

AGREEMENT

WHEREAS, the County of _____ (hereinafter "County") wishes to enable its _____ (insert name of County program) (hereinafter "Program") to place individuals with various public and non-profit agencies for service therewith (hereinafter "Workers"): and

WHEREAS, _____ (insert name of DAA fair) (hereinafter "Fair") has express a desire to utilize such Workers:

IT IS THEREFORE AGREED by the parties as follows:

- 1. This Agreement is effective upon execution by both parties hereto. This Agreement may be terminated at any time by either party giving the other party forty-eight (48) hours written notice of such termination.
- 2. Any other agreement involving work referrals from Program to Fair is hereby terminated; however, all placements made under any such terminated agreement are continued under the terms of this Agreement.
- 3. Workers shall receive no remuneration for services performed and no remuneration or cost reimbursements shall be paid by County or Program to Fair, or by Fair to County or Program, except as set forth in Section 11 below.
- 4. Upon placement with Fair, Workers will perform services at the fairgrounds under the control and supervision of Fair. Fair shall provide Workers with safety instructions and any required safety equipment, in accordance with Fair's normal safety practices. Workers shall not be given responsibility for significant sums of money or articles of substantial value, nor shall Workers be assigned by Fair to operate motor vehicles, heavy equipment or powered machinery, except as agreed below:

Agreed Equipment/Machinery Exceptions:

- 1. _____
- 2. _____
- 3. _____

- 5. Neither County nor Fair shall provide security guards to supervise Workers. Fair employees shall not attempt to physically restrain any Worker that might leave the work site without permission. Fair shall notify Program as soon as possible of any Worker who left the work site without permission.
- 6. If at any time during the course of placement, Fair for any reason determines that it no longer desires an individual Worker's services, Fair shall be under no obligation to use that person's services. In the event Fair makes such a determination, it shall immediately notify Program.

7. It is agreed for workers' compensation purposes that County will be the general employer and that Fair will be the special employer. Specifically, County will accept liability as the general employer pursuant to Insurance Code Section 11663 while the worker is performing work at Fair's locale or at the direction and control of Fair and Fair will be the special employer.
8. County will be liable for the entire cost of compensation payable, pursuant to Division 4 of the California Labor Code, on account of any injury with the exception of the following:
 - a. Compensation relating to serious and willful misconduct or intentional misconduct on the part of Fair, its officers, employees or agents;
 - b. Compensation relating to violation of Labor Code Section 132(a) committed by Fair, its officers, employees or agents.
9. County will not be liable for costs associated with defending Fair on actions for benefits relating to alleged serious and willful misconduct or intentional misconduct on the part of Fair, its officers, employees or agents or alleged violation of Labor Code Section 132(a) committed by Fairs, its officers, employees or agents.
10. The agreement that County will be designated the general employer for workers' compensation benefits will be null and void and without legal effect if any of the following events occur:
 - a. Fair fails to advise County within 24 hours of an injury occurring which a Worker reported to Fair which has not previously been reported to County by the Workers or his/her representative;
 - b. Fair fails to provide County with any DWC 1 Employees Claim for Benefits form filed by a Workers with Fair where County was not also served by the Worker within 24 hours from the time the Worker served Fair;
 - c. If a worker requests and Fair refuses to provide the worker with a DWC 1 form.
11. County shall defend, indemnify and hold harmless Fair, the State of California and their officers, employees and agents from and against any liability, loss, expense (including reasonable attorney's fees) or claim for injury or damages arising out of the performance of this Agreement, except to the extent cause by the sole active negligence or willful misconduct of an indemnitee.
12. This Agreement may only be modified by written amendment hereto, executed by both parties.

FAIR

DATED: _____

By: _____

Title: _____

COUNTY

DATED: _____

By: _____

Title: _____

SAMPLE

AGREEMENT

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WHEREAS, (insert name of DAA fair) (hereinafter "Fair") has express a desire to utilize such Workers:

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FAIR

DATED: _____

By: _____
Title: _____

COUNTY

DATED: _____

By: _____
Title: _____

SAMPLE