in arrears. Invoices shall indicate hours worked per day and a general statement per day of activities associated with the Services under this Contract. The Parties shall send the invoices and payments to the respective address listed in Section IX. Contractor shall submit to OSFEC Contractor’s W-9 with this contract. Failure of the Contractor to submit a valid W-9 will result in delayed contracting and/or payment.
- VIII. **General Payment Provisions.** OSFEC shall not pay for any Services performed before the effective date or after the termination date of this Contract unless mutually agreed upon in writing.
- IX. **Notices.** Except as otherwise expressly provided in the Contract, any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, to the Contractor’s Authorized Representative or OSFEC’s Authorized representative at the address, email address, or fax number set forth below.
 - a. **OSFEC Authorized Representative**
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**
Rich Kansky
Green Acres Landscape, Inc
P.O. Box 3230
Salem, OR 97310
503-399-8066
Rich@greenacreslandscapeinc.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, Director/CEO

Green Acres Landscape, Inc
 Rich Kansky

Phone: 971-701-6573

503-399-8066

Email: kgrewe-powell@oregonstatefair.org

rich@greednacleslandscapeinc.com

Authorized Signature

Date

Authorized Signature

Date

ADDITIONAL TERMS and CONDITIONS

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

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

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

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

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

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

13. Termination.

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

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

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

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

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

OSFEC CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

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

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

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

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

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

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

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

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

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

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

EXHIBIT A - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The certificate must:

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

**EXHIBIT B – CONTRACTOR SERVICES
2021 Green Acres Landscape Scope of Work**

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. LANDSCAPING MAINTENANCE

- Landscaping maintenance
- Turf mowed weekly (as needed in the winter)
- Turf edged bi-weekly year-round, soft & hard edges
- Fertilize every 8 to 10 weeks with slow release fertilizer
- Weed control in spring, summer and fall
- Patios, walks and curbs blown off every visit
- Parking lots cleaned as needed, following sweeper services
- Clippings, weeds, leaves and debris raked and removed
- Prune shrubs twice per year, more if needed
- Fertilize shrubs in spring and summer
- Hand prune rhododendrons
- Prune ornamental trees which can be reached from ground level once per year.
- Timers set and turned on in summer, turned off in winter
- Sprinkler heads adjusted to properly water zones
- Weekly mowing, raking, weed control, shrub pruning, and blowing of walkways and curb lines (Interior of fairgrounds and along 17th St., Sunnyview and Silverton Rd.)
- Bi-weekly edging of same areas
- Turf fertilizer, pre-emergent and post emergent included in this contract.

3. COMPENSATION SCHEDULE

Payment Schedule	Scheduled Value	Trade *	Net Cost
January	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
February	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
March	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
April	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
May	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
June	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
July	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
August	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
September	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
October	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
November	\$ 9,870.00	\$ 3,948.00	\$ 5,922.00
December	<u>\$ 9,870.00</u>	<u>\$ 3,948.00</u>	<u>\$ 5,922.00</u>
	\$ 118,440.00	\$ 47,376.00	\$ 71,064.00

* Trade: 40% Per Month - See Exhibit C – Partnership Benefit Trade.