



Contract Number

SAP Number

Department Of Airports

Department Contract Representative _____
Telephone Number _____

Contractor _____
Contractor Representative _____
Telephone Number _____
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

THIS AGREEMENT is entered into in the State of California by and between COUNTY SERVICE AREA 60, hereinafter called the DISTRICT, and

Name _____ hereinafter called _____ PERFORMER

Address _____

Telephone _____ Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

COUNTY SERVICE AREA 60 APPLE VALLEY AIRPORT AIRSHOW PERFORMANCE AGREEMENT

1. **PARTIES:**

This Agreement is made and entered on the effective date of this agreement (as defined herein) by and between COUNTY SERVICE AREA 60, hereinafter referred to as "DISTRICT", as owner of the Apple Valley Airport, and _____, hereinafter referred to as "PERFORMER".

2. **EVENT: Apple Valley Air Show 2018**

DISTRICT will be hosting the "Apple Valley Airshow 2018" at the Apple Valley Airport ("Airport"), located at 21600 Corwin Road, Apple Valley, California 92307, on Saturday, October 13, 2018 and hereinafter referred to as "AIRSHOW".

3. PERFORMER OBLIGATIONS:

A. Unless otherwise arranged with the DISTRICT's Director of Airports, PERFORMER shall provide at the AIRSHOW: perform _____. The decision as to whether conditions allow PERFORMER to conduct the flight and the performance is left to PERFORMER's sole discretion and any decision is made at PERFORMER's sole risk and DISTRICT shall have no liability whatsoever for PERFORMER's decision.

B. PERFORMER agrees to arrive, weather permitting, at DISTRICT's Apple Valley Airport no later than Saturday, October 13, 2018 at 8:00 A.M. and depart, weather permitting, no sooner than after PERFORMER's last performance on Saturday, October 13, 2018.

C. PERFORMER agrees to comply with all terms and conditions of this agreement, including, but not limited to, Section 10 of this agreement, entitled, "INDEMNIFICATION AND INSURANCE REQUIREMENTS". PERFORMER shall provide the proof of insurance coverage, as described in Section 10, Paragraph B, and no later than Friday, September 28, 2018 at 3:00 p.m.

D. PERFORMER shall provide DISTRICT a list of former DISTRICT officials, as described in Section 23 no later than Friday, September 28, 2018 at 3:00 p.m.

E. PERFORMER shall provide DISTRICT promotional materials, including photos, brochures, and biography, to DISTRICT no later than Friday, September 28, 2018 at 3:00 p.m.

F. PERFORMER authorizes DISTRICT to use PERFORMER's name and any photos provided by PERFORMER to DISTRICT, or photos taken by DISTRICT of PERFORMER, in any and all DISTRICT publications and advertisements (which include DISTRICT posters, announcements, signs, flyers) for the AIRSHOW, including the posting of PERFORMER's name and photographs on the DISTRICT or San Bernardino County website.

G. PERFORMER shall register with the DISTRICT's Automated Purchasing System, at <https://www.sbcounty.gov/purchasing>.

4. DISTRICT OBLIGATIONS:

A. DISTRICT shall provide PERFORMER in consideration for PERFORMER'S services described in Section 3 of this Agreement:

- 1) A flat fee of _____; and,
- 2) Not-to-exceed ____ gallons of airplane fuel supplied on the day of the AIRSHOW at the Airport and,
- 3) Lodging for up to ____ in ____ hotel/motel room(s) in the City of Victorville for one night (the night of Friday, October 12, 2018) in an amount not to exceed \$____; and
- 4) DISTRICT shall transport PERFORMER in DISTRICT vehicles to and from the hotel/motel.

B. If PERFORMER is unable to perform at AIRSHOW due to causes within DISTRICT's reasonable control, DISTRICT shall compensate PERFORMER for actual costs incurred by PERFORMER to travel to the Airport for the AIRSHOW, provided such compensation shall not exceed the amount set forth in Paragraph 4.A.1) of this Agreement.

C. If the AIRSHOW is cancelled for any reason before Friday, October 12, 2018 the AIRSHOW, DISTRICT may terminate this agreement and PERFORMER shall not be entitled to any compensation from DISTRICT. If the AIRSHOW is cancelled due to causes within DISTRICT's reasonable control on Friday or Saturday, October 12 or 13, 2018, DISTRICT shall compensate PERFORMER for actual costs incurred by PERFORMER to travel to the Airport for the AIRSHOW prior to receipt of notice that the AIRSHOW is cancelled due to causes within DISTRICT's reasonable control, provided that such compensation shall not exceed the amount set forth in Paragraph 4.A.1) of this Agreement. If the AIRSHOW is cancelled for any reason other than due to causes within DISTRICT's reasonable control, such as for weather, on Friday or Saturday, October 12 or 13, 2018, PERFORMER shall not be entitled to any compensation from DISTRICT.

D. If, on account of causes not within the reasonable control of either party, such as, but not limited to, national emergency, disaster, or an act of God, the AIRSHOW is abandoned, cancelled, or prevented, neither party hereto shall be liable to the other for any expense incurred in connection with the AIRSHOW.

E. It is expressly understood and agreed that neither DISTRICT nor any of its officers, agents, volunteers or employees shall, in any way or for any purpose, become a partner, agent, principle of, or a joint venturer with PERFORMER by reason of any provision of this Agreement.

5. **TERM:**

This Agreement shall be effective on the date it is mutually executed by DISTRICT and PERFORMER and shall remain in effect through **Sunday, October 14, 2018**. PERFORMER's obligations under Section 10, Paragraph A, "INDEMNIFICATION" shall survive the termination of this agreement.

6. **PERFORMER OBLIGATIONS:**

In addition to any other requirements in this agreement, PERFORMER agrees that:

A. PERFORMER shall obtain and maintain throughout the AIRSHOW all necessary permits, licenses, and approvals from applicable federal, state and local agencies, including, but not limited to, the Federal Aviation Administration. All necessary permits, licenses and approvals shall be delivered to the DISTRICT'S Department of Airports by **3:00 P.M. on Friday, September 28, 2018**.

B. PERFORMER shall, on all publications, promotions, and other AIRSHOW related items, refer to the AIRSHOW as the "Apple Valley Airshow 2018", and by no other name without the express written consent of the DISTRICT'S Director of the Department of Airports.

C. PERFORMER AGENTS, EMPLOYEES and VOLUNTEERS: PERFORMER will ensure that anyone acting on PERFORMER's behalf or with PERFORMER's permission, including its employees, agents, volunteers or contractors ("PERFORMER's Agents") shall at all times conduct themselves in a professional manner, and that they conform to all applicable laws, rules, regulations, and requirements now in force at the DISTRICT's Airport, as well as rules and regulations as hereafter may be promulgated or put into operation by the DISTRICT. If requested by the DISTRICT'S Director of the Department of Airports, all of PERFORMER's Agents will wear a name tag, as approved by DISTRICT'S Director of Department of Airports or his authorized designee, at all times when on the Airport during the AIRSHOW.

7. **COMPLIANCE WITH LAWS AND AIRPORT RULES:**

PERFORMER shall conform to and abide by all Airport rules and regulations relating to the PERFORMER'S performance at the AIRSHOW and shall be subject at all times to applicable standards, rules, regulations, resolutions, ordinances, and statutes of the County of San Bernardino, State of California, the federal government, all other governmental agencies, where applicable, all other governing or regulating bodies, whether public or private; and where licenses are required for PERFORMER'S performance at the AIRSHOW, the same

must first be had and obtained from the regulating body having jurisdiction thereof, before such performance is undertaken.

8. NO DISCRIMINATION:

Neither PERFORMER nor any person claiming under it may unlawfully discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, genetic information, gender, gender identity, gender expression, sexual orientation, military and veteran status, sex, age, physical handicap, medical condition or marital status with respect to activities described herein. PERFORMER must comply with the provisions of the California Fair Housing and Employment Act (commencing with Government Code section 12900), Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order Nos. 11246, 11375, 11625, 12138, 12432, 12250, and 13672 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Orders and all other applicable Federal, State, and County laws, regulations, and policies related to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

9. DISCLAIMER OF LIABILITY:

Neither DISTRICT nor the County of San Bernardino ("COUNTY") shall be liable at any time for any loss, damages, or injury to the person or property of any person whomsoever at any time, occasioned by or arising out of any act or omission of PERFORMER or of anyone holding under PERFORMER, nor for the use of the Airport or any part thereof by or under the PERFORMER, nor directly or indirectly from any state or condition of said Airport or any part thereof during the terms of this Agreement or the period during which PERFORMER is allowed access to the Airport. PERFORMER assumes all risk for any loss, damages, or injury to the person or property of any person whomsoever at any time arising out of PERFORMER's participation in the Airshow, the use or condition of the Airport or any portion thereof, or however arising and the PERFORMER, for itself, himself or herself and on behalf of its, his, or her heirs, executors, and administrators, hereby waives and releases DISTRICT and COUNTY from any and all such claims, actions, loss, damages, liabilities, or injuries however arising that may be incurred or suffered by PERFORMER.

Notwithstanding the application of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor."

PERFORMER expressly waives and relinquishes all rights and benefits afforded to PERFORMER by said Section 1542, and any and all similar laws of any State or territory of the United States. This agreement shall act as a release of future claims that may arise from the above-mentioned claims, actions, losses, damages, liabilities, and injuries whether currently known, unknown, foreseen, or unforeseen. The PERFORMER understands and acknowledges the significance and consequences of such specific waiver of Section 1542 and hereby assumes full responsibility for any claims, actions, losses, damages, liabilities, and injuries that it or its employees, contractors, agents, and volunteers may hereafter incur and PERFORMER shall indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless the DISTRICT, COUNTY, and its authorized officers, employees, agents and volunteers from any such claims, actions, loss damages, liabilities, or injuries however arising.

10. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

A. INDEMNIFICATION: The PERFORMER agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless the DISTRICT and the COUNTY and their authorized officers,

employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the DISTRICT and COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The PERFORMER's indemnification obligation applies to the DISTRICT's and COUNTY's alleged "active" as well as "passive" negligence but does not apply to the DISTRICT's and COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

B. INSURANCE REQUIREMENTS:

PERFORMER agrees to provide insurance set forth in accordance with the requirements herein. If PERFORMER uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, PERFORMER agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, PERFORMER shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of PERFORMER and all risks to such persons under this Agreement.

If PERFORMER has no employees, it may certify or warrant to DISTRICT that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the DISTRICT's Risk Manager.

With respect to performers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the DISTRICT's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Aircraft/Airshow Liability Insurance policy providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence.

Commercial/General Liability Insurance policy covering all operations related to the AIRSHOW performed by or on behalf of the PERFORMER, providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) \$2,000,000.00 general aggregate limit

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If PERFORMER is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If PERFORMER owns no autos, a non-owned auto endorsement to the Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies shall contain endorsements naming DISTRICT and COUNTY and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for DISTRICT and COUNTY to vicarious liability but shall allow coverage for DISTRICT and COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – PERFORMER shall require the carriers of required coverages to waive all rights of subrogation against DISTRICT and COUNTY, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit PERFORMER and its employees or agents from waiving the right of subrogation prior to a loss or claim. PERFORMER hereby waives all rights of subrogation against DISTRICT and COUNTY.

Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by DISTRICT and COUNTY.

Severability of Interests – PERFORMER agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between PERFORMER and COUNTY or between DISTRICT and COUNTY and any other insured or additional insured under the policy.

Acceptability of Insurance Carrier – Unless otherwise approved by DISTRICT’S Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by DISTRICT’S Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by DISTRICT will be promptly reimbursed by PERFORMER or DISTRICT payments to PERFORMER will be reduced to pay for DISTRICT purchased insurance.

Proof of Coverage

PERFORMER shall furnish certificates of insurance to the DISTRICT evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder,

which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to DISTRICT, and PERFORMER shall maintain such insurance from the time it commences performance of services hereunder until the completion of such services. PERFORMER shall furnish the, above-required certificates of insurance to the District's Department of Airports, evidencing the insurance coverage, including endorsements within three (3) days of the execution of this agreement, but **no later than Friday, September 28, 2018 at 3:00 p.m.** PERFORMER will provide complete certified copies of the policies and endorsements immediately upon request.

Insurance Review

Insurance requirements are subject to periodic review by DISTRICT. The DISTRICT's Risk Manager, or designee, is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of DISTRICT. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager, or designee, is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. PERFORMER agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on part of DISTRICT.

11. **ELECTRONIC FUNDS:**

PERFORMER shall accept all payments from DISTRICT via electronic funds transfer (EFT) directly deposited into the PERFORMER's designated checking or other bank account. PERFORMER shall promptly comply with directions and accurately complete forms provided by DISTRICT required to process EFT payments.

12. **NO ASSIGNMENT:**

No assignment of this Agreement or any interest therein and no subcontract for any purpose may be granted by PERFORMER and any purported assignment or subcontract shall be invalid.

13. **NOTICE:**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by postage prepaid, first-class United States mail, certified or registered, return receipt requested. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices shall be deemed delivered upon the earlier of: (i) actual receipt; or (ii) the date of delivery or refusal of the addressee to accept delivery if such notice is sent by postage pre-paid, first-class United States mail, certified or registered, return receipt requested.

- (a) If to DISTRICT: County Service Area 60
Apple Valley Airport
Attn: James E. Jenkins
Director, Department of Airports
21600 Corwin Road
Apple Valley, CA 92307
- (b) If to PERFORMER: Name
Address

14. ATTORNEYS' FEES AND COSTS:

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and reasonable attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Paragraph 10, INDEMNIFICATION AND INSURANCE REQUIREMENTS.

15. VENUE:

The parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the San Bernardino District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties agree to use their best efforts to obtain a change of venue to the San Bernardino District of San Bernardino County.

16. APPLICABLE LAW:

This Agreement shall be interpreted and construed according to the laws of the State of California.

17. FORCE MAJEURE:

PERFORMER and DISTRICT shall not be deemed in violation of this Agreement if it is prevented from performing its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellions, or any other circumstances for which it is not responsible or which are not within its reasonable control.

18. DISCLOSURE OF INFORMATION:

All information received by the DISTRICT from any source concerning this Agreement, including the Agreement itself, may be treated by the DISTRICT as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). PERFORMER understands that although all materials received by the DISTRICT in connection with this Agreement are intended for the exclusive use of the DISTRICT, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a PERFORMER has requested DISTRICT to hold in confidence is made to the DISTRICT, the DISTRICT shall notify the PERFORMER of the request and shall thereafter disclose the requested information unless the PERFORMER, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides DISTRICT a legally sound basis for nondisclosure, and agrees to indemnify, defend with counsel approved by DISTRICT, and hold the DISTRICT harmless in any/all actions brought to require disclosure. PERFORMER waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event DISTRICT

fails to notify PERFORMER of any such disclosure request and/or releases any information received concerning the Agreement received from the PERFORMER.

19. TERMINATION:

A. **DEFAULT:** In the event that either party violates any of the terms and conditions of this Agreement, the aggrieved party shall give written notice of specific violation and, for curable defaults, demand for correction.

B. **TERMINATION FOR BREACH:** If, within one (1) day after written notice and demand, the violating party has not corrected a curable default, the aggrieved party has the right to immediately terminate this Agreement and pursue any and all remedies provided by law.

C. PERFORMER agrees that DISTRICT may immediately suspend this Agreement, and further, PERFORMER agrees to immediately cease performances at the AIRSHOW if PERFORMER fails to meet the insurance requirements as stated herein **or** if DISTRICT has good cause for such suspension, including but not limited to hazards to public safety, as reasonably determined by the DISTRICT.

D. If this Agreement is terminated because PERFORMER is in breach of this Agreement, DISTRICT shall have no obligation to compensate PERFORMER under Paragraph 4.A. of this Agreement and the PERFORMER shall reimburse DISTRICT for any costs incurred by DISTRICT pursuant to Paragraph 4.A. prior to the effective termination date.

E. **LIABILITY FOR BREACH:** Termination for default shall not excuse either party from any liability for breach of Agreement; such breach shall be deemed total.

20. INTERPRETATIONS:

As this Agreement was jointly prepared by both parties, the language in all parts of this Agreement will be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

21. IMPROPER CONSIDERATION:

PERFORMER shall not offer (either directly or through an intermediary) any improper consideration, such as, but not limited to, cash, discounts, services or the provision of travel or entertainment, or any items of value to any officer, employee or agent of DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. DISTRICT, by notice, may immediately terminate this Agreement or any DISTRICT contract if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of DISTRICT with respect to any proposal or award process involving this Agreement or any other DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. PERFORMER shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from PERFORMER. The report shall be made to the supervisor or manager charged with supervision of the employee or to the District Administrative Office. In the event of a termination under this provision, DISTRICT is entitled to pursue any available legal remedies.

22. MATERIAL MISREPRESENTATION:

If during the course of administration of this Agreement, the DISTRICT determines that PERFORMER has made a material misstatement or material misrepresentation or that material inaccurate information has been

provided to the DISTRICT, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the DISTRICT is entitled to pursue any available legal remedy.

23. FORMER DISTRICT OFFICIALS:

PERFORMER agrees to provide or has already provided information on former DISTRICT administrative officials (as defined below) who are employed by or represent PERFORMER. The information provided includes a list of former DISTRICT administrative officials who terminated DISTRICT employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of PERFORMER. For purposes of this provision, "DISTRICT administrative official" is defined as a member of the County's Board of Supervisors or such officer's staff, County's Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

24. ENTIRE AGREEMENT:

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter is effective for any purpose. This Agreement shall be attached to a Purchase Order, which said Purchase Order shall include additional terms and conditions. The terms and conditions of the Purchase Order are hereby incorporated into this document by this reference. In the event there is a conflict between the terms of the Purchase Order and the terms of the Agreement stated herein, the terms of this Agreement shall control.

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25. AUTHORIZED SIGNATORS:

Both parties to this Agreement represent that the signators executing this document are fully authorized to enter into this Agreement.

END OF AGREEMENT.

PERFORMER:

DISTRICT: County Service Area 60

Signature: _____

By: _____
[AIRPORTS]

Title: _____

Date: _____

Date: _____

By: _____
[PURCHASING]

Date: _____

APPROVED AS TO LEGAL FORM:

**Michelle D. Blakemore, County Counsel
San Bernardino County, California**

By: _____
Agnes Cheng, Deputy County Counsel

Date: _____