

**AGREEMENT FOR PROFESSIONAL SERVICES FOR SANTA ROSA VETERANS  
BUILDING AND PARKING AREAS**

PSA-SPI-2023-001

This Agreement for Professional Services ("Agreement"), dated and effective as of July 1, 2023 (the "Effective Date") is made by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (hereinafter "County") and **SONOMA COUNTY FAIR & EXPOSITION, INC.**, a California non-profit corporation (hereinafter "Consultant"). County and Consultant are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

**RECITALS**

**WHEREAS**, Consultant represents that it is a duly qualified *Event Services Management company*, experienced in the *management of one time and recurring special events* at the Santa Rosa Veterans Memorial Building and associated parking areas (collectively, the "Building") as further shown on **Exhibit A**, attached hereto and incorporated herein by reference, and related services;

**WHEREAS**, Consultant previously provided event services for the Building under an agreement signed with the County dated June 5, 2018 ("Prior Services Agreement") and in the judgment of the County it is necessary and desirable to employ the services of Consultant for the management of the Santa Rosa Veterans Memorial building and the events held there; and

**WHEREAS**, it is the mutually held objective of the Parties to enter into this Agreement to provide for the management and operation of the Building for qualifying Veterans organizations to meet, a venue for other Veterans-related events, a venue for a wide range of public and private events, a community events center for use by the general public as administered by Consultant; and other uses and reservations as specifically provided for in this Agreement, and a venue for County business, all while maximizing the Building's value to the community.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

**AGREEMENT**

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the specified services as described in the "**Specified Consultant Services**" set forth more particularly at **Exhibit B-1**

within the times or by the dates provided below and pursuant to Article 7, Prosecution of Work.

### 1.2 County Obligations; Reserved Rights.

- a. County shall perform all building maintenance at the Building at no charge to Consultant. County shall pay all utility charges for operation of the Building.
- b. Consultant may utilize the Building's parking areas for events occurring at the Fairgrounds which may require additional parking. County shall not charge Consultant for use of parking areas in said circumstances, and that any fees collected for such parking by Consultant for the County Fair operations, shall not be treated as revenue and are not subject to reconciliation hereunder. Fees charged by Consultant in connection with reservations and other bookings at the Veterans Building for third party events which, by their nature, occur within or require use of the parking area use shall be treated as revenue hereunder, such as farmer's markets.
- c. County shall pay Consultant for its services provided as set forth in Section 2 below.
- d. County reserves the right to use all or a portion of the Building, in the event of emergency or disaster such as flood, earthquake or pandemic health emergency, temporary homeless shelter program, cooling centers, power safety shut off community support center, or other similar urgent response needs ("Emergency Event(s)"), as determined by County. Due to such Emergency Event(s), it may be necessary to cancel all, or a portion of, scheduled activities during the period(s) immediately preceding the onset of a disaster, during a disaster, and/or the recovery period after the disaster. Consultant shall not be obligated for any expenses related to County's use of the utilized portion of the Building in support of an Emergency Event(s), nor shall County be liable to Consultant for any cost, expense, reimbursement, or other consideration related to any cancelled or postponed event or activity previously scheduled by Consultant. In no event shall County be liable to any third party due to any event cancellation, postponement, or change due to an Emergency Event.
- e. County authorizes Consultant to enter into license and rental agreements on behalf of the County in furtherance of the scope of work described in Exhibit B-1. Such agreements shall be substantially in the form attached as Exhibit D, though changes may be approved from time to time for specific events with approval from the County, acting by and through its assigned County Counsel for this purpose.
- f. County, acting by and through any of its departments, may reserve and use the Building, or any portion thereof, free of charges that would otherwise be due to the County. Consultant shall not require County departments (e.g. Human Resources, Permit Sonoma, etc.) to use the standard license form attached hereto. Rather, County departments may use the Building on such terms and conditions as may be approved by County in writing. Consultant shall notify County of all requests for County departmental use and County shall confirm or deny the request in a timely fashion.

### 1.3 Performance Standard.

a. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement.

b. Consultant shall operate the Building and deliver the specified services consistent with County of Sonoma Veterans Memorial Building Use Policy dated as of September 18, 2018 ("Veterans Use Policy"), as may be amended, which policy is attached hereto and incorporated herein by reference as **Exhibit B-2**.

c. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

d. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (i) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (ii) require Consultant to repeat the work at no additional charge until it is satisfactory; (iii) terminate this Agreement pursuant to the provisions of **Article 4**; or (iv) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change the chief executive officer, chief operating and financial managing officers, as the same are deemed key personnel, without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ all appropriate personnel to carry out the specified services hereunder, including, without limitation staff to perform: business development, booking and reservation coordination, and event production activities.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

## 2. Payment.

### 2.1 Management Fee; Reconciliation of Expenses and Revenue.

2.1.1 Monthly Fee. Consultant shall be paid a (lump sum) monthly management fee of Ten Thousand Dollars (\$10,000.00) (“Management Fee”) regardless of the number of hours or length of time necessary for Consultant to complete the services.

2.1.2 At the end of each financial year quarter, a reconciling payment shall be made by either Consultant (should revenues exceed expenses) or County (should expenses exceed revenues).

2.1.3 Consultant shall be permitted to deduct only the acceptable expenses as set forth in **Exhibit C-1**. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services, except as provided in **Exhibit C-1**.

2.1.4 The Management Fee shall not be considered "revenue" to Consultant for the purposes of calculating reconciliation payments.

2.1.5 Consultant shall not take a profit on time or materials expenses.

2.2 Submission of Invoices. Upon completion of services delivered for each quarter, and within sixty (60) days thereafter, and upon reconciliation of revenues and expenses, Consultant shall submit an invoice for payment of expenses payable in a form approved by County's Auditor and the Head of the County Department receiving the services. The invoices shall identify the expenses and provide detailed back up documentation for any amounts sought to be reimbursed. These invoices shall include janitorial supplies that County receives upon purchase of same by Consultant, amongst other invoices.

2.3 Timing of Payment. Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.4 Overpayment. If County overpays Consultant for any reason, Consultant agrees to return the amount of such overpayment to County or, at County’s option, permit County to offset the amount of such overpayment against future payments owed to Consultant under this Agreement or any other agreement.

2.5 State Required Tax Withholding. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent (7%) of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

- a. If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made.
- b. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material

change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts.

- c. Forms should be sent to the County pursuant to **Article 12**. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. **Term of Agreement.** The term of this Agreement shall be one (1) year from July 1, 2023 to June 30, 2024, and may be extended with two (2) additional (1) one-year terms at County's election, and with agreement of Consultant, unless terminated earlier in accordance with the provisions of **Article 4** below.

#### 4. **Termination.**

##### 4.1 **Termination Without Cause.**

a. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days prior written notice to Consultant.

b. Consultant may terminate this Agreement by giving County ninety (90) days' prior written notice of such termination.

##### 4.2 **Termination for Cause.**

Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

##### 4.3 **Delivery of Work Product and Final Payment Upon Termination.**

In the event of termination, Consultant, within fourteen (14) days following the date of termination, shall

- a. deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement;
- b. shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination; and
- c. transfer to County all deposits then held by Consultant in connection with any and all events and reservations, including room or space reservation deposits, and cleaning deposits, together with an accounting and explanation of Consultant's return or refund of all or a portion of such deposits prior to the date of termination.

4.4 **Payment Upon Termination.** Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total

payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to **Section 4.2**, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Director of Sonoma County Public Infrastructure (“SPI”) or its designee, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County. Consultant's Chief Executive Officer shall have the right to terminate this agreement on behalf of the Consultant.

5. Indemnification.

5.1 The indemnity provisions set forth of that certain agreement between the County of Sonoma and the Sonoma County Fair & Exposition, Inc. entered into as of October 1, 2021, shall apply to this Agreement as if stated herein and modified to apply to the activities and places under this Agreement.

6. Insurance. The insurance provisions set forth of that certain agreement between the County of Sonoma and the County of Sonoma Fair & Exposition entered into as of October 1, 2021, regarding use and operation of the County Fairgrounds by the Sonoma County Fair & Exposition shall apply to this Agreement as if stated herein and modified to apply to the Parties, activities and places under this Agreement. However, with respect to performance of any services to be carried out by Consultant for which Consultant engages the services of a third party, Consultant shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in **Exhibit E**, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by the Parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The Parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to

adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional experience, ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The Parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Notwithstanding that Consultant is specifically authorized to enter into license agreements for use of the Building on behalf of the County, Consultant is otherwise, for all other purposes of this Agreement, not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to **Article 4**, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to

County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, (if and to the extent said ordinance is determined to apply by County Board of Supervisors), applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County.

Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, event audits and other data or documents (“Documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of the Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall within not less than ten (10) business days deliver to County all the Documents, which have not already been provided to County in such form or format, as County deems appropriate. The Documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

9.13 Prevailing Wages. [Intentionally Deleted.]

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with Parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County’s right to terminate this Agreement pursuant to **Article 4**.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Mediation of Disputes.

If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, the County and Consultant agree first to try in good faith to settle the dispute by mediation. If the Parties cannot agree on a mediator or mediation rules to use, the Parties shall use the construction industry

mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:

- i. The mediation shall be conducted in Santa Rosa, California.
- ii. Unless otherwise agreed to in writing by the Parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- iii. The Parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by email, personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: County of Sonoma  
Sonoma County Public Infrastructure  
Attn: Real Estate Manager  
2300 County Center Drive, Suite A220  
Santa Rosa, CA 95403

TO: CONSULTANT: Sonoma County Fair & Exposition  
1350 Bennett Valley Rd.  
Santa Rosa, CA 95404  
Attn: Rebecca Bartling, CEO

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by email, the notice, bill or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail (for a payment, on or before the due date); or (2) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Section.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

14.10. Counterpart; Electronic Signatures. The Parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other

transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the Parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 *et seq.*), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

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**CONSULTANT: SONOMA COUNTY  
FAIR & EXPOSITION, INC.,** a California  
non-profit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The County of Supervisors and Sonoma  
County Public Infrastructure Director and/or  
designees, are authorized to sign this  
Agreement pursuant to Board of Supervisors’  
Action dated \_\_\_\_\_, 2023.

**COUNTY: COUNTY OF SONOMA**

CERTIFICATES OF INSURANCE  
REVIEWED, ON FILE, AND APPROVED  
AS TO SUBSTANCE FOR COUNTY:

By: \_\_\_\_\_  
Department Director or Designee

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

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

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

EXECUTED BY:

By: \_\_\_\_\_  
Department Director, under authority  
granted by the Board of Supervisors

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

By: EXEMPT  
Chair, Board of Supervisors

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

ATTEST:  
EXEMPT  
Clerk of the Board of Supervisors

**Exhibit A**

Diagram of Building and Parking Areas

## Exhibit B-1

### Specified Consultant Services

#### **Consultant shall perform and deliver the following services related to Event Planning and Management:**

- a. Use its best efforts to fully rent, reserve, and license the Building, on behalf of the County of Sonoma, with the goal of maximizing the Building's economic value.
- b. Be principally responsible to handle reservations, renting for approved meetings, events, and classes and programming the Building for public use. All rental agreements with third parties shall be substantially in the form attached to this Agreement as Exhibit D.
- c. Operate the Building in a manner normally associated with operation of good quality commercial property in the area.
- d. Manage accounts receivable, and collect, to the best of Consultant's ability, all amounts due to the County, from services and rental income generated at the Building and parking areas.
- e. Pay all expenses associated with the management, reservations for, production of events and general operation of the Building, (except for utility charges and Building maintenance which is paid by County), during the term of this Agreement, in a timely fashion with a settlement of all expenses and revenues quarterly and at the end of the Agreement.
- f. Coordinate and participate with County in timely manner of the quarterly reconciliations of revenue and expenses. Approved expenses subject to potential reimbursement through reconciliation are set forth at Exhibit C-1.
- g. Prepare an income statement and a cash flow statement for each quarterly period. Provide documents to support all expenses and revenues, including copies of customer, vendor and janitorial invoices, and any items ordered through BPO process, and other support documents to be specified by County. Expenses will include a charge for the cost of Consultant's employees (consistent with the attached Exhibit C-2) providing services for the Building. However, County will not be charged and shall not be obligated to reimburse Consultant for expenses for salaries and related costs of Consultant's senior managers, including the CEO and Deputy Fair Manager.
- h. Cooperate with County and County staff in the performance of all work and services to be performed hereunder. Consultant shall participate in regular meetings.
- i. Develop, manage and execute master event logistical plan and timeline.
- j. Manage and coordinate general event logistics such as catering, venue coordination, contract, staging, entertainment, volunteers and staffing, technical equipment, representation and other relevant tasks as required.

- k. Work closely with third party users and to the extent appropriate, County staff, to ensure sound communication process and effective marketing for all events.
- l. Assign/delegate tasks to staff to ensure successful events; evaluate, analyze and report results to County after events.
- m. Create, manage and reconcile event budgets, expenses and timelines.
- n. Adhere to project timelines and budget guidelines.
- o. Undertake active marketing to fully utilize the Building and associated parking areas to maximize its economic value.
- p. Conduct potential walk through with renters and other users groups.
- q. Direct and manage staff and volunteer user groups, both pre-event and on-site.
- r. Manage relationships with event vendors.
- s. Direct and manage on-site event set up and clean-up.
- t. Ensure all applicable licenses and insurance coverage is acquired.
- u. Develop and utilize an event checklist that can be used to check, monitor and confirm the suitability of the facility for the proposed use, event or reservation.
- v. On day of events, supervise all aspects of the event and manage the logistics and onsite supervision of the event.
- w. Ensure the facility is in the proper working condition suitable to the use, event or reservation, before said use, event or reservation occurs; this includes turning on air conditioning or heating as the situation requires. If the facility is not completely in working order, Consultant shall call Fac Ops 24/7 at 1.707.565.2550, to request an emergency repair upon which County will notify an on-call mechanic and send to the location. If any system not functional, Consultant shall immediately make alternate plans to resolve the nonfunctional system this could include renting space heaters if the central heating system is not working. If no satisfactory alternative is available, Consultant shall refund the renter.
- x. Submit a post event evaluation report with recommendations for improvements or changes to the facility utilization, if requested by County.
- y. Manage and execute event debrief including analyzing users surveys as well as recommended improvements/changes.
- z. Upon receipt of a complaint during an event, Consultant shall notify County Fac Ops regardless of time of day to assess the systems functioning and if County determines that a system is not functioning correctly, County will commence an emergency repair and send an on-call mechanic to the location.
- aa. Comply with County's rules and policies as to use of the Veterans Buildings. Cooperate with veterans' organizations for continued use of portions of the Building as required by the Military and Veterans Code as required by the Military and Veterans Code. **Exhibit B-3** to this Agreement specifies veterans' organization reserved uses and related requirements. For qualified veterans and organizations, use of the

Property shall be in accordance with the provisions specified in **Exhibit B-3**. If a dispute arises concerning use by a veterans' organization which is not timely resolved to the mutual satisfaction of Consultant and a veteran entity, Consultant shall notify County of the dispute and County shall work with the Parties to resolve the dispute. Determinations made by the County through the Director of SPI or his/her designee regarding the resolution of such disputes shall be final. continued use of the auditorium and other portions of the Building for memorial services for deceased veterans pursuant to **Exhibit B-3**.

**bb.** Keep doors to the Building locked when events are not in progress.

**EXHIBIT B-2**

COUNTY VETERAN BUILDINGS USE POLICY (September 18, 2018)

See attached.

## Exhibit C-1

### **List of Acceptable Expenses Subject to Reconciliation and Potential Reimbursement**

1. The following expenses associated with the management, reservations for, production of events occurring at the Building and for general operation of the Building are subject to potential reimbursement to Consultant by County upon appropriate invoices and back up documentation:
  - a. Wages and payroll taxes for Consultant's employees and contract staff
  - b. Supplies and equipment required to operate building, including telephones and computer support
  - c. Technology and computer software and hardware
  - d. Marketing, advertising and outreach expenses
  - e. Insurance not otherwise provided by County but required by services
  - f. Permits, dues, and fees to license and operate the building
  - g. Staff Training
  - h. Costs paid for bank services
  - i. Contract Services (uniform cleaning, landscaping service, security services, pest control)
  - j. Other expenses, as agreed upon between Consultant and County
  
2. The following expenses are not subject to reimbursement:
  - a. Costs of salary and wages, payroll, taxes, insurance, workers' compensation of Consultant's executive personnel, executive officer and chief financial and operations management staff
  - b. Utilities and maintenance costs; it being understood that the County pays for general utilities and maintenance for the Building
  - c. Costs of electronic data processing equipment for data processing provided by computer service companies for Consultant's home office or general accounting office services
  - d. Costs of bookkeeping relating to the Building
  - e. Bad debt expense

**Exhibit C-2**

**Consultant staff reimbursement rates**

**To be attached**

**Exhibit D**

**APPROVED FORM FOR CONSULTANT USE**

**To be Attached**

**Exhibit E**

**Insurance Applicable to Third Parties Hired by Consultant**

**To be Attached**