

**DATE:** March 19, 2012  
**MEETING OF:** March 27, 2012  
**FROM:** Staff  
**RE:** Action Item XI.3 – Heritage Foundation Alcohol Service Agreement

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**BACKGROUND**

For several years the Santa Cruz County Fair Heritage Foundation has been entrusted to provide alcohol service at fairtime and during our many diverse events. This service allows Fair management to ensure our customers of quality service while we maintain a safe, secure, event environment and allows the Heritage Foundation to earn funds to support the Fair's facility needs.

The Heritage Foundation has provided this service to the Fair and our customers under a variety of different arrangements and agreements. This Service Agreement formalizes these arrangements to provide stable, dependable service.

**FISCAL IMPACT**

Revenue production to the Heritage Foundation for fairgrounds capitol improvements.

**STAFF RECOMMENDATION**

The Board approves a motion to execute the attached Alcohol Service Agreement with the Santa Cruz County Fair Heritage Foundation.

**ATTACHMENTS**

- Heritage Foundation Alcohol Service Agreement.

Contract # \_\_\_\_\_

**EXHIBIT A**

**14th Agricultural District  
Alcohol Service Contract**

**Santa Cruz County Fair Heritage Foundation  
SCOPE OF WORK TO BE PERFORMED**

The Santa Cruz County Fair Heritage Foundation, hereafter known as SCCFHF, will provide alcoholic beverage service for the fairgrounds on a year round basis to include interim events and the annual fair.

The purpose of this agreement is to allow the 14<sup>th</sup> District Agricultural Association to offer safe, qualified, professional service to our patrons who desire to purchase alcohol at events and allow the Heritage Foundation to raise funds for improvement projects on the fairgrounds.

**Alcoholic Beverage Sales**

At the annual Santa Cruz County Fair, non-exclusive rights for alcohol concessions from designated locations may be granted at the option of the Fair management.

The 14th Agricultural District Association, hereafter known as District, retains the right to contract for food service apart and separate from the operations of the SCCFHF for future District-sponsored events. These function(s) may include location(s) that serve alcoholic beverages during the annual fair. Under the sole direction of management, Fair time responsibilities may include the sale of alcoholic beverages.

The District reserves the right to sell tickets for alcoholic beverages at all functions on the grounds of the 14th District Agricultural Association during the Annual six (6) day Fair. The District will be responsible for all auditing and moneys received in the sales transactions. The District will issue payment for percentage due to the SCCFHF within ten (10) working days of event end.

In 2011, during Fair time, there were four (4) locations where alcoholic beverages were sold which included 2 SCCFHF booths, the Heritage Hall, and one (1) Lion's Club booth.

**INTERIM EVENTS**

Interim Events refers to those activities that occur at the facilities during the "off season" of the Fair. The size, nature, length and scope of these events covers a very broad range of possibilities, including animal shows, craft shows, concerts, home and garden shows, computer shows, business meetings, gun shows, weddings, etc. SCCFHF must provide beverage service to each "lessee" as needed and as specified by Fair Management. Depending upon each event needs, beverage services may include using mobile units as well as existing facilities. There may be multiple events occurring at the same time ranging from 25 to several thousand people. The majority of these events take place in the Crosetti Building, Harvest Building, Heritage Hall, any future buildings and some outside events.

No building(s) can be utilized by the SCCFHF without the expressed written consent of the District which must include a rental agreement approved by the Board of Directors and issued by the District.

The District reserves the right to permit lessee's currently allowed to serve alcohol at their events to continue this practice. These events include the Freedom Rotary Casino Night, Agricultural History Project Harvest Dinner, Ocean Speedway beer sales, and Cabrillo Lions Fair time beer booth.

Contract # \_\_\_\_\_

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

- A. All Fair time alcohol concession activities shall pay the District the annual approved percentage (%), which is 25% in 2012.
- B. All interim events, the SCCFHF shall pay the District a 25% concession fee.
- C. All SCCFHF's operations shall conform with the laws, regulations, and ordinances of the United States Government, the State of California, the County of Santa Cruz, and such operations must be conducted so as not to interfere through noise or odor with any person or organization which has properly engaged Facilities or **patrons enjoyment** of the premises. SCCFHF shall be subject to any reasonable rules and regulations which may be set by the District.
- D. The SCCFHF shall procure and keep in force during the entire period of the contract all permits and licenses required by all laws and regulations of the State of California, and the County of Santa Cruz.

Contract # \_\_\_\_\_

## EXHIBIT C

### GENERAL TERMS & CONDITIONS

- A. SCCFHF to comply with all policies set forth in the District Alcohol Policy adopted on 07-19-2005 and updated 10/2006.
- B. The public's right shall not be infringed upon by any activity of the SCCFHF or any of his volunteers. The activities of the SCCFHF shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by the SCCFHF in an attempt to influence the public to use the services or products of the SCCFHF. All SCCFHF's sales activities shall be conducted and operated under the supervision of the Manager and shall in no way interfere with the orderly operation of any event. The sales shall be conducted at such times from and at locations designated by the Manager or his authorized representative. Customer satisfaction is imperative. The SCCFHF needs to be prepared to accommodate customer "special requests".
- C. The SCCFHF shall at all times exercise prudent, reasonable and experienced judgment in the serving of alcoholic beverages. The ultimate responsibility to serve alcoholic beverages rests with the SCCFHF. The SCCFHF shall at all time use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.
- D. Programming for all events requiring the services of the SCCFHF shall be performed by the Manager or his authorized representatives. Any and all programming offered by the SCCFHF utilizing the Facilities shall be accepted and incorporated into the official Calendar of Events, provided that said activities are consistent with the policies of the District and provided that said events are not in competition or conflict with District sponsored events.
- E. SCCFHF must provide adequate staffing to meet the individual needs of operation/event.
- F. All beverages sold either at fixed or portable locations or vended shall be sold in paper or plastic cups. Exceptions include private parties where patrons will not leave the building.
- G. The SCCFHF shall not interfere with the free distribution of food or non-alcoholic drinks or any other items whatsoever, where such distribution has been authorized by the District. Free samples of a normal sample size as approved by the District may be given away by or on behalf of or with permission of any person or organization which has properly engaged the Facilities at the discretion of the District. The SCCFHF will be required to provide or modify operations upon request of any Licensee, when it has been approved by the District as in the best interest of the Licensee or is necessary to comply with the terms of the Agreements between the Facilities and said Licensee.
- H. District shall issue reasonable rules and regulations for the operation of the alcoholic beverage services and the SCCFHF shall operate the alcoholic beverage services in accordance with such rules and regulations, which may be amended from time to time. Final decision as to whether or not alcoholic beverages may be sold at an event shall be

determined by the aforementioned rules and regulations. The decision to refuse service of alcoholic beverage to any individual at any event shall be the sole responsibility of the SCCFHF

- I. The District's management shall decide any and all questions which may arise as to the acceptability of services rendered, and as to the manner of performance, and questions which arise as to the interpretation of the conditions and the specifications and all questions as to the acceptable fulfillment of Agreement, except that actual termination shall only be accomplished with the District's Board of Directors approval.
- J. SCCFHF shall be required to provide sufficient levels of working capital, (till funds, petty cash, and inventory) to adequately serve the patron of the Facilities at all times.
- K. Volunteers shall be courteous towards the public and their fellow volunteers. Service is to be rendered in a dignified manner with no pressure or coercion in an attempt to influence the public to use SCCFHF's service.

**CANCELLATION:**

Both parties shall have the option to terminate this agreement by providing a 90 day written notice to the other party.

Contract # \_\_\_\_\_

**EXHIBIT D**

**OTHER CONDITIONS**

- A. The rights and privileges granted hereunder shall not be assigned or transferred in any manner whatsoever by the SCCFHF without written approval of the District.
- B. No agreement to modify, or modification of, the Agreement shall be binding on District unless the same is reduced to writing and executed by the District with at least the same formalities as the Agreement.
- C. SCCFHF shall not make any discrimination, distinction or restriction on account of color, race, religion, ancestry, national origin, or sex. Upon final determination by a court of competent jurisdiction that SCCFHF has violated this Section, this Agreement shall be deemed terminated and SCCFHF's further rights hereunder forfeited.
- D. SCCFHF shall at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, State of California, and the County of Santa Cruz.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
 

STATE AGENCY'S NAME 14 <sup>th</sup> DAA/Santa Cruz County Fair
CONTRACTOR'S NAME Santa Cruz County Fair Heritage Foundation
2. The term of this Agreement is: 01/01/2012 through 12/31/2012  
 January 1, 2012 through December 31, 2012
3. The maximum amount of this Agreement is: \$ 25% of all alcohol sales
4. 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	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Exhibit C* – General Terms and Conditions	2
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions Fair Alcohol Policy	4 page(s)

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>	<b>California Department of General Services Use Only</b>	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Santa Cruz County Fair Heritage Foundation		
BY (Authorized Signature) 		DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Chuck Allen, President		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME 14 <sup>th</sup> DAA/Santa Cruz County Fair		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dave Kegebein, Interim Manager		
ADDRESS 2601 East Lake Avenue, Watsonville, CA 95076		
<input type="checkbox"/> Exempt per:		



**AGREEMENT SUMMARY**  
STD 215 (Rev 4/2002)

AGREEMENT NUMBER	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME <b>Santa Cruz County Fair Heritage Foundation</b>	2. FEDERAL I.D. NUMBER
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3. AGENCY TRANSMITTING AGREEMENT <b>Santa Cruz County Fair</b>	4. DIVISION, BUREAU, OR OTHER UNIT <b>14<sup>TH</sup> District Agricultural Assn.</b>	5. AGENCY BILLING CODE <b>014</b>
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6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT  
**Dave Kegebein, 831.724.5671**

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?  
 NO       YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES  
**Alcoholic beverage service to include interim events and the annual Fair.**

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)  
**The purpose of this agreement is to allow the 14<sup>th</sup> DAA to offer safe, qualified, professional service to our patrons who desire to purchase alcohol at events and allow the Heritage Foundation to raise funds for improvement projects on the fairgrounds.**

10. PAYMENT TERMS (More than one may apply.)

<input type="checkbox"/> MONTHLY FLAT RATE	<input checked="" type="checkbox"/> QUARTERLY	<input type="checkbox"/> ONE-TIME PAYMENT	<input type="checkbox"/> PROGRESS PAYMENT
<input type="checkbox"/> ITEMIZED INVOICE	<input type="checkbox"/> WITHHOLD _____ %	<input type="checkbox"/> ADVANCED PAYMENT NOT TO EXCEED	
<input type="checkbox"/> REIMBURSEMENT/REVENUE	\$ _____ or _____ %		
<input type="checkbox"/> OTHER (Explain) _____			

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$

OBJECT CODE	AGREEMENT TOTAL \$
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$

ACCOUNTING OFFICER'S SIGNATURE <i>[Signature]</i>	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE \$
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12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original			\$	
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
<b>TOTAL</b>			\$	

(Continue)

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

STATE OF CALIFORNIA  
INDEPENDENT CONTRACTOR/EMPLOYEE  
STATUS DETERMINATION STATEMENT

I certify that I have reviewed the services to be provided by \_\_\_\_\_ under this contract against, the three common –law factors, the three additional State criteria for California employment tax purposes, and the list of services which when provided by individual(s) require the individual(s) to be classified as employee(s). The criteria cited above are documented in the State of California, the fair memo 92-20.

Based on the results of my review, the individual to be engaged under this contract appears, for State and Federal employment tax withholding and related reporting purposes, to be an:

Independent Contractor  
Employee

Please specify which among the three factors (see attachment I) were used to make the above determination 1,2,3.

I understand that notwithstanding this certification, the proper status of the person(s) hired under the contract being reviewed depends on the manner in which the work is performed and on the nature of the contract. Therefore, the status of the contractor for State and Federal employee tax withholding and related reporting purposes will be re-determined when the manner in which the work is performed or the relationship between the contractor and the State agency changes sufficiently to alter the validity of his certification.

I hereby declare that this information provided in this document is true and correct and that I have sufficient knowledge of authority and responsibility for the work to be performed under this contract to effectively make this certification.

PROGRAM MANAGER

TITLE

(See footnote below)

Signature \_\_\_\_\_

Telephone: \_\_\_\_\_

REVIEWED BY STATE AGENCY PERSONNEL OFFICER

SIGNATURE: \_\_\_\_\_

TELEPHONE: (831) 724-5671

DATE: \_\_\_\_\_

NOTE:

For this certification to be considered adequate, it should be signed by a State agency manager with responsibility to supervise and monitor the work to be performed under the contract. Certifications by clerical staff and others with inadequate knowledge of, or responsibility for the work to be performed will be rejected as inadequate.

STATE OF CALIFORNIA

**\*REQUIRED**

Have your insurance agent add the following to your Insurance Certificate:

List as the Additional Insured: **"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Citrus Fruit Fair, or California Exposition and State Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."**

**The Cancellation Clause: 30 day Cancellation notice required.**

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 5/06) DHCS

<b>1</b>	<p><b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, federal, state, and local (including school districts), are not required to submit this form.</p>											
<b>2</b>	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td colspan="2">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td colspan="2">BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td colspan="2">CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS		MAILING ADDRESS	BUSINESS ADDRESS		CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE	
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS											
MAILING ADDRESS	BUSINESS ADDRESS											
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE											
<b>3</b>	<p>PAYEE ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p>	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input style="width:100px; height:20px; border: 1px solid black;" type="text"/> - <input style="width:100px; height:20px; border: 1px solid black;" type="text"/></p> <p><input type="checkbox"/> PARTNERSHIP                      <b>CORPORATION:</b></p> <p><input type="checkbox"/> ESTATE OR TRUST                      <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR                      <input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p>ENTER SOCIAL SECURITY NUMBER: <input style="width:100px; height:20px; border: 1px solid black;" type="text"/> - <input style="width:100px; height:20px; border: 1px solid black;" type="text"/> - <input style="width:100px; height:20px; border: 1px solid black;" type="text"/></p> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>	<p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.</p>									
<b>4</b>	<p>PAYEE RESIDENCY TYPE</p>	<p><input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"><input type="checkbox"/> No services performed in California.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>										
<b>5</b>	<p style="text-align: center;"><b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td colspan="2">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> <td>TELEPHONE (    )</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE		SIGNATURE	DATE	TELEPHONE (    )			
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SIGNATURE	DATE	TELEPHONE (    )										
<b>6</b>	<p><b>Please return completed form to:</b></p> <p>Department/Office: <u>Department of Health Care Services- TPLRD</u></p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/ZIP: _____</p> <p>Telephone: (    ) _____ FAX: (    ) _____</p> <p>E-Mail Address: _____</p>											

**PAYEE DATA RECORD**

STD. 204 (Rev. 5/06)\_DHCS (Page 2)

1	<p><b>Requirement to Complete Payee Data Record, STD. 204</b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
4	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0" data-bbox="207 1291 1406 1346"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a></td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>	For hearing impaired with TDD, call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>					
For hearing impaired with TDD, call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>					
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>						
<p><b>Privacy Statement</b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>							

**CONTRACT AWARD REPORT**

STD. 16 (REV 11-92)

TITLE 2, DIVISION 4, CHAPTER 5, SECTION 8117.5 OF THE CALIFORNIA CODE OF REGULATIONS REQUIRES CONTRACT AWARDING AGENCIES TO NOTIFY THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, OFFICE OF COMPLIANCE PROGRAMS OF ANY CONTRACT AWARD IN EXCESS OF \$5,000. SUBMIT ONE COMPLETED COPY OF THIS FORM TO THE OFFICE OF COMPLIANCE PROGRAMS FOR EACH CONTRACT IN EXCESS OF \$5,000 WITHIN 10 DAYS OF AWARD DATE.

SHADED AREAS FOR OFFICE OF COMPLIANCE PROGRAMS USE ONLY

**CONTRACTOR INFORMATION**

CONTRACTOR'S NAME				TELEPHONE NUMBER AREA CODE ( )	
ADDRESS	(NUMBER	STREET	CITY	STATE	ZIP CODE)
FEDERAL EMPLOYER I.D. NUMBER			COMPANY OFFICER AND TITLE		

**CONTRACT INFORMATION**

CONTRACT AMOUNT		STATE CONTRACT NUMBER	CONTRACT AWARD DATE		
		.00			
PROJECT LOCATION (COUNTY)					COUNTY CODE
ESTIMATED PROJECT STARTING DATE:		MONTH	DAY	YEAR	ESTIMATED PROJECT COMPLETION DATE:
					MONTH DAY YEAR
TYPE OF CONTRACT			IS THIS PROJECT FEDERALLY FUNDED?		
<input type="checkbox"/> CONSTRUCTION	<input type="checkbox"/> SERVICE	<input type="checkbox"/> SUPPLIES AND COMMODITIES	<input type="checkbox"/> YES	<input type="checkbox"/> NO	

**AWARDING AGENCY INFORMATION**

AGENCY NAME	AGENCY ADDRESS	AGENCY CODE
SIGNATURE OF PERSON COMPLETING FORM	PRINTED NAME AND TITLE	TELEPHONE NUMBER