

Lassen County Fair

“RemarkaBULL”



195 Russell Avenue
Susanville, CA 96130
Telephone (530) 251-8900
Fax (530) 251-2715
Email lcfair@co.lassen.ca.us
www.lassencountyfair.org

Jim Wolcott, Fair Manager

Date: January 28, 2020

To: David Teeter, Chairman
Lassen County Board of Supervisors

From: Jim Wolcott, Manager
Lassen County Fair

Subject: Wold Amusements Inc. 1 year Carnival Agreement

Background:

The Lassen County Fair released an RFP for its carnival operations in October of 2019, there was only one response. Prior to execution of a contract with the respondent they requested that we change the dates of our carnival. After reaching out to alternative operators we were able to locate one that had an availability for our 2020 Carnival without changing the dates.

Fiscal Impact:

\$50,000.00 guaranteed to fund 175-1751

Action Requested: Authorize the Chairman of the board to sign contract or provide direction to staff

AGREEMENT BETWEEN LASSEN COUNTY AND

Wold Amusements Inc.

THIS AGREEMENT is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and Wold Amusents Inc., a corporation with a principal place of business at 13450 Hanford Harmona Rd, Hanford, Ca 93230, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS COUNTY has need for a carnival operator and,

WHEREAS CONTRACTOR desires to provide those services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of July 1, 2020 through August 30, 2020.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall provide access to all facilities necessary for set-up and tear-down required by the CONTRACTOR.

CONTRACTOR shall:

4.1 Pay the COUNTY according to the terms of payment schedule set forth in Attachment B.

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5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Jim Wolcott, Fair Manager, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. J a s o n W o l d is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A-Services
Attachment B-Payment
Attachment C-Additional Provisions
Attachment D-General Provisions
Attachment E-No Third Party Beneficiaries

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR
Wold Amusements Inc.

Dated: _____

By: _____
Jason Wold, Owner


COUNTY
County of Lassen

Dated: _____

By: _____
Chairman – Board of Supervisors
Jeff Hemphill

Approved as to form:

Dated: 1-9-20

By:  _____
Lassen County Counsel

[1Contract Standard Professional Services Master v20150602]

ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY AND
Wold Amusements Inc.
SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

Contractor shall provide a fully operational carnival including quality rides, games, and food concessions on the 3rd Wednesday of July for 2020.

1. Rides. Contractor shall provide the following rides:

- i. Minimum of 5 Spectacular Type Rides (Giant or Century Wheel favored)
- ii. Minimum of 9 Major Type Rides
- iii. Minimum of 8 Kiddies Type Rides

Contractor shall pay Lassen County a percentage of the gross ride receipts from the operation of rides and shows of not less than 40% for presale and not less than 35% for onsite sales.

2. Substitutions: Contractor may provide substitute rides only with written permission of County. Eighty percent (80%) of all rides must be owned by contractor.

3. Game Concessions: Contractor shall supply a minimum of 8 game concessions.

4. Food Concessions: Contractor shall supply a maximum of 3 food concessions.

5. Quality: photographs of rides on those exhibits must be provided to County 45 days prior to the fair.

6. Contractor shall provide County with a list of rides, shows, games, and concessions showing owner, type, C-#, and a lot layout within 45 days of the beginning day of the fair.

END OF ATTACHMENT "A"

____ County Initials

ATTACHMENT A, Page 1

Contractor Initials _____

ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY AND
Wold Amusements Inc.
PAYMENT

CONTRACTOR shall pay COUNTY as follows:

Contractor shall provide a fully operational carnival including quality rides, games, and food concessions.

1. Contractor shall pay Lassen County a percentage of the gross ride receipts from the operation of rides and shows of not less than 40% for presale and not less than 35% for onsite sales.
2. Game Concessions: Contractor shall pay the County a flat rate of not less than \$325.00 per game.
3. Food Concessions: Contractor shall pay the County a flat rate of not less than \$425.00 per food concession.
4. Contractor agrees to a \$50,000.00 guarantee.

END OF ATTACHMENT "B"

____ County Initials

ATTACHMENT B, Page 1

Contractor Initials _____

ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY AND
Wold Amusements Inc.
ADDITIONAL PROVISIONS

1. Contractor will provide one hundred Fifty (150) wristbands/passes for unlimited complimentary rides for the duration of the fair.
2. Carnival set-up and takedown. Contractor shall be solely responsible for the assembly, which may begin 3 days prior to the opening day of the fair on Wednesday. Removal must be completed, including disassembly and removal of all rides, games, attractions and concessions no later than 4 days following the closing day of the fair on Sunday. If not removed within Four (4) days after closing of the fair, the carnival operator will be subject to a penalty charge of \$500 per day payable to Lassen County in the form of cash, certified check, and money order and or cashier's check. A post evaluation of the areas occupied by contractor by respective representative of both parties upon removal of the last piece of equipment from grounds will be made. Contractor will be responsible for repair of any damages to occupied arrears as seen fit by fair manager
3. Ticket handling responsibility and procedures. All attractions operated by the contractor under the executed contract shall require a specific admission price, which can be translated to an appropriate number of tickets. Each ticket must have a standard monetary value. The admission price for rides or games may not be less than the value of one ticket. All ride tickets will be inventoried with the County within 36 hours of fair opening. Tickets will be released to the carnival prior to fair opening and daily ticket sales reports will be made to the County at the fair office. Reports must be given to County at the fair office by 11:30 each morning. County may audit ticket money at any time.
For contracts with financial based upon percentage of ride gross: The carnival contractor shall provide (or make available) all supporting documentation, such as, carnival ticket manifest and daily ticket sales report to the County to ensure accountability over the carnival revenues. The County staff reserves the right to review these records for accuracy. Furthermore, the carnival contractor shall be available after fair time to meet with the County to reconcile the carnival ticket sales and complete the final settlement. If Ticket sales report are not given at final settlement a \$500.00 Penalty will be issued.
4. Electrical power supplies, trash/garbage disposal, etc. The carnival contractor shall provide all electrical power. All trash/garbage pick-up in the carnival area and disposal of that trash/garbage is to be provided by the carnival contractor. The County is to provide one garbage drop box located near the carnival area for a daily charge of \$110.00 per day
5. Availability of showers, RV parking, etc. The County will provide limited camping to the carnival contractor in the carnival lot. Two power/water hookups will be available for carnival management only. Showers are available in designated restrooms.
6. Limitations on sales/concessions. All food concession menus are to be approved by County. There are to be no commercial vendor sales without written permission of the County.
7. Authorized Representative of Contractor. Contractor must maintain at least one representative who is authorized to take immediate action upon any request of the Fair Manager at all times that the contractor's property is on the fairgrounds. This person must be identified to the County as the contractor's authorized representative.

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ATTACHMENT C, Page 1

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8. Carnival Management and Employees.

- a. Concrete management philosophies, practices and policies shall be used to ensure professional personnel actions during execution of the contract. Management shall operate in a manner that enhances the fair in the eyes of its patrons.
- b. Contractor shall be responsible for its employees having the training required by the Division of Industrial Safety, Department of Industrial Relations. Contractor shall show proof.
- c. During all carnival operating hours, an adequate number of experienced and professional personnel must be on duty.
- d. The number of employees hired during carnival operations shall be sufficient to ensure that no carnival ride, game or show will be without a minimum of one attendant at all times during scheduled hours of operation.
- e. Employees who have regular public contact shall be attired in clean, uniform clothing.
- f. Contractor will be required to provide County with a list of names, date of birth and social security numbers of all carnival employees for a background check. This list must be provided no later than 24 hours prior to opening of carnival on the first day of the fair.
- g. Contractor's performance during the entire period of the contract shall be subject to the supervision and control of County.
- h. Contractor will be responsible to County for the conduct of all his employees, agents, concessionaires, relatives and associates of each at all times they are on the fairgrounds.

9. Prohibitions.

- a) Type and size of signs is to be negotiated with County.
- b) Contractor shall not:
 - Offer as prizes: live ducks, chicks, or other live animals (except goldfish), soft drinks in other than plastic containers, knives, firearms or any items which could be used as a weapon, lighters or any other smoking or drug paraphernalia.
 - Operate games of chance.
 - Sell beer or other alcoholic beverages.
 - Offer cash prizes or re-purchase prizes awarded in any game.
 - Any item not mentioned above that would not be considered "fair appropriate" by County.

10. Inspection and Maintenance.

- a) Contractor Inspection. Contractor shall perform mechanical and ride safety inspection (documented in writing, stating what was inspected, when, by whom and the findings) immediately upon the completion of one-third and two-thirds of the total anticipated number of hours of operation.
- b) Fair Inspection. Lassen County, authorized designee, and/or California Fair Services Authority (CFSA) Safety Inspector or the Susanville Fire Department may perform the following monitoring and inspection activities:

County may elect to perform carnival ride and equipment safety inspections ("safety inspections") at any time County deems appropriate. County may determine, in its sole discretion, the basis of and the criteria to be used in performing safety inspections. To the extent deemed appropriate by County in its sole discretion, safety inspections will include the inspection of any books and records of the contractor. Any remedial work requested as a result of a safety inspection must be satisfactorily completed by contractor as a prerequisite to the operation or further operation of the affected carnival ride or equipment. Neither the right to perform safety inspections nor the performance of safety inspections shall impose any responsibility on Lassen

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ATTACHMENT C, Page 2

Contractor Initials _____

County regarding the condition of the carnival rides nor the equipment operated by the contractor, or relieves the contractor from responsibility for insuring that all carnival rides and equipment are safe and in good working order.

- c) Maintenance Procedures. Maintenance procedures during fair time for carnival grounds, equipment and attractions shall be established to include routine contractor inspection by supervising personnel with such frequency to ensure no unsightly conditions (e.g. litter, trash accumulation, marred surfaces of any kind on contractor or fair property within the defined carnival area) exist. Contractor will maintain clean, attractive and brightly lit rides. Contractor will provide ride report maintenance records to the County upon request.

END OF ATTACHMENT "C"

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Contractor Initials _____

ATTACHMENT D

GENERAL PROVISIONS

D.1. INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all

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ATTACHMENT D, Page 1

Contractor Initials _____

licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Five Million Dollars (\$5,000,000) per occurrence and with not less than Five Million Dollars (\$5,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.3 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall

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include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Lassen County Fair
Attn: Jim Wolcott
195 Russell Ave
Susanville, Ca 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY.

COUNTY shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error,

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omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. CONTRACTOR shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION.

D.13.1 COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

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D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

____ County Initials ATTACHMENT D, Page 5 Contractor Initials

the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in

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Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Lassen County Fair
Attn: Jim Wolcott
195 Russell Ave
Susanville, Ca 96130

If to "CONTRACTOR":

Wold Amusements Inc.
PO Box 419
Hanford, Ca 93232

END OF ATTACHMENT "D".

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ATTACHMENT E

NO THIRD-PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provision of the agreement relating to successors and assigns, and no other person, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the County or County personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMENT "E"

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