

September 1, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED AGREEMENT WITH KERN COUNTY
FAIR DISTRICT 15 FOR ASSISTANCE WITH PRODUCE ENTRY AND DISPLAY
Fiscal Impact: \$4,500; Budgeted; Discretionary**

The Department is proposing approval of Agreement KERN-26 with Kern County Fair District 15. Kern County Department of Agriculture and Measurement Standards (Department) staff will assist commercial growers in completing entry forms for produce to be entered; transport produce entries to the Kern County Fairgrounds from Arvin, Delano, Edison, Mettler, Shafter, and Tehachapi areas; check in all produce entries for produce display (both commercial and homeowner); assist judges and direct them to the entries in the proper sequence of division and class; inspect produce display, remove rotten produce, and dispose of produce; and help oversee the return of displayed produce to its respective owner.

The Agreement is from September 1, 2026, through October 31, 2026, in an amount not to exceed \$4,500. The Agreement has been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board approve the proposed Agreement with Kern County Fair District 15 for providing assistance with County Fair produce entry and display from September 1, 2026, through October 31, 2026, in an amount not to exceed \$4,500 and authorize Chairman to sign.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glenn T. Fankhauser".

Glenn T. Fankhauser
Agricultural Commissioner
Sealer of Weights and Measures

GTF:ckm
Attachment
cc: CAO

Agreement Number: KERN-26

STANDARD AGREEMENT *(Revised June 2017)*

This Agreement is made and entered into this 21 day of July 2026, in the State of California, by and between the District and the Contractor named below, through its duly elected or appointed, qualified and acting officers.

District Name: KERN COUNTY FAIR DISTRICT 15, hereinafter called "District"

Contractor's Name: COUNTY OF KERN, hereinafter called "Contractor"

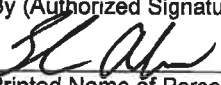
WITNESSETH: That Contractor for and in consideration of the covenants, conditions, agreements and stipulations of District hereinafter expressed, does hereby agree to furnish to District services and materials as follows: terms and conditions of Exhibits "A" through "C" which are by reference made a part of the Agreement.

Project Title: Kern County Fair Agricultural Produce Exhibit

Contract Amount: Not to exceed \$4,500.

Contract Period: September 1, 2026, through October 31, 2026

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, upon the date first above written:

District Name Kern County Fair District 15		Contractor County of Kern	
By (Authorized Signature) 	Date Signed 7-21-2026	By (Authorized Signature)	Date Signed
Printed Name of Person Signing Sean Andrew		Printed Name of Person Signing	
Title CEO/General Manager		Title	

APPROVED AS TO FORM

Office of County Counsel


By _____

1. The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.
2. The District may terminate this Agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to Contractor upon demand.
3. Without written consent of the District, this Agreement is not assignable by Contractor either in whole or in part.
4. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein, shall be binding on any of the parties hereto.
5. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
6. During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
7. Failure to Comply. "It is hereby mutually agreed that by signing this Agreement, Contractor does swear under penalty of perjury, that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board (Public Contract Code Section 10296)."

8. It is mutually agreed that the Contractor shall be subject to examination and audit by the District for a period of three (3) years after final payment under this Agreement (Government Code Section 10532). The examination and audit shall be confined to those matters connected with the performance of this contract including but not limited to the cost of administering the contract.
9. It is mutually agreed that if the District's budget authority is repealed by the Legislature in the current year and/or any subsequent years covered under this Agreement, this contract shall be of no further force and effect. In this event, the District shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract and the Contractor shall not be obligated to perform any provisions of this Agreement.
10. This Agreement shall not be considered effective until signed by both parties.
11. To the extent allowable by law, the District hereby agrees to hold harmless the Contractor, its agencies, officers, agents, and employees from any liability imposed or injury or damage to property caused by any act or omission arising out of the performance of this Agreement by the District, but only in proportion to, and to the extent such liability arises as a result of the negligence or willful misconduct of the District, its agencies, officers, agents, and employees or anyone acting under the District's direction or control or on District's own behalf.
12. To the extent allowable by law, Contractor hereby agrees to hold harmless the District, its agencies officers agents, and employees from any liability imposed for injury or damage to property caused by any act or omission arising out of the performance of this Agreement by the Contractor, but only in proportion to, and to the extent such liability arises as a result of the negligence or willful misconduct of the Contractor, its agencies, officers agents, and employees or anyone acting under the Contractor's direction or control or on Contractor's own behalf.
13. The District agrees to perform services in accordance with the proposal attached hereto as Exhibit "A" which is hereby incorporated by references herein. The contract and proposal are projected to cover the 2026 Kern County Fair Exhibit from September 1, 2026, through October 31, 2026.
14. The Contractor agrees to perform services in accordance with the proposal attached hereto as Exhibit "B" which is hereby incorporated by references herein. The contract and proposal are projected to cover the 2026 Kern County Fair Exhibit from September 1, 2026, through October 31, 2026.
15. The District agrees to pay Contractor up to \$4,500 for the herein described program, payable upon receipt of itemized invoice, which may be submitted within thirty (30) days following the last day of the fair exhibit. Contractor will bill the rate described in Exhibit "C".

EXHIBIT "A"

DISTRICT

DESCRIPTION OF TASKS

1. Receiving Produce Entries on "Setup" Day – the District will provide a minimum of two (2) staff members to assist Contractor in checking in all produce entries for the produce display (both commercial and homeowner). District staff members will assist Contractor staff in verifying all produce with the Fair Premium Book to make sure that the produce matches the correct division and class. District staff will assist Contractor staff in arranging produce on display plates. After all the entries are in, District staff will assist Contractor staff in setting up produce display (both commercial and homeowner).
2. Judging of Produce Entries – the District will provide a minimum of two (2) staff members, one (1) clerical helper and one (1) display helper, to assist Contractor staff with directing judges to the entries in the proper sequence of division and class.
3. Maintenance of Produce Display – during dates of Fair, District staff will be responsible for the maintenance of the produce display (both commercial and homeowner). This includes, but is not limited to, the cleaning of cold box windows and general clean up in the areas around the displays.
4. Produce Entry Return – at the conclusion of the Fair, District will provide a minimum of one (1) staff member to assist Contractor staff in returning produce entries on display to its respective owners. After all entries are picked up or disposed of, plates, fences, fans, electric cords, carpet, etc., are to be packed up for storage for the next year's Fair.

EXHIBIT "B"

CONTRACTOR

DESCRIPTION OF TASKS

1. Commercial Produce Entries – Contractor staff will assist commercial growers in completing entry forms for the correct division and class for varieties of fruit to be entered.
2. Transporting Produce Entries – on setup day (the day before the Fair opens), Contractor staff will pick up Fair entries and deliver them to the Kern County Fairgrounds. Contractor staff will pick up entries from Arvin, Delano, Edison, Mettler, Shafter, and Tehachapi areas.
3. Receiving Produce Entries – Contractor staff will check in all produce entries for produce display (both commercial and homeowner). Contractor staff will also verify all produce with the Fair Premium Book to make sure that the produce matches the correct division and class. Contractor staff will also assist the entrant in arranging their produce on display plates. After all the entries are in, Contractor staff will set up the produce display and place entries in the proper order for judging.
4. Judging of Produce Entries – Contractor staff will assist judges and direct them to the entries in the proper sequence of division and class.
5. Maintenance of Produce Display – Contractor staff will inspect produce display, remove rotten produce, and dispose of produce.
6. Produce Entry Return – Contractor staff will help oversee the return of displayed produce to its respective owner.

EXHIBIT "C"
CONTRACTOR
COMPENSATION RATES

Rate Per Hour: \$51.33

Rate Per Mile: \$0.700