

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

PSA-SPI-2026-7

This Agreement for Professional Services ("Agreement"), dated and effective as of July 1, 2026 (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 July 1, 2023 ("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 Eleven Thousand Two Hundred Dollars (\$11,200.00) (“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, 2026, to June 30, 2027, 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 in the then current agreement between the County of Sonoma and the Sonoma County Fair & Exposition, Inc., regarding use and operation of the County Fairgrounds by the Sonoma County Fair & Exposition applicable to said matters, 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 in the then current agreement between the County of Sonoma and the County of Sonoma Fair & Exposition, 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 400 Aviation Blvd., Suite 100 Santa Rosa, CA 95403 SPI-RealEstate@sonomacounty.gov
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TO: CONSULTANT:	Sonoma County Fair & Exposition 1350 Bennett Valley Rd. Santa Rosa, CA 95404 Attn: Matthew Daly, CEO Matthew.Daly@sonomacounty.gov
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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 June 2, 2026.

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

Date: _____

By: _____
Chair, Board of Supervisors

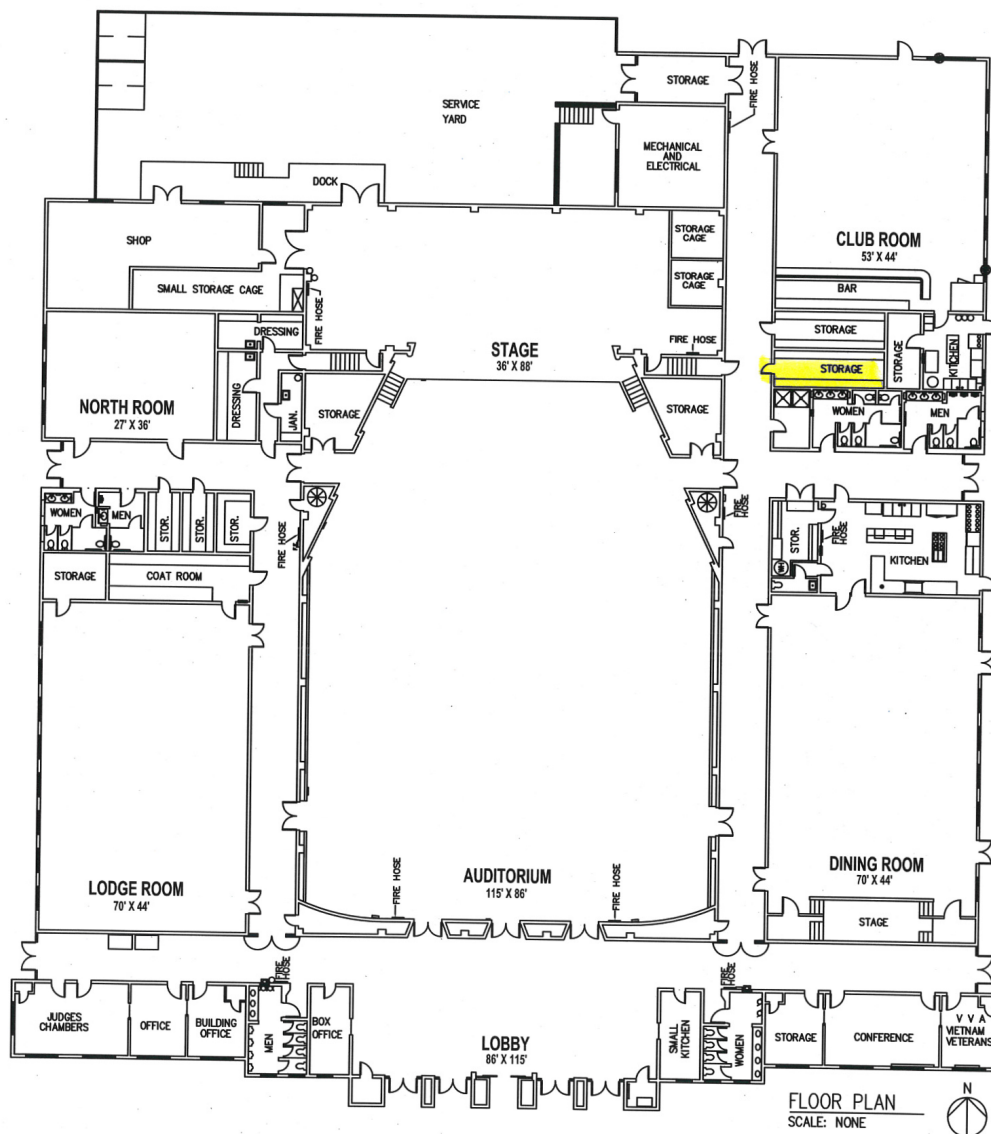
Date: _____

ATTEST:

Clerk of the Board of
Supervisors

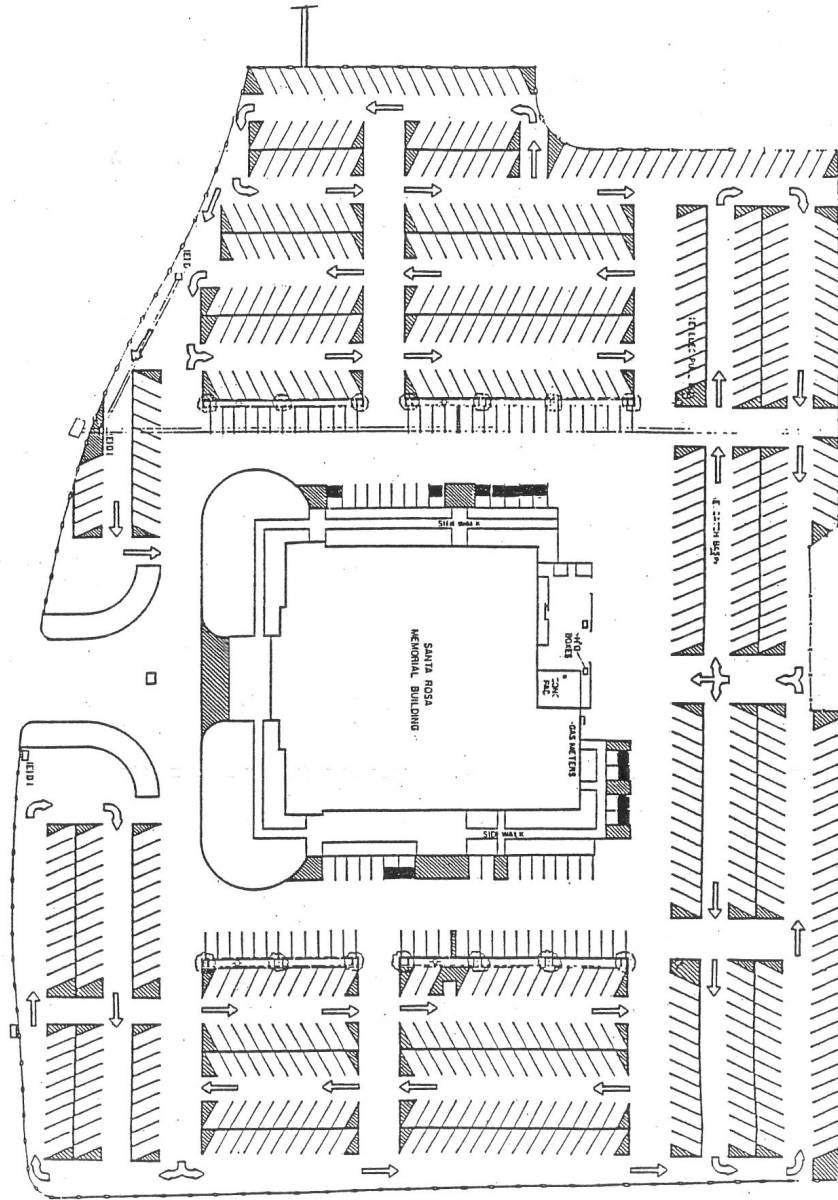
Exhibit A

Diagram of Building and Parking Areas



SANTA ROSA VETERANS MEMORIAL BUILDING
(707) 565-7176
1351 MAPLE AVENUE, SANTA ROSA CA

HIGHWAY 12



BROCKWOOD AVENUE



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 B-2

COUNTY VETERANS BUILDINGS USE POLICY As of September 18, 2018

The County owns and controls seven Veterans Memorial building facilities and provides these facilities to Veterans groups, community organizations and the public for beneficial use of the buildings, equipment, and parking areas. This Policy establishes guidelines regarding use of the Veterans facilities by Veterans organizations and associations (as defined in the California Military and Veterans Code) ("Veterans Associations" or "VSO") and clarifies the applicability of reservation rental rates, equipment use, event set-up, custodial services, event staffing support, parking, and fee waiver procedures. This Policy adopted by the Board of Supervisors on September 18, 2018, shall apply at all County Veterans facilities, whether managed by County directly or by any third party.

I. SCHEDULING

- A. To best ensure the benefits of the reserved uses provided for herein, Veterans associations shall annually submit reservations and any changes to their previously scheduled reservations for all Veterans association meetings and events. To ensure room availability and avoid potential reservation conflicts, each Veterans facility shall maintain a reservation management system (which may be online) and require all users to submit reservation forms for all uses. All regular business meetings and events will be booked into the reservation management system to ensure there are no scheduling conflicts. Reservations shall be completed by each of the respective Veterans associations and confirmed by the building representatives of the Veterans Advisory Board, and furnished to the respective Veterans facility booking office ("Booking Office") by November 10 for the upcoming year. By November 30 each year, the facility Booking Office will provide a confirmation of all Veterans reservations for the coming year. Reservations will not be accepted more than three years in advance of an event.
- B. In the event, due to unforeseen circumstances, that a change to an existing reservation(s) is required or additional reservation(s) are desired or become necessary, a Veterans association shall submit requested changes/additions to the Booking Office to determine availability of facility. Veterans associations, business meetings and memorials shall always have priority scheduling over other unscheduled uses, except when the facility is being used for disaster response or other County-determined emergency activities. Other Veterans association events shall have priority booking over public event scheduling requests received at the same time.

- C. Notwithstanding any reservation for Veteran use, the remainder of each facility may be separately reserved and used by other users if County and/or the Booking Office determines that the other use will not interfere with the Veterans use.

II. VETERANS EVENTS -- FEES

A. Patriotic and Meeting Events

1. Veterans associations shall not be charged a building use fee for use of the Veterans facilities for regularly-scheduled meetings, social events restricted to members, family, and invited guests, or commemoration ceremonies and memorial services for deceased veterans.
2. Veterans associations shall not be charged a building use fee for use of the Veterans facilities (or for any parking areas therefor) for events on nationally- recognized patriotic event days as identified in Appendix A and for other events in line with the group's patriotic purposes. "*Patriotic purposes*" shall mean events primarily and principally involving celebration and promotion of the United States of America, the armed forces, and/or associated themes. "Patriotic purposes" shall not include other fraternal and/or benevolent activities or events not principally celebrating or promoting the United States of America, the armed forces, and/or associated themes, such as general philanthropic events, fundraisers, or festivals. No building use fees will be charged on these patriotic event days or events.
3. Facility spaces shall be provided for free in as-is condition in standard set-up arrangement. If the meeting or event requires the use of extra building equipment (such as tables, chairs, or service items), extra janitorial services, and/or other extra County staff or contracted resources for additional set-up/take down, then the applicable general rates will be charged for these expenses.
4. For all such events, the sponsoring Veterans' association must execute a reservation form and license Agreement and provide Proof of Insurance.

B. Benevolent or Fraternal Events

1. General benevolent and/or fraternal events conducted or sponsored by a Veterans association, such as general philanthropic fundraisers or festivals open to the general public, shall be subject to payment of a building use fee and all other County equipment and staff rates.
2. Unless a "patriotic" or meeting event as allowed for free by Section II, A. above, all events where general admission or any other gate fee is charged shall be subject to payment of a building use fee.
3. Notwithstanding any of the foregoing, for Veterans association events (including

those open to the general public, and where general admission is charged) for the purpose of fundraising to benefit Veterans and their families, no building use fees will be charged.

4. If the event requires the use of building equipment (such as tables, chairs or service items), janitorial services, and/or other County staff or contracted resources for set-up/take down, then the applicable general rates will be charged for these expenses.
5. For all such events, the sponsoring Veterans' association must execute a reservation form and license Agreement and provide Proof of Insurance. The general public Booking Procedure shall apply to such events, including for booking priority, deposits, and cancellation requirements.

C. Individual Veteran (Non-Association) Uses

1. Use of a Veterans facility by an individual Veteran for personal use (*i.e.*, an event not directly related to a Veterans association), such as weddings, birthdays, anniversaries, or otherwise private events, will be charged the current building use fee, less 50%.
2. If the event requires the use of building equipment (such as tables, chairs, kitchen or service items), janitorial services, and/or other County staff or contracted resources for set-up/take down, then the applicable general rates will be charged for these expenses.
3. For all such events, the individual Veteran must execute a reservation form and License Agreement and provide Proof of Insurance. The general public Booking Procedure shall apply to such events, including for booking priority, deposits, and cancellation requirements.

D. Fee Waivers

1. Nothing in this Policy modifies or precludes County's ability, in its sole discretion though the Board of Supervisors, to approve fee waiver(s) for any particular use of any Veterans facility, in accordance with County's fee waiver general policy.

II. ALCOHOL LICENSE REQUIREMENT

- A. All Veterans and associations shall comply with all applicable laws and regulations pertaining to alcohol at the Veterans facilities, including any requirements to obtain a California Department of Alcoholic Beverage Control One-Day Special Events License for

events open to the general public where alcohol is to be served (unless otherwise covered by existing or other ABC license).

- B. Security is required for all events open to the public where alcohol is to be served, including for all events outside of designated Veterans lounges.

III. ROOM SET-UP/ TAKE DOWN AND RELATED ACTIVITIES

The County of Sonoma Facilities Operations building management (or contracted third parties) shall be responsible for the upkeep, functionality, and other operational aspects of all the Veterans facilities, to include routine janitorial cleaning, room set-up and take down configurations, post-event return of venue to pre-event configuration, and routine facility security.

IV. CANCELLATIONS OF MEETINGS OR EVENTS

Notice must be provided to the Booking Office of any cancellation of any meeting or event at least 7 days prior to the scheduled date of the meeting or event. Failure to timely provide the required notice of cancellation may result in the scheduling party being charged a fee for set-up and take-down.

V. SECURITY AT EVENTS OPEN TO THE GENERAL PUBLIC

Each scheduling party shall provide security for their events, at levels and according to other terms and conditions as may be required by County and/or the respective facility Booking Office.

INSERT APPENDIX A

List of Patriotic Holidays and Dates for 2026-27

MILITARY AND VETERANS CODE - MVC

DIVISION 6. VETERANS BUILDINGS, MEMORIALS, AND CEMETERIES [1170 - 1480]

(Heading of Division 6 amended by Stats. 1999, Ch. 604, Sec. 1.)

CHAPTER 1. Memorial Districts [1170 - 1259]

(Chapter 1 enacted by Stats. 1935, Ch. 389.)

ARTICLE 2. Management [1190 - 1208]

(Article 2 enacted by Stats. 1935, Ch. 389.)

1190.

Every district shall be a public corporation, have perpetual succession, and may:

- (a) Sue and be sued in all actions and proceedings in all courts and tribunals of competent jurisdiction.
- (b) Adopt a seal and alter it at pleasure.
- (c) Call upon the district attorney for legal advice and assistance in all matters concerning the district.
- (d) Make contracts, employ labor, and do all acts necessary or convenient for the full exercise of any of the powers of the district.

(Enacted by Stats. 1935, Ch. 389.)

1190.5.

A district may destroy a record pursuant to Chapter 7 (commencing with Section 60200) of Division 1 of Title 6 of the Government Code.

(Added by Stats. 2005, Ch. 158, Sec. 26. Effective January 1, 2006.)

1191.

(a) Every district may do all of the following:

- (1) Provide and maintain memorial halls, assembly halls, buildings, or meeting places, together with suitable indoor and outdoor park and recreation facilities, including swimming pools, picnic areas, and playgrounds, for the use of persons or organizations other than veterans, pursuant to paragraphs (8) and (9), and veteran soldiers, sailors, and marines who have honorably served the United States in any wars or campaigns recognized by law for the purposes of Section 3 of Article XIII of the California Constitution, or for the use of patriotic, fraternal, or benevolent associations of those persons. However, no district shall provide and maintain indoor and outdoor park and recreation facilities, including swimming pools, picnic areas, and playgrounds, unless these projects have been approved by a majority of the voters at either the general district election or at a special election called for that purpose. The question of whether the district shall provide and maintain indoor and outdoor park and recreation facilities may be submitted to the registered voters of the district by the board on its own motion and shall be submitted by the board upon petition signed by 8 percent of the registered voters of the district, at either the general district election or at a special election called for that purpose. If submitted at a special election, the

election shall be called, conducted, governed, and regulated in the same manner as the general district election.

All plans for indoor and outdoor park and recreation facilities, including swimming pools, picnic areas, and playgrounds, shall be approved initially by the board of supervisors.

(2) Purchase, receive by donation, condemn, lease, or acquire real or personal property necessary or convenient for the construction or maintenance of halls, buildings, meeting places, and facilities, and improve, preserve, manage, and control these facilities.

(3) Purchase, construct, lease, build, furnish, or repair halls, buildings, meeting places, and facilities upon sites owned or leased by the district or made available to the district, and provide custodians, employees, attendants, and supplies for the proper maintenance, care, and management of those halls, buildings, meeting places, and facilities.

(4) Furnish sites for halls, buildings, meeting places, or facilities, to be built either by the district or by or for patriotic, fraternal, or benevolent associations of veterans, if the funds for these sites are supplied by the district or from other sources.

(5) Enter into agreements with county, municipal, school, park, or other public authorities or agencies conveying, leasing, or making available to the district, either gratuitously or for compensation, sites upon public land for the construction, maintenance, and management by the district of assembly or memorial halls, buildings, meeting places, or facilities, and construct and maintain on those sites halls, buildings, meeting places, or facilities.

(6) Sell or lease any district property to the highest responsible bidder, as determined by the board, except as provided by Section 1191.3. The board shall, prior to any sale, make a call for bids and advertise that call pursuant to Section 6062 of the Government Code in a newspaper of general circulation in the district, inviting sealed bids for the sale or lease of the property. The board may either accept the highest responsible bid or reject all bids. The board may require the successful bidder to file with the board good and sufficient undertaking to be approved by the board to insure faithful performance of the contract of sale or lease. No sale or lease shall be transacted, however, if a petition has been filed with the board requesting it not to enter into the sale or lease of the property.

The petition shall have affixed to it, as petitioners, the signatures, indicating place of residence and place of signing, of the registered voters of the district in a number equal to at least 10 percent of the votes cast in the district at the last preceding general election held in the state.

If the petition meets these requirements, as determined by the records of the county elections official for the county or counties in which the district is situated, the board either shall not convey the property or shall submit the matter to the registered voters of the district to be voted upon at the next primary or general

election, or at a special election called for the purpose of ratifying or rejecting the action of the district to sell or lease the property.

(7) Sell or lease any district property to any political subdivision, or portion thereof, in which the district is situated for purposes of roads, streets, or highways, or for the improvement of roads, streets, or highways, without regard to the highest responsible bidder but otherwise meeting the petition requirements of paragraph (6).

(8) Adopt, from time to time, reasonable rules and regulations for the use of halls, buildings, meeting places, and facilities by veterans or by organizations of veterans, and to allow the halls, buildings, meeting places, and facilities to be used for lawful purposes consistent with the objects of this section by persons or organizations other than veterans either free of charge or for stated compensation to aid in defraying the cost of maintenance of the facilities, if that use will not unduly interfere with the reasonable use of the facilities by veterans' associations.

(9) Enter into a joint powers agreement for recreational or senior citizens' services within the district.

(b) In conformance with this section, a district may provide recreational facilities or services at any location within the district regardless of the location of district-owned facilities. A district may not increase its tax levy for the purpose of providing recreational services for persons other than veterans unless that increase is first approved by a majority of the registered voters of the district who vote upon the proposal.

(c) (1) A district may provide funding to providers of supportive services that improve the quality of life for veterans and their families. Those supportive services may include, but are not limited to, behavioral health services, counseling, social services, case management, affordable housing, and employment training and placement.

(2) A district may not use existing bond moneys for the purposes described in paragraph (1), unless either of the following circumstances apply:

(A) The voters agree to restructure existing bond moneys to authorize a district to additionally use those moneys for the purposes described in paragraph (1).

(B) The existing bond moneys are currently authorized to be used for the purposes described in paragraph (1).

(Amended by Stats. 2017, Ch. 197, Sec. 1. (AB 671) Effective January 1, 2018.)

1191.1.

(a) The Lindsay-Strathmore Memorial District may enter into a joint powers agreement with the Strathmore Public Utility District to provide for the management, maintenance, and operation of the memorial district property and

improvements located at Strathmore, California, and for the use by the public utility district of the real property and improvements owned by the memorial district for offices, maintenance, and storage facilities.

(b) This section applies only to the Lindsay-Strathmore Memorial District in Tulare County. This section is not intended to amend any of the provisions of Section 1266, and use of the Lindsay-Strathmore Memorial District property by the Strathmore Public Utility District under this section is not an abandonment of the facility by the Lindsay-Strathmore Memorial District or the veterans' organization.

(Added by Stats. 1991, Ch. 46, Sec. 1.)

1191.3.

When the district desires to sell real property that was donated to the district by a city or county, the district shall offer to reconvey it to the city or county before selling it and shall reconvey it if the city or county agrees to accept it. If the property was sold to the district by a city or county, or was given or sold by a private person, or his successors in interest as determined by the district, the district shall offer to reconvey it at the then market price as determined by it, before selling it to any other person. In any case no sale or other use of the real property shall be made which is contrary to the provisions of any instrument under which the district holds title to or any interest in the property.

(Added by Stats. 1955, Ch. 931.)

1192.

Every district may:

(a) Cause to be levied and collected in any year a special tax not to exceed three-tenths of one cent (\$0.003) on the one dollar (\$1) of assessed valuation of all the taxable property in the district, exclusive of any tax which may be required to pay the principal of and interest upon any bonded indebtedness of the district, in addition to all other taxes provided for by law upon the taxable property of the district and to be paid into a special fund in the county treasury to be known as the memorial district fund. In no event shall the tax exceed an amount that is sufficient to pay the estimated expenses of operating and maintaining the memorial district for the next year and the estimated capital outlay of the district for the next two years.

(b) Incur, through the board of supervisors, bonded indebtedness on behalf of the district for the purpose of exercising any of the powers of the district or accomplishing any of the purposes of this chapter.

(c) Cause to be levied and collected in any one year a special tax sufficient to pay the principal of and interest upon all bonded indebtedness of the district incurred as herein provided, in addition to all other taxes provided for by law or by the provisions of this chapter and to be paid into a special fund in the county treasury to be known as the memorial district bond retirement fund.

(d) Refund or retire any indebtedness that may exist against the district.

(Amended by Stats. 1959, Ch. 895.)

1192.1.

When a district is authorized to provide and maintain indoor and outdoor park and recreation facilities including swimming pools, picnic areas and playgrounds, unobligated funds of the district accumulated prior to the authorization may be used for said purposes.

(Added by Stats. 1963, Ch. 1497.)

1192.5.

A district may impose a special tax pursuant to Article 3.5 (commencing with Section 50075) of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code. The special taxes shall be applied uniformly to all taxpayers or all real property within the district, except that unimproved property may be taxed at a lower rate than improved property.

(Added by Stats. 1991, Ch. 70, Sec. 6.)

1193.

Every district may combine with the county in which it is located or with any incorporated city wholly within the county, in the accomplishment of any of the purposes of this chapter, and to that end hold jointly with such county or city any property acquired or made available for such purposes, and expend money in conjunction with such county or city in accomplishing any of the purposes hereof.

(Enacted by Stats. 1935, Ch. 389.)

1194.

The powers of the district, except as otherwise expressly provided, shall be exercised by the board of directors.

(Enacted by Stats. 1935, Ch. 389.)

1195.

The general district election shall be governed by the provisions of the Uniform District Election Law and be held in every district formed under the provisions of this chapter on the first Tuesday after the first Monday in November of each odd-numbered year.

(Amended by Stats. 1967, Ch. 29.)

1195.2.

If the board of directors of the district shall fail to take the action necessary to hold a general district election pursuant to Section 1195, the board of supervisors of the county in which the district is situated may call and hold a special election to vote

for members of the board of directors of the district. Such special election shall be held and conducted pursuant to the provisions of Section 1180, at the expense of the district. If, on the 40th day prior to the day fixed for such special election, not more than one candidate has been nominated for each office of member of the board of directors to be filled at such election, and if on the 30th day prior to the day fixed for such election, a petition signed by 5 percent of the qualified electors in the district, requesting that such election be held, has not been presented to the board of supervisors, such election shall not be held, and the board of supervisors shall appoint persons to fill such offices and shall give notice that such election will not be held, substantially as provided in Section 1195.1.

(Added by Stats. 1965, Ch. 417.)

1197.

The board shall consist of five members who shall be registered electors residing within the district or proposed district at the time of their election and shall be elected by the qualified electors of the district. A majority of the seats on the board shall be designated for veterans, as defined in Section 940. Any board seat that is so designated, but is not currently filled by a qualifying individual, shall be filled by a qualified individual at the next election at which that seat is to be filled. Members shall serve without compensation, but shall be entitled to actual and necessary expenses incurred in the performance of duties. Reimbursement for these expenses is subject to Sections 53232.2 and 53232.3 of the Government Code.

(Amended by Stats. 2005, Ch. 700, Sec. 17. Effective January 1, 2006.)

1198.

The board first elected in any district shall hold its first meeting in the meeting room of the board of supervisors commencing at ten o'clock a.m. on the first Monday following the date of declaration by the board of supervisors of the result of the special election at which the board was elected. The board shall elect one of its members president, and shall elect a secretary, and shall provide for the time and place of holding meetings and the manner in which special meetings may be called. The board may establish rules for proceedings of the board.

(Enacted by Stats. 1935, Ch. 389.)

1198.5.

(a) The secretary of every memorial district shall annually prepare a financial report signed by the board of directors containing the following information and related data in such detail as may be necessary to accurately disclose its financial condition and operations during the preceding fiscal year:

(1) Assets and liabilities at the beginning and end of the fiscal year.

(2) Receipts of any kind and the sources thereof.

(3) Disbursements of any kind and the purposes thereof, including funding distributed to providers of supportive services pursuant to subdivision (c) of Section 1191.

(4) A list of all contracts, transactions, agreements, or other obligations entered into.

(b) The board of every memorial district shall provide for the safekeeping of all records, at such places as the board may order and shall transfer such records to such boards as are subsequently elected under the provisions of this chapter.

(c) The secretary of a memorial district may exclude information included in reports prepared pursuant to Section 26909, 53891, or 53901 of the Government Code from the report required pursuant to subdivision (a).

(Amended by Stats. 2018, Ch. 183, Sec. 1. (AB 1908) Effective January 1, 2019.)

1199.

The president shall sign all contracts on behalf of the district and shall certify to the county auditor all lawful demands against the district payable from the memorial district fund and from the memorial district bond fund after such demands have first been approved by at least three members of the board. The president shall also perform any other duties imposed by the board. The secretary shall countersign all contracts on behalf of the district and perform any other duties prescribed by the board. A majority of the board shall constitute a quorum for the transaction of business, but all official acts of the board must receive the affirmative vote, signature, or approval, as the case may require, of at least three members of the board.

(Enacted by Stats. 1935, Ch. 389.)

1200.

The moneys in the several funds of the district shall be paid out by the county treasurer only upon warrants drawn by the county auditor against the appropriate district fund. The county auditor shall draw warrants against the memorial district bond retirement fund, if that fund contains sufficient moneys, and if not, then, against any other funds of the district in payment of all valid and outstanding bonds of the district at maturity and of interest coupons thereon when due, upon presentation to the county auditor of the bonds or coupons by the owners thereof.

(Amended by Stats. 1994, Ch. 114, Sec. 73. Effective January 1, 1995.)

1201.

The county auditor shall also draw warrants against the memorial district fund and against the memorial district bond fund, in payment of lawful claims against the district certified to the county auditor by the president of the board.

(Amended by Stats. 1994, Ch. 114, Sec. 74. Effective January 1, 1995.)

1202.

The board shall, annually, at least fifteen days before the first day of the month in which the board of supervisors is required by law to levy the taxes required for county purposes, furnish to the board of supervisors and to the auditor estimates in writing of the minimum amount of money required for the payment of the principal of and interest upon all bonded indebtedness of the district; and also of the minimum amount of money required by the district for any other purposes.

(Enacted by Stats. 1935, Ch. 389.)

1203.

The board of supervisors shall annually at the time of levying county taxes and until all bonded indebtedness of the district is fully paid, levy and cause to be collected by the county tax collector a tax on all taxable property in the district sufficient for the payment of the principal of and interest upon all bonded indebtedness of the district. This tax shall be known as the memorial district bond retirement tax.

(Enacted by Stats. 1935, Ch. 389.)

1204.

The board of supervisors shall in like manner and until all other expenses and claims are fully paid, levy and cause to be collected by the county tax collector a tax sufficient for the payment of all other expenses and claims of the district. This tax shall be known as the memorial district tax.

(Enacted by Stats. 1935, Ch. 389.)

1205.

The memorial district tax levied in any one year shall not exceed the rate of three-tenths of one cent (\$0.003) on each dollar (\$1) of the assessed valuation of all taxable property in the district, exclusive of any tax which may be required to pay the principal of and interest upon any bonded indebtedness of the district. In no event shall the tax exceed an amount that is sufficient to pay the estimated expenses of operating and maintaining the memorial district for the next year and the estimated capital outlay of the district for the next two years.

(Amended by Stats. 1959, Ch. 895.)

1206.

Taxes shall be paid into the county treasury to the credit of the memorial district bond retirement fund or to the credit of the memorial district fund, as the purpose of the tax determines.

(Enacted by Stats. 1935, Ch. 389.)

1207.

Taxes become delinquent at the time the county taxes become delinquent and shall bear like penalties for delinquency. All taxes shall be a lien upon all the taxable property in the district, and shall be of the same force and effect as the liens for county taxes. Their collection shall be enforced by the same means provided for the enforcement of liens for county taxes.

(Enacted by Stats. 1935, Ch. 389.)

1208.

Boards of supervisors, governing bodies of incorporated cities and school districts, and all authorities having control of public lands within this State may on behalf of the county, city, school district, park area, or public agency convey, lease, or make available to districts, either gratuitously or for compensation, sites upon lands under their control or jurisdiction, for the erection and maintenance thereon by districts of assembly or memorial halls, buildings, and meeting places, whenever in the reasonable discretion of such board, body, or authority, such sites can be so conveyed, leased, or made available without inconvenience to the interests of the particular county, city, school district, park, or public agency.

(Enacted by Stats. 1935, Ch. 389.)

MILITARY AND VETERANS CODE - MVC

DIVISION 6. VETERANS BUILDINGS, MEMORIALS, AND CEMETERIES [1170 - 1480]

(Heading of Division 6 amended by Stats. 1999, Ch. 604, Sec. 1.)

CHAPTER 2. County and City Buildings [1260 - 1266]

(Chapter 2 enacted by Stats. 1935, Ch. 389.)

1260.

As used in this chapter, unless the context otherwise indicates:

(a) "Political subdivision" means any city, county, district, or other local governmental agency.

(b) "Governing body" means the board of supervisors in the case of a county, or the city council or board of trustees or other governing board in the case of a city, district, or other local governmental agency.

(c) "Veterans association" or "veterans service organization" means any association or organization which is composed solely of persons who served honorably in time of war or in time of peace in a campaign or expedition for service in which a medal has been authorized by the government of the United States, as members of the Armed Forces of the United States, or who as citizens of the United States served honorably in time of war as members of the armed forces of any nation whose government was allied with the United States during that war, and which is organized for patriotic, fraternal, and benevolent objects.

(d) "Nonprofit veteran service agency" shall have the meaning given in Section 999.51 of the Military and Veterans Code.

(Amended by Stats. 2013, Ch. 697, Sec. 1. (SB 725) Effective January 1, 2014.)

1261.

Any political subdivision may lease any lot or building or part thereof belonging to it and not required for public use, for not exceeding 20 years, or may acquire and lease or sublease any lot or building or part thereof for not exceeding 20 years, to a veterans association, veterans service organization, or nonprofit veteran service agency organized in such political subdivision, to be used for the purposes of the veterans association, veterans service organization, or nonprofit veteran service agency. The rental shall be fixed by the governing body of the political subdivisions, and may be nominal in amount.

(Amended by Stats. 2013, Ch. 697, Sec. 2. (SB 725) Effective January 1, 2014.)

1262.

Any county may provide, maintain, or provide and maintain buildings, memorial halls, meeting places, memorial parks, or recreation centers for the use or benefit of one or more veterans associations, veterans service organizations, or nonprofit

veteran service agencies. For these purposes the board of supervisors of any county may:

- (a) Purchase, receive by donation, condemn, lease, or acquire real or personal property necessary for such buildings, memorial parks, or recreation centers, and improve, preserve, manage, and control the same.
- (b) Purchase, construct, lease, furnish, or repair such buildings, and provide custodians, employees, attendants, and supplies for the proper maintenance thereof.
- (c) Clear, grade, plant, irrigate, fence, and improve such memorial parks, or recreation centers, and provide custodians, employees, attendants, and supplies for the proper maintenance thereof.
- (d) Furnish sites for such buildings to be built by or for such organizations, and furnish sites for the erection thereon of such buildings, the funds for which shall be supplied by county authorities or from other sources. Any part or portion of any public lot, block, or park may be used for such purpose.
- (e) Levy a special tax pursuant to Article 3.5 (commencing with Section 50075) of Chapter 1 of Part 1 of Division 1 of Title 5 of the Government Code, and spend the proceeds for the purposes of this chapter.
- (f) Establish a fund for the purposes hereof, and transfer from the General Fund to such fund such moneys as the board deems necessary.
- (g) Incur, in the manner provided by law, a bonded indebtedness on behalf of the county for any of the purposes hereof.
- (h) Join with any incorporated city in the county in the accomplishment of the above purposes and to that end hold jointly with such city all property acquired, and expend money in conjunction with such city in accomplishing the above purposes. Title to any property jointly so acquired by a county and a city may at any time be conveyed by either of the joint owners to the other without consideration other than to carry out the purposes of this section.
- (i) Join with memorial districts in the purchase, acquisition, or construction of memorial halls, assembly halls, buildings, or meeting places, or in the accomplishment of any other purpose for which a memorial district has been organized, using the funds authorized to be raised by this section. Title to any property so purchased, acquired, or constructed may be taken in the name of the memorial district or jointly with the county, or the county may convey any property so acquired, purchased, or constructed to the memorial district without consideration to the county. The board of supervisors may transfer to a memorial district funds raised pursuant to this section to be expended by the district in furtherance of the purposes of the district under terms and conditions consistent with the purposes for which the funds were raised.

(Amended by Stats. 2013, Ch. 697, Sec. 3. (SB 725) Effective January 1, 2014.)

1262.1.

Not to exceed 50 percent of any funds accumulated in, transferred from or accumulated by transfer from, the General Fund pursuant to, and for any of the purposes authorized in, Section 1262 for expenditure within an area or community may be contributed to any water district, sanitation district or other district or

public agency encompassing or lying within the county for use by such district or public agency for construction or improvement of a water supply or water distribution facility or a sewage collection system or a sewage treatment facility servicing or designed to serve a community or area within such district or public agency, when it is found by a four-fifths vote of the board of supervisors to be in the best public interest and in the best interests of such community or area. The remainder of such funds so accumulated shall be expended within such community for one or more of the purposes authorized in Section 1262, and in connection therewith a plaque shall be placed and maintained in an appropriate public place commemorating veterans from and residing in the area and reciting appropriate credit for the community public facility to which such funds were contributed. The contributions authorized by this section may be made notwithstanding and independent of any other provision of law regarding or limiting county expenditures for such purpose or county contribution to such districts or agencies for expenditure for such purposes.

(Added by Stats. 1968, Ch. 1445.)

1263.

Any money which is made available by the State to any political subdivision for the purposes of acquiring and constructing public buildings may be used for the purposes of this chapter.

(Added by Stats. 1946, 1st Ex. Sess., Ch. 110.)

1264.

The governing body maintaining any facilities constructed or maintained pursuant to this chapter may provide for the use of such facilities by persons or organizations other than veterans, either free of charge or for stated compensation to aid in defraying the cost of maintenance, for any purpose not inconsistent with the continued use pursuant to this chapter, when such use will not unduly interfere with the reasonable use of the facilities by a veterans association, veterans service organization, or nonprofit veteran service agency.

(Amended by Stats. 2013, Ch. 697, Sec. 4. (SB 725) Effective January 1, 2014.)

1265.

The board of supervisors of any county may sell real property contiguous to an existing cemetery which it acquired for the purposes of Section 1262 to the owners of a private cemetery upon terms and conditions mutually agreed upon, but which shall require the buyers to use such property exclusively for the burial of veterans or widows of veterans. Sections 25524 to 25537 of the Government Code do not apply to a sale made pursuant to this section.

(Added by Stats. 1961, Ch. 1153.)

1266.

(a) Whenever a city, county, or city and county has provided, maintained, or provided and maintained any building, memorial hall, meeting place, memorial park, or recreation center for the use or benefit of one or more veterans associations, veterans service organizations, or nonprofit veteran service agencies pursuant to Section 1262 or Section 37461 of the Government Code, the provision of that facility and its acceptance by the veterans associations, veterans service organizations, or nonprofit veteran service agencies constitutes a dedication of that property to a public purpose, and the city, county, or city and county may not revoke the dedication, so long as the veterans associations, veterans service organizations, or nonprofit veteran service agencies have not violated the terms and conditions of the dedication, unless the city, county, or city and county dedicates substitute facilities or unless the veterans associations, veterans service organizations, or nonprofit veteran service agencies have either consented to the proposed city, county, or city and county action or have abandoned use of the facilities.

(b) For purposes of subdivision (a), a property shall not be considered abandoned if the veterans association, veterans service organization, or nonprofit veteran service agency is required to move from the property in order for the property to undergo seismic retrofitting or remodeling.

(Amended by Stats. 2013, Ch. 697, Sec. 5. (SB 725) Effective January 1, 2014.)

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

EXHIBIT C-2

VETS Building employee rates

<u>Position</u>	<u>Effective Date</u>	<u>Hourly Rate</u>	
VETS Ops Manager	07/01/26	34.50	
	07/01/27	tbd	
Reservations/Floor Supervisor Lead	01/06/26	24.15	merit
	04/14/26	24.40	merit
	07/01/26	25.35	merit+cola
	10/01/27	25.60	merit
	01/01/27	25.85	merit
Reservations/Floor Supervisor Assistant	01/06/26	24.15	merit
	07/01/26	25.10	merit + cola
	01/01/27	25.35	merit
Staff			
<i>Current 8 part time individuals</i>	07/01/26	23.85	LWO
<i>note *</i>	07/01/27	tbd	LWO

*note **

the individuals working event staff and janitorial roles have varied amounts of average hours depending on their individual availability and the number of events scheduled.

Exhibit D

**APPROVED FORM OF LICENSE FOR CONSULTANT USE
WITH FACILITY RENTERS**

See Attached

LICENSE AGREEMENT-- FOR INTERIM USE OF SANTA ROSA MEMORIAL VETERANS BUILDING SONOMA COUNTY FAIR & EXPOSITION, INC.

**1350 Bennett Valley Road, Santa Rosa, CA 95404
Telephone (707) 545-4200 Fax (707) 573-9342**

SONOMA COUNTY FAIR & EXPOSITION, INC. (FAIR) and (LICENSEE) hereby agree as follows:

- 1. Time for Execution.** This offer of lease is void if the Security Deposit as shown on the attached Service Order confirmation, and this agreement is not executed by LICENSEE and received by FAIR by close of business **DATE**.
- 2. Term.** FAIR hereby gives its permission, subject to all the terms and provisions of this agreement, to LICENSEE to use that portion of the premises described in SECTION 3 below for the following period: **DATE** through **DATE**.
- 3. Leased Premises.** LICENSEE is hereby permitted to use the premises of FAIR as defined per the attached Service Order Confirmation – **(INPUT RENTED AREA AT THE SANTA ROSA MEMORIAL VETERANS BUILDING OR PARKING AREAS)**
- 4. Purpose.** These premises shall be used for the following specified purpose(s), and for no other purpose without the prior written consent of the FAIR: **NAME OF CUSTOMER (INPUT EVENT) (VETS) - Vet's Building Events**
- 5. Payment.** LICENSEE hereby agrees to pay FAIR for the agreed use of the premises per the attached Service Order Confirmation, plus other rental charges for equipment, labor, security services, alcohol, additional facilities and other services as described on the attached Rental Price List. The final invoice balance due, if any, must be paid no later than 30 days after **AUTOMATES DATE HERE**.

If the above payment is based on a percentage of admission price, LICENSEE agrees that the term admission price shall mean the gross charge for admission except only any Federal Excise; and LICENSEE further agrees that it will grant no passes or unpaid admissions without the prior consent of FAIR and will keep true and accurate records of the receipts for admissions which shall be made available to FAIR upon demand.

6. Late Payment. LICENSEE agrees to pay 18% per month (APR) in finance charges for any unpaid balance over 60 days after **AUTOMATES DATE HERE**.

7. LICENSEE has read and agreed to Addendum A and hereby agrees that the terms and conditions outlined on Addendum A constitute a part of this License Agreement for the use of FAIR premises.

8. Special Provisions. Payments must be received from LICENSEE in full 30 days prior to event.

9. Indemnification: LICENSEE agrees to accept all responsibility for loss or damage to any person or entity, including FAIR and the County of Sonoma, and to indemnify, hold harmless, and release FAIR and the County of Sonoma, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including LICENSEE, that arise out of, pertain to, or relate to this LICENSE. LICENSEE agrees to provide a complete defense for any claim or action brought against FAIR and/or the County of Sonoma based upon a claim relating to LICENSEE'S performance or obligations under this Agreement. LICENSEE'S obligations under this LICENSE apply whether or not there is concurrent negligence on the part of the FAIR or the County of Sonoma, but, to the extent required by law, excluding liability due to the FAIR'S or County's conduct. FAIR and the County of Sonoma shall have the right to select their own legal counsel at LICENSEE'S expense, subject to LICENSEE'S approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for LICENSEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**SONOMA COUNTY FAIR & EXPOSITION, INC.
1350 Bennett Valley Road
Santa Rosa, CA 95404**

NAME OF CUSTOMER (VETS)

**ADDRESS
CITY STATE ZIP**

By _____

By _____

Title _____

Title _____

ADDENDUM A - License Agreement

DO NOT WRITE ON OR ALTER LICENSE AGREEMENT

10. Any additional use of Fairgrounds facilities, accessories, labor, and/or equipment is subject to charge as shown on Rental Price List. Security is the responsible for enforcing Fairgrounds regulations and protection of Fair property. Security will be contracted by the Fairgrounds, unless specified otherwise in writing. Security plan must be approved by Fairgrounds management prior to event. Any other permits or licenses are the responsibility of the LICENSEE. Fairgrounds reserve the right to designate parking.

11. **Storm Water Pollution Prevention Plan (SWPPP):** LICENSEE agrees to manage all activities associated with the event and to notify all participants regarding best management practices for the prevention of storm water pollution and run-off.

12. Absolutely NO PARKING on roadways or access ways.

13. LICENSEE at its expense shall provide insurance satisfactory to FAIR for the term of this Agreement as per attached insurance requirements hereby made part of this license agreement.

14. Security is the responsibility of the Licensee and a security plan must be approved by Fairgrounds Management before set-up of any event. Any other permits or licenses are the responsibility of the Licensee. (Fire permits, etc.)

15. LICENSEE agrees to maintain the premises of FAIR which LICENSEE is hereby permitted to use or to which LICENSEE has access by reason of this Agreement, in good condition, and to return these premises in the same condition as they were before use or access by LICENSEE, except only for ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of LICENSEE.

16. FAIR shall be permitted to enter and to inspect the licensed premises at any and all times.

17. This Agreement or any right hereunder shall not be assigned or otherwise transferred in whole or in part without the prior written consent of FAIR, and any attempt to assign or transfer shall be of no force or effect whatsoever unless and until FAIR shall have given its written consent thereto.

18. Each term and provision of this Agreement shall be deemed a condition to the right of LICENSEE to occupy or continue to occupy the premises hereby licensed. If LICENSEE shall fail to perform any material term or provision of this Agreement at the time and in the manner herein provided, FAIR may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to FAIR.

19. LICENSEE, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of FAIR or the County of Sonoma.

20. LICENSEE agrees to comply with all governmental ordinances, statutes, and rules and regulations and the rules and regulations of FAIR applicable to the activities of LICENSEE herein permitted to be conducted. LICENSEE agrees at all times to provide adequate police protection to maintain order in and about the premises permitted to be used herein or to which necessary or expedient access has been granted, and LICENSEE shall not permit a breach of the peace or any unlawful act or omission by any person in or on such premises. LICENSEE agrees to use the premises in such a manner as not to interfere with use of FAIR'S premises by other persons.

21. This Agreement does not constitute a lease, but constitutes a mere license to LICENSEE and is limited to those premises which are expressly and specifically described in the Venue Rental Proposal/Service Order Agreement/Booking Acknowledgement and to those premises only. If access routes are not specifically described herein, LICENSEE shall be entitled to use only the access route or routes designated by FAIR Management. The LICENSEE shall have no right or privilege in any respect whatsoever to use any other part of the premises of the FAIR for any purpose whatsoever.

22. Time is of the essence of every provision of this Agreement.

23. The provisions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and, subject to paragraph No. 17, the assigns of the respective parties hereto.

24. **Possessory Interest And Other Taxes:** Licensee is fully responsible for and agrees to pay all real and personal property taxes (including any tax levied on a possessory interest, as defined in California Revenue and Taxation Code Section 107 or successor statute, if applicable), general and special assessments, and other charges of every description, levied on or assessed against any and all interests held by Licensee, including personal property of Licensee located on the facilities, to the full extent incurred during the term of this Agreement. Licensee expressly recognized and understands that this Agreement may create possessory interest subject to property taxation and that Licensee may be subject to payment of property taxes levied on such interest.

Initials _____

Exhibit E

Insurance Applicable to Third Parties Hired by Consultant

See Attached

Exhibit E
Insurance Requirements

Sonoma Fair as Consultant shall require its subcontractors and agents (collectively Subcontractor”) to maintain insurance as described below.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Subcontractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Subcontractor has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Subcontractor currently has no employees, Subcontractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Subcontractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Subcontractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Subcontractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Subcontractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of Subcontractor’s ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-

- contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall cover inter-insured suits between County and Subcontractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - g. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

Automobile Liability Insurance

(Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. *(Required if Subcontractor owns vehicles.)*
- c. Insurance shall apply to all hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

Liquor Liability Insurance

(For events with alcohol.)

- a. Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; \$1,000,000 Aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Subcontractor is responsible for any deductible or self-insured retention.
- c. Required Evidence of Insurance: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference: County Sonoma -Santa Rosa Vets Building License 2023.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Subcontractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, Public Infrastructure Department, Attn: Manager, Real Estate Division, 400 Aviation Blvd., Suite 100, Santa Rosa, CA 95403.**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- e. Subcontractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Subcontractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Subcontractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Subcontractor resulting from said breach.

END OF AGREEMENT