

PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____
For multi-year contracts or contracts with multiple accounts:
FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____
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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of June 1, 2025 (“Effective Date”), by and between the City of Petaluma, a municipal corporation and a charter city (“City”) and the Fourth District Agricultural Association, a District Agricultural Association and state agency (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.**

- A. Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit “A” attached hereto and incorporated herein (“Services”). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 24, Amendment, of this Agreement.
- B. The Services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for City contracting, including with respect to any subsequent phase of the Services or this Agreement. The Contractor’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. The Contractor shall cooperate with the City to ensure that all contractors submitting proposals for a contract for any subsequent phase of the Services or this Agreement have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the Contractor pursuant to this Agreement.

2. **Compensation; Business Tax Certificate.**

- A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with Exhibit A.
 - B. Contractor shall be paid for performance of the Services in accordance with this Agreement according to the following payment schedule: ½ of the total cost of the Services upon execution by the Contractor of this Agreement and the amendment terminating the agreement between the Contractor and the City dated January 16, 2024; and the remaining ½ of the total cost of the Services by August 15, 2025, with both payments subject to offset and adjustment for any charges that may apply in accordance with the terms of this Agreement.
 - C. Contractor shall be compensated for services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$200,000.00 without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
 - D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
 - E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date and terminates on July 15, 2025, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.
5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents

and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement, except as otherwise provided in Exhibit A. City shall furnish to Contractor no facilities or equipment other than as specified in Exhibit A.
7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done, and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.**
 - A. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor

agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.

- B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.
13. **Contractor No Agent.** Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Contractor may subcontract portions of the Services without the prior written consent of City. Any subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein, which insurance shall name the City as an additional insured. Notwithstanding any portions of the Services that the Contractor may subcontract, Contractor shall remain obligated and responsible to the City for the performance of all of the Services in accordance with the terms of this Agreement, and Contractor's obligations under Section 22 of this Agreement shall apply

to all of the Services to be performed under this Agreement, including those portions of the Services that may be performed by a subcontractor.

17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.
18. **Living Wage Ordinance.** Without limiting the foregoing Section 17, unless exempt pursuant to Petaluma Municipal Code Section 8.36.080, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time and this section. Upon the City's request Contractor shall promptly provide to the City documents and information verifying Contractor's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement as Exhibit N/A, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit N/A in accordance with the requirements of the Living Wage Ordinance. Contractor's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Agreement pursuant to Section 4 hereof.
19. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
20. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
 - (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered

by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@cityofpetaluma.org

And:
Drew Halter
Director of Parks and Recreation
11 English Street
Petaluma, CA 94952
Phone: (707) 778-4488
Email: Dhalter@cityofpetaluma.org

Contractor: Mandy Clendenen, CEO
Fourth District Agricultural Association
175 Fairgrounds Drive
Petaluma, CA 94952
Phone: (707) 283-3247
Fax:
Email: ceo@sonoma-marinfair.org

21. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.

22. **Indemnification.**

A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether

actual, alleged or threatened, arising out of or in connection with the Contractor's performance of the Services or Contractor's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

- B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.
 - C. The Contractor must respond within 30 calendar days to any tender of defense and indemnity by the City unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days regarding a matter subject to tender pursuant to this Agreement, in addition any other remedies authorized by law, so much of the money due or that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, where such matter is subject to tender pursuant to this Agreement, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.
 - D. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.
 - E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.
23. **Insurance.** Contractor shall comply with the "Insurance Requirements for Contractors" in Exhibit B, attached hereto and incorporated herein by reference.
- City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor 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.
24. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
25. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.

26. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
27. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
28. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
29. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
30. **No Third-Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
31. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
32. **Contractor's Books and Records.**
 - A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.
 - D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be

granted to any party authorized by Contractor, Contractor’s representatives, or Contractor’s successor in interest.

- 33. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
- 34. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.
- 35. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

CONTRACTOR

Peggy Flynn, City Manager

Mandy Clendenen, CEO

ATTEST:

Fourth District Agricultural Association

Caitlin Corley, City Clerk

175 Fairgrounds Drive
Address

APPROVED AS TO FORM:

Petaluma CA 94952
City State Zip

Eric Danly, City Attorney

Taxpayer I.D. Number

Exhibit A

Scope of Services

The Services to be performed under this Agreement are as described in this Exhibit A.

The Contractor will act as an independent contractor, in coordination with the City of Petaluma to plan, implement, and manage all elements of the Agricultural programming, events, and exhibits for the 2025 Petaluma Fair, in accordance with the following.

Agricultural Events

The Contractor will offer the following Agricultural events, in a manner consistent with the size, scope, and duration of prior years' Fair.

- **Livestock Shows** – Includes all large animal shows (breeding, market, and showmanship), small animal shows (breed classes and showmanship)
- **Open Junior Horse Show**
- **Farmers Day Event Sheepdog Trials**
- **Stills Exhibits** – Senior and Junior Departments

COMMUNICATIONS

- Mandy Clendenen will serve as the point of contact who will coordinate with City on all Fair messaging and promotional material upon execution of this Agreement.
- Contractor will use reasonable efforts to coordinate messaging and promotional content with the City to ensure that messaging and outreach regarding the 2025 Petaluma Fair is consistent with and furthers the purposes of this Agreement.

1. LIVESTOCK SHOWS – Facility Requirements

During the week of May 26, 2025, and no later than 12:00PM on June 1, 2025, the City and the Contractor will perform a site walk of the grounds and all facilities to be used by the Contractor during the fair and to review the condition of the property.

1.A. Livestock Barns

The Livestock Area includes the below listed locations as further shown on the graphic included with this Exhibit A in the area identified as No. 3. By June 1, 2025, the Contractor will notify the City of any and all barns not being actively utilized for programming during all four days of the Fair.

- Three cattle tie-out barns (Barns 1, 2, and 3)
- Milk barn

- Wash racks
- Bianchi pole barn
- Show rings (cattle show ring, swine show ring)
- Livestock office
- Parking lot/arena to the east

A rented clear-span tent will house small animal exhibits and serve as a show area. This tent will be placed in front of the sheep barn, located south of the community building.

1.B. Parking Lot East of Barns

This parking lot (as further shown on the graphic included with this Exhibit A in the area identified as No. 3) will be reserved and managed by the Contractor for day-use vehicles and RV parking for large animal exhibitors. The Contractor will be responsible for any/all activities associated with day –use RV parking, ensuring compliance with all City noise ordinances and other applicable regulations and that no outside alcohol is brought into the fair or consumed outside of areas designated for consumption during Fair days.

1.C. Scope of Work

- Create and execute show schedules consistent with offerings of previous years. For reference, please see [Livestock Exhibits & Shows - Our Community Gathering Place](#) for previous Sonoma-Marin-Fair-Guidebook.
- Contract and hire all judges
- Hire and manage all support staff
- Oversee and coordinate staff and participant entry process (online entry system and staff) for the duration of the time that Contractor has access to the Fairgrounds for the fair.
- Design, purchase and distribute awards
- Produce, distribute and make electronically available the Exhibitors Guidebook by June 4, 2025.
- Set up and prepare for community access all show rings, livestock pens, and all barns utilized for Agriculture programming no later than the end of business on June 18, 2025, and ensure that all areas are taken down, facilities cleaned and returned to their condition as of June 1, 2025, no later than July 1, 2025.
- Coordinate any and all admissions for livestock exhibitors, contractors, and vendors
- Organize and manage any outside vendors using areas designed in this Agreement.
- Provide excellent customer service to exhibitors, community members, and participants

- Contractor to properly train their staff, volunteers, contractors, subcontractors, vendors, officials, and employees pursuant to the current best practices.
- Contractor to carry out all related tasks necessary so that the 2025 livestock programming is comparable to prior years.

1.D. Timeline

- Access to the livestock area is permitted from **June 1st to July 15th**
- By 10:00AM on June 1, 2025, City will provide the Contractor exterior keys for exterior access gates along Payran Street. Contractor must provide names and point of contact (POC) including a cell phone number for on site coordination to City staff by June 1 in order to receive gate keys.
- Contractor must provide portable toilets for Contractor staff, volunteers, vendors, contractors, exhibitors and all other Contractor invitees by June 1, 2025.

2. OPEN JUNIOR HORSE SHOW

2.A. Facility Needs

- Contractor will oversee and coordinate rental and use of the **Petaluma Riding and Driving Club** arena and grounds
- Contractor will provide an arena to host horse show awards and exhibitor demonstrations during the fair

2.B. Scope of Work

- Schedule shows consistent with previous fair years
- Contract for all judges
- Hire and manage staff
- Oversee and coordinate entry process (online entry system and staff)
- Design, purchase and distribute awards
- Set up and tear down show ring
- Coordinate and contract with outside vendors as needed

3. FARMERS DAY EVENT

3.A. Facility Needs

- Contractor will utilize the horse arena and chutes located in the back lot east of the cattle barns (entry gate off Kenilworth) as further shown on the graphic included with this Exhibit A in the area identified as No. 3

- Contractor will utilize parking lot area as further shown on the graphic included with this Exhibit A in the area identified as No. 3

3.B. Basic Scope of Work

- Schedule event
- Facilitate all elements of participant entries
- Hire, train, and manage all support staff
- Coordinate, train, and manage all volunteers
- Contract for livestock/animals
- Design and purchase awards
- Coordinate with local organizations
- Organize and manage outside vendors as needed
- Prepare the arena
- Additional responsibilities as required before and during the fair, such as tearing down and cleaning up after each event.

3.C. Timeline

- Preparation begins by **June 5, 2025**, to ensure safety for horses, riders, animals, and exhibitors. Contractor must communicate to the City for any special access support needed.

4. SHEEPDOG TRIALS

Contractor

4.A. Facility Needs

- City will provide Contractor access to horse arena and chutes located in the back lot east of the cattle barns (entry gate off Kenilworth) as further shown on the graphic included with this Exhibit A in the area identified as No. 3
- City will provide Contractor with access to Parking lot area as further shown on the graphic included with this Exhibit A in the area identified as No. 3.

4.B. Scope of Work

- Schedule event
- Facilitate entries
- Hire, train, and manage all support staff

- Coordinate, train, and manage all volunteers
- Design and purchase awards
- Coordinate with local organizations
- Organize and manage outside vendors as needed
- Prepare and clean up the arena—returning it to its condition on June 1, 2025.

4.C. Timeline

- Preparation begins by June 5, 2025, to ensure safety for horses, riders, animals, and exhibitors.

5. OPEN AND JUNIOR STILLS

5.A. Facility Needs

- **City will provide Contractor with access to Herzog Hall.** All equipment will be furnished by Contractor. Contractor to be cleaned out of Herzog Hall by 8:00AM on June 29, 2025.
- **City will provide Contractor with access to Community Building** as further shown on the graphic included with this Exhibit A in the area identified as No. 2. All equipment to be furnished by Contractor
- **City will provide Contractor with access to Showcase Building** as further shown on the graphic included with this Exhibit A in the area identified as No. 4. All equipment to be furnished by Contractor

5.B. Scope of Work

- Facilitate entries
- Hire, train, and manage all support staff
- Coordinate, train, and manage all volunteers
- Design, purchase and distribute awards
- Produce and distribute the Exhibitors Guidebook
- Coordinate with local organizations
- Organize and manage outside vendors
- Design and execute exhibit/building displays
- Provide excellent customer service to exhibitors and fair goers
- Additional responsibilities as required before and during the fair

5.C. Timeline

- Exhibit buildings as further shown on the graphic included with this Exhibit A in the area identified as No. 3 will be available beginning June 1, 2025, for design, entry intake, and judging before the fair opens. Storage closets that are currently occupied will not be available for use during Fair.

TOTAL CONTRACTED AMOUNT

- **Not to exceed \$200,000**

The Contractor will act as an independent contractor for the City of Petaluma and perform all agricultural programming Services specified in this Agreement during the Petaluma Fair. In addition to the compensation paid by the City for Contractor's performance of the Services in accordance with this Agreement, the Contractor may retain all agricultural event sponsorship revenues from sponsors secured by the Contractor.

Additional Terms:

The **Contractor** expressly agrees to accept the facilities and grounds where the Contractor will perform the Services, as depicted in the graphic included with this Exhibit A, in their existing "As-Is" condition with all faults as of **June 1, 2025**, without any expectation of modification, improvement, or maintenance by the **City** except as otherwise explicitly provided in this Agreement. The **City** makes no warranties and disclaims any and all warranties, including, without limitation, the warranty of fitness, to the maximum extent permitted by law, concerning the suitability of the facilities and grounds where the Contractor will perform the Services.

Notwithstanding anything to the contrary in this Agreement, the Contractor's performance of the Services is subject to and shall at all times be in accordance with applicable orders of the California Department of Food and Agriculture ("Orders"), including, but not limited to, the California Poultry and Dairy Cattle Exhibition Ban at Fairs and Shows dated January 8, 2025 ([California Poultry and Dairy Cattle Exhibition Ban](#)), unless and except to the extent that such orders may be amended or rescinded in whole or in part during the term of this Agreement. The parties understand and agree that the Services may need to be altered as necessary to conform with any applicable Orders.

- A. The Contractor will not have access to or be permitted to use any building, facility or grounds area at the Fairgrounds for the performance of the Services unless expressly identified and authorized in this Agreement.
- B. Bianchi Barn –Contractor will be responsible for repair of any damage to concrete floors as a result of Contractor's performance of the Services. Contractor must cover the concrete with horse mats and/or plywood laid down prior to any shavings, dirt or other

material on the floor. All care and attention must be taken to ensure that the concrete floor is not damaged. Contractor will place flooring before any barn stalls or fencing are assembled.

- C. Contractor's performance of the Services may not impact the Happy Heart's Preschool Tenant during the term of this Agreement.
- D. If costs of private security, City of Petaluma Police response, sewer or other utility repairs result from the Contractor's performance or failure to perform the Services in accordance with this Agreement, the City may deduct such private security or police response costs from amounts otherwise due the Contractor under this Agreement, and such deductions shall constitute liquidated damages.
- E. The Contractor is responsible for securing the barn areas while animals are on the Fairgrounds property and has been granted access for RV parking and day use to ensure on site management.
- F. City will provide nightly custodial cleaning at restrooms intended to serve the livestock barns shown in Exhibit A in the area identified as No. 3.
- G. Contractor owns and stores waste and reuse bins, park benches, picnic tables, shade structures. Contractor will make available for general use, any waste bins, benches, tables, or Fair amenities that would otherwise be stored on site, during the term of this Agreement to assist the City with hosting other programming traditionally associated with the annual fair.
- H. Contractor shall return the City property where the Services are to be performed in the same condition as on June 1, 2025, reasonable wear and tear excepted. Contractor is responsible for breaking down and removing all equipment, supplies and materials brought onto the Fairgrounds property for Contractor's performance of the by July 15, 2025. **The City may deduct from amounts otherwise due the Contractor under this Agreement costs the City incurs as a result of Contractor's failure to return City property to the City at the conclusion of this Agreement in the condition specified in this Agreement. Any such deductions shall constitute liquidated damages.**

4th DAA Exhibit Areas – 2025 Fair

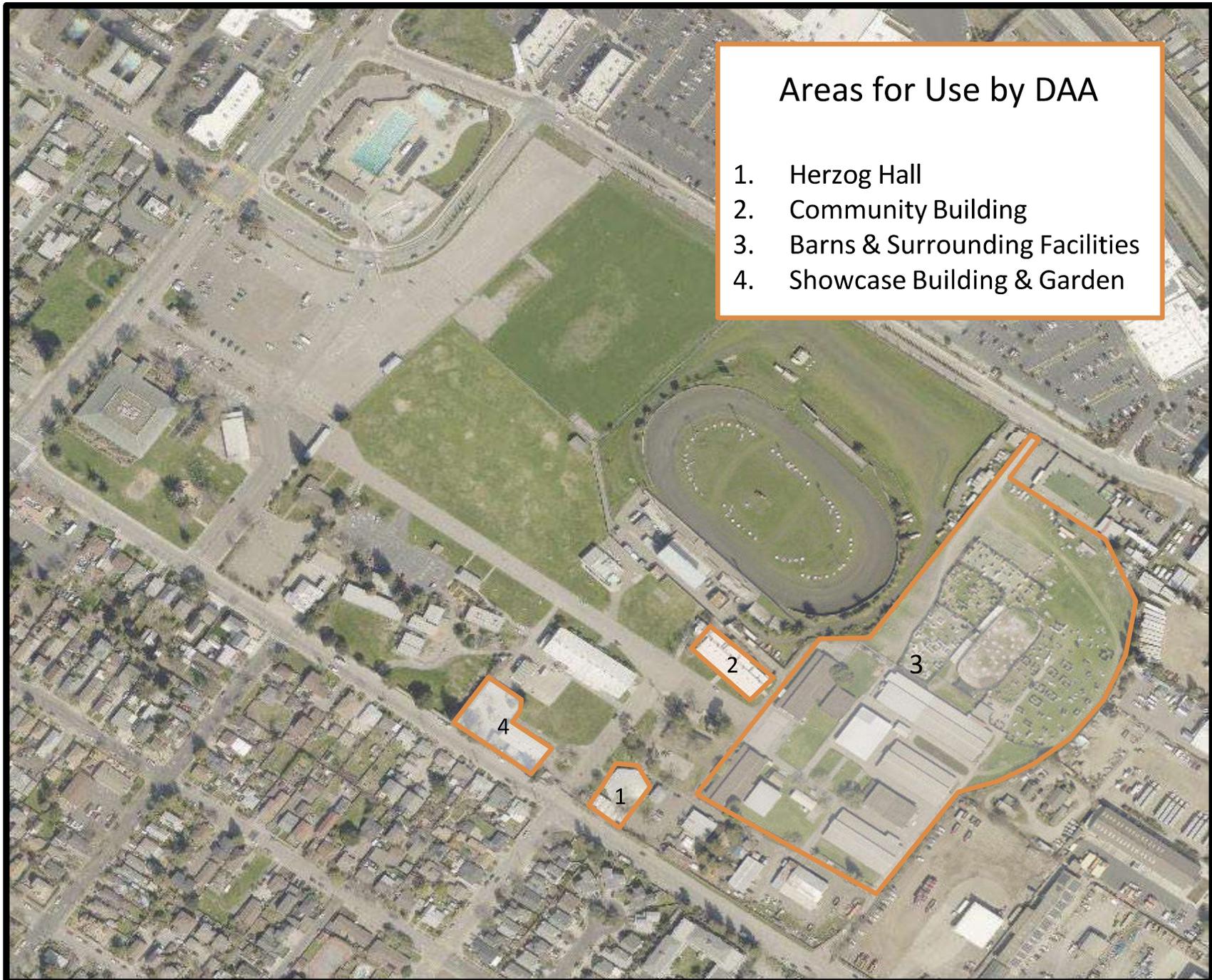


EXHIBIT B INSURANCE REQUIREMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- Professional Liability/Errors and Omissions
- Crime/Employee Blanket Fidelity Bond
- Property Insurance against all risks of loss to any tenant improvements or betterments.
- Pollution Liability Insurance
- Garage Liability
- Garagekeepers Insurance
- Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- Professional Liability/Errors and Omissions: \$2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - All Risk Property Insurance: Full replacement cost.
 - Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - Garage Liability: \$1,000,000 per occurrence.
 - Garagekeepers Insurance: \$1,000,000 per occurrence.
 - Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor 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.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. **Additional Insured:** The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. **Primary and Non-Contributory:** For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **Waiver of Subrogation:** Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.