

# DO NOT PROCESS INVOICE THROUGH SCO

**Research Division**  
**Contractor: Cal Expo & State Fair**  
**Contract # 08-309**

FUNDING FISCAL YEAR	FY 08/09		
TERM	08/15/08-09/01/08		
PCA	72360		
LINE ITEM/OBJECT	418.20		TOTAL
DESCRIPTION	Exhibit space		

Contract \$	\$ 4,999.00	\$	4,999.00
		\$	-
		\$	-

Total, Contract	\$ 4,999.00	\$	4,999.00
-----------------	-------------	----	----------

**Payments to Contractor:**

Inv. #	Inv. Date	Ser Per			C/S
11513	9/15/08		4,999.00	4,999.00	C080224

①

Total, Payments	\$ 4,999.00	\$	4,999.00
-----------------	-------------	----	----------

Balance Available to Pay Contractor	\$ -	\$	-
<i>Balance Must Be Spent By:</i>	6/30/2011	6/30/2012	6/30/2013

**Notes:**  
 Contract Manager: Annmarie-Mora

5



# CAL EXPO

RCVD SEP 22

INVOICE: 11513

ACCOUNT: ARB

DATE: 9/18/08

AIR RESOURCES BOARD  
ATTN EMMA PLASENCIA-RESEARCH DIVISION  
P.O. BOX 2815  
SACRAMENTO CA 95812

2008 CALIFORNIA STATE FAIR  
SPONSORSHIP PER AGREEMENT #  
08-309  
DUE NOW

4,999.00

PAYMENT APPROVED:

BART E. CROES, P.E.  
CHIEF, RESEARCH DIVISION

DATE 9/25/08

TOTAL DUE: 4,999.00

Finance charge of 1.5% per month will accrue on all past due amounts

**\*\*MAKE CHECK PAYABLE TO CAL EXPO\*\***  
Please reference invoice on the check

RCVD SEP 25 2008

CALIFORNIA EXPOSITION & STATE FAIR

P.O. Box 15649 • Sacramento, CA 95852-1649 • State of California • Arnold Schwarzenegger, Governor

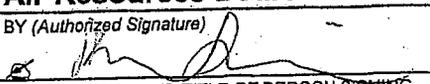
AGREEMENT NUMBER <b>08-309</b>
REGISTRATION NUMBER <b>3900908331287</b>

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**Air Resources Board (ARB or State)**  
 CONTRACTOR'S NAME  
**California Exposition and State Fair**
- The term of this Agreement is: **August 15, 2008** through **September 1, 2008**
- The maximum amount of this Agreement is: **\$4,999.00**  
 (four thousand nine hundred ninety nine dollars and no cents)
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- |  |         |
|--|---------|
| Exhibit A – Scope of Work  | 1 Page  |
| Exhibit B – Budget Detail and Payment Provisions   | 1 Page  |
| Exhibit C* – General Terms and Conditions  | GIA 101 |
| Check mark one item below as Exhibit D:  |         |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 2 Pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions   |         |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		California Department of General Services Use Only          <input checked="" type="checkbox"/> Exempt per: SCM Vol 1,5.80.B.3.G
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.): <b>California Exposition and State Fair</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>8/13/08</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Norbert Bartosik, General Manager/CEO</b>		
ADDRESS <b>1600 Exposition Blvd. Sacramento, CA 95815</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Air Resources Board</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>8/13/08</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Sharon Simmons, Manager, Contracts Services Section</b>		
ADDRESS <b>P.O. Box 2815 Sacramento, CA 95812</b>		

**EXHIBIT A**

**SCOPE OF WORK**

1. The California Exposition and State Fair agrees to provide Air Resources Board, one (1) indoor exhibit space, approximately 10' X 10', within the Drive Clean California Campaign Booth, from August 15, 2008 through September 1, 2008. The contractor will provide chairs and tables as needed for exhibit space. Also included will be free state fair entry tickets for all staff involved in the exhibit, and discounts on parking tickets; originally \$8 discounted to \$6.
2. The Contract Manager during the term of this agreement will be:

State Agency: Air Resources Board	Contractor: Brian Honebein
Name: Annmarie Mora	
Phone: (916) 323-1517	Phone: (916) 263-4041
Fax: (916) 322-4357	Fax: (916) 263-3304
Email: amora@arb.ca.gov	Email: bhonebein@calexpo.com

Direct all administrative inquiries to:

State Agency: Air Resources Board	Contractor: Norbert Bartosik
Section/Unit: Research Division	Section/Unit: Project Manager
Attention: Shana Groff	
Address: 1001 "I" Street, 5 <sup>th</sup> Floor Sacramento, CA 95814	Address: 1600 Exposition Blvd Sacramento, CA 95815
Phone: (916) 323-1511	Phone: (916) 263-3061
Fax: (916) 322-4357	Fax: (916) 263-3304
Email: sgroff@arb.ca.gov	Email: nbartosik@calexpo.com

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice, the State agrees to compensate the Contractor for actual expenditures of a one time payment for the amount of \$4,999.00.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Emma Plasencia  
Air Resources Board  
Research Division  
P.O. Box 2815  
Sacramento, CA 95812

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ARB within ten (10) days of discovery of the problem. Within ten (10) days, the ARB shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which are not affected by the dispute.

**3. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Contractor shall not subcontract any services under this Agreement without prior approval of the State.

**4. Stop Work Order**

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

**EXHIBIT D**

**5. Termination**

- A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice requirements of this Agreement.
- C. Upon receipt of the invoice and report, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all noncancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

**6. Amendments**

ARB reserves the right to amend this agreement for additional time and/or additional funding.