



The mission of OCFEC is...
**CELEBRATION OF ORANGE COUNTY'S
COMMUNITIES, INTERESTS, AGRICULTURE AND HERITAGE**
(with results justifying resources expended)

NOTICE OF MEETING

32ND District Agricultural Association
OCFEC Board of Directors
Wednesday, September 25, 2013
9:00 a.m.

Administration Building
OC Fair & Event Center
88 Fair Drive
Costa Mesa, California

Board of Directors

Stan Tkaczyk, Board Chair
Ashleigh Aitken, Vice Chair
Douglas La Belle, Member Kristina Dodge, Member
Joyce Tucker, Member Ali Jahangiri, Member
David Ellis, Member Nick Berardino, Member
Gerardo Mouet, Member

Secretary-Treasurer

Doug Lofstrom
Chief Executive Officer, OCFEC

32nd DAA Counsel

Roger Grable
Manatt, Phelps and Phillips

Those persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the 32nd District Agricultural Association (714) 708-1500, at least five working days prior to the meeting to insure the proper arrangements can be made.

At the discretion of the Board of Directors, all items appearing on this Agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board of Directors. The Board may convene to closed session pursuant to Government Code section 11126, subdivisions (a) and (e) to consider personnel evaluation and/or possible litigation. Items may not necessarily be taken up in the order shown on this Agenda. This agenda, and all notices required by the Bagley-Keene Open Meeting Act are available on the Internet at: www.ocfair.com

AGENDA

1. CALL TO ORDER

All matters noticed on this agenda, in any category, may be considered for action as listed. Any item not so noticed may not be considered. Items listed on this Agenda may be considered in any order, at the discretion of the chairperson.

2. THE MISSION OF OCFEC IS...Celebration of Orange County's Communities, Interests, Agriculture and Heritage (with results justifying resources expended).

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL (Policy Reference: 4.5.2.B)

5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES

6. MATTERS OF PUBLIC COMMENT - Speakers are requested to sign in prior to the start of the meeting and are limited to three minutes. Public comment is allowed on issues NOT on the current Agenda. However, no debate by the Board shall be permitted on such public comments, and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item.

Comments will be accepted on Agenda items during the meeting. Speakers wishing to address the Board on items on the agenda are requested to sign in prior to the start of the meeting and identify the agenda item[s] on which you desire to address the Board. Speakers are limited to three minutes.

7. MINUTES:

A. Board Meeting held August 22, 2013

Action Item

8. CONSENT CALENDAR: (Policy Reference: 4.3.4)

All matters listed under Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion by category in the order listed below. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.

A. Standard Agreements: none

B. Amendments: SA-52-13GA (Amend #1); SA-64-13TR (Amend #1); SA-88-13WC (Amend #1); SA-106-10PA (Amend #6); SA-166-13FT; (Amend #1); SA-228-08SC (Amend #5)

C. Interagency Agreements: OCF-03-13IA

D. Letters of Understanding: VOL-01-13

E. Rental Agreements: R-089-13; R-191-13; R-192-13; R-194-13; R-196-13; R-197-13; R-198-13; R-199-13; R-201-13; R-202-13

F. Active Joint Powers Authority Agreements: 03213006

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports

Information Item

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Task Force members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be agendaized for a future Board meeting.

- i. TelPhil Negotiating Team
- ii. Centennial Farm Foundation Liaison
- iii. Workers Memorial Task Force
- iv. Financial Monitoring Committee
- v. 2013 OC Fair City Liaison Committee
- vi. Operational Needs Assessment Task Force
- vii. Veteran's Memorial Task Force

B. Chair Appointments – Committee / Task Force / Liaison

Information Item

C. OC Marathon

Information Item

D. Organizational Needs Assessment

Action Item

E. Financial Monitoring Committee Update and Recommendations

Action Item

F. Nossaman Document Request

Action Item

G. CEO Compensation

Action Item

10. CLOSED SESSION (Closed to the Public)

- A. Lease Negotiations with Tel-Phil Enterprises – Pursuant to the provisions of Government Code Section 11126(c)(7) the Board of Directors will meet in closed session to advise its negotiators, Douglas La Belle and Stan Tkaczyk, with respect to

the terms and conditions of the lease of a portion of the Orange County Fairgrounds known as Main Parking Lot A with Tel Phil Enterprises, Inc. Negotiations would be conducted with Jeffrey Teller of Tel Phil Enterprises, Inc or his representatives.

- B. Pursuant to the provisions of Government Code Section 11126(a)(1) the Board of Directors will meet in closed session to discuss the appointment of a public employee.
- C. Pursuant to the provisions of Government Code section 11126(a)(1) the Board of Directors will meet in closed executive session to consider the evaluation of performance of a public employee.
- D. Pursuant to the provisions of Government Code section 11126(e)(2) the Board of Directors will meet in closed session to consider whether to initiate litigation.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: OCTOBER 24, 2013

13. ADJOURNMENT

Respectfully submitted,
OC Fair & Event Center

A handwritten signature in black ink, appearing to read "Doug Lofstrom", with a large, stylized flourish at the end.

Doug Lofstrom
Secretary-Treasurer
Chief Executive Officer, OCFEC

Date of notice: 3:00 p.m. September 13, 2013

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
August 2013

Check No.	Date	Vendor Name	Amount
72772	08/01/13	Tower Top Tours, Inc. f/s/o ZZ Top	186,000.00
72773	08/01/13	Void	0.00
72774	08/01/13	Void	0.00
72775	08/01/13	American Express	1,246.30
72776	08/01/13	Amlon Industries, Inc.	6,609.60
72777	08/01/13	A.T. Construction	4,900.00
72778	08/01/13	AT&T	3,652.85
72779	08/01/13	Void	0.00
72780	08/01/13	Jim Bailey	350.00
72781	08/01/13	Allen Barr	413.77
72782	08/01/13	Rebecca Goodyear	6,500.00
72783	08/01/13	B.I.B. Touring Inc.	9,685.93
72784	08/01/13	Big Chair Tours, Inc.	763.89
72785	08/01/13	Bill Magee	4,000.00
72786	08/01/13	Boulevard Greenhouse, Inc.	2,889.00
72787	08/01/13	Bruce Hershey	500.00
72788	08/01/13	Void	0.00
72789	08/01/13	Cage Co. Inc.	3,395.40
72790	08/01/13	Void	0.00
72791	08/01/13	Void	0.00
72792	08/01/13	Chiarello Media Group, LLC	20,000.00
72793	08/01/13	Void	0.00
72794	08/01/13	Cinder Block Touring, LLC	19,694.67
72795	08/01/13	Classic Tents	2,374.75
72796	08/01/13	Clear Channel Outdoor	18,500.00
72797	08/01/13	Ineffable Music Group, LLC/Collie Buddz	5,000.00
72798	08/01/13	Commercial Cleaning Systems	9,893.13
72799	08/01/13	Common Sense Music, Inc.	1,500.00
72800	08/01/13	Void	0.00
72801	08/01/13	Dan Laney	600.00
72802	08/01/13	Darren Scott ("40 oz to Freedom")	5,000.00
72803	08/01/13	David A. Johnson	300.00
72804	08/01/13	N. David King	500.00
72805	08/01/13	Void	0.00
72806	08/01/13	James Daniel Gaines	62.15
72807	08/01/13	Diego Barquinero	5,673.00
72808	08/01/13	Donald P. Dormeyer	500.00
72809	08/01/13	Douglas Alan Gifford	500.00
72810	08/01/13	Dreamer Media, LLC	10,530.64
72811	08/01/13	Edward Giardina	500.00
72812	08/01/13	The Fab Four Corp.	25,000.00
72813	08/01/13	Franchise Tax Board	75.00

OC Fair & Event Center
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August 2013

Check No.	Date	Vendor Name	Amount
72814	08/01/13	Void	0.00
72815	08/01/13	Global Merchandising Services	15,728.61
72816	08/01/13	Void	0.00
72817	08/01/13	Void	0.00
72818	08/01/13	Void	0.00
72819	08/01/13	Harrison Kho	100.00
72820	08/01/13	Haruko Takeichi	158.38
72821	08/01/13	Play Productions, Inc f/s/o Hunter Hayes	69,750.00
72822	08/01/13	Void	0.00
72823	08/01/13	Inland Empire Weekly	945.00
72824	08/01/13	Isle Entertainment, Inc.	3,000.00
72825	08/01/13	Jacqueline C. Ramirez	500.00
72826	08/01/13	JamBase, Inc.	600.00
72827	08/01/13	James Collum	500.00
72828	08/01/13	James Elliott Entertainment	2,500.00
72829	08/01/13	James Galindo	400.00
72830	08/01/13	Joey Shults	476.28
72831	08/01/13	Janet M. Blake	500.00
72832	08/01/13	Jannet Sanchez	84.22
72833	08/01/13	JoAnne Artman	500.00
72834	08/01/13	John M. Watts, Jr.	500.00
72835	08/01/13	Void	0.00
72836	08/01/13	Judy Price	150.00
72837	08/01/13	Void	0.00
72838	08/01/13	Ken Cowell	450.00
72839	08/01/13	KFRG-FM	2,907.00
72840	08/01/13	Clear Channel Broadcasting, Inc.	3,230.00
72841	08/01/13	KLAX	862.75
72842	08/01/13	Univision Receivables Co. LLC	935.00
72843	08/01/13	Bianca Kulback	500.23
72844	08/01/13	Lagunatic Music & Filmworks, Inc	2,522.75
72845	08/01/13	Larry Isenberg (Which One's Pink)	5,500.00
72846	08/01/13	Lola Ramirez	100.00
72847	08/01/13	Lopez Works, Inc.	1,788.00
72848	08/01/13	Void	0.00
72849	08/01/13	Teresa Mason	92.86
72850	08/01/13	Steve Miller	173.73
72851	08/01/13	Music Zirconia, Inc.	1,200.00
72852	08/01/13	County of Orange	4,443.39
72853	08/01/13	Orange County Police Canine Association	13,250.00
72854	08/01/13	Orange County Sheriff's Office	452.66
72855	08/01/13	Orange High School	150.00

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Check No.	Date	Vendor Name	Amount
72856	08/01/13	Void	0.00
72857	08/01/13	Paige Oden	400.00
72858	08/01/13	Paulette Sauln	250.00
72859	08/01/13	Peggy Peattie	500.00
72860	08/01/13	Void	0.00
72861	08/01/13	Platinum Resource Group	1,628.25
72862	08/01/13	Void	0.00
72863	08/01/13	Ray Leier	300.00
72864	08/01/13	Rebecca Goodyear	104.25
72865	08/01/13	Regency Outdoor Advertising, Inc.	11,000.00
72866	08/01/13	Richard Martinez	100.00
72867	08/01/13	Void	0.00
72868	08/01/13	Roger Gordon	400.00
72869	08/01/13	Save Ferris, LLC	5,967.01
72870	08/01/13	Seismonos, Inc.	1,979.01
72871	08/01/13	Septien Entertainment Group	2,275.30
72872	08/01/13	State Disbursement Unit	953.00
72873	08/01/13	Statewide Seating & Grandstands, Inc.	2,500.00
72874	08/01/13	Steven Cirone	500.00
72875	08/01/13	Void	0.00
72876	08/01/13	Void	0.00
72877	08/01/13	Superior Asphalt Paving	4,950.00
72878	08/01/13	Void	0.00
72879	08/01/13	Tsutsumida Pictures	360.00
72880	08/01/13	United Rentals Northwest, Inc.	4,850.59
72881	08/01/13	Warren Hile	300.00
72882	08/01/13	Westminster High School/FFA	1,500.00
72883	08/01/13	Void	0.00
72884	08/01/13	Zov Karamardian	100.00
E119575357	08/01/13	California Fairs Financing Authority	2,836.71
E119543529	08/01/13	California Fairs Financing Authority	16,100.70
E119563734	08/01/13	California Fairs Financing Authority	5,341.02
E119589939	08/01/13	California Fairs Financing Authority	32,737.50
E119553911	08/01/13	California Fairs Financing Authority	3,171.00
72885	08/02/13	Two Headed Monster Tours, Inc.	96,374.00
72886	08/02/13	Ralph Crowther	75.00
72887	08/02/13	TMB Productions LLC A Nevada Ltd Co/Styx	1,500.00
72888	08/02/13	Ralph Crowther	150.00
72889	08/02/13	TMB Productions LLC A Nevada Ltd Co/Styx	75,000.00
72890	08/03/13	Pacific Events Entertainment, Inc.	3,737.50
72891	08/03/13	Sara Haze Touring f/s/o Sara Haze	3,255.00
72892	08/04/13	Wash House Music, Inc. f/s/o J Boog	13,000.00

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Check No.	Date	Vendor Name	Amount
E119050165	08/05/13	Ray Cammack Shows, Inc.	700,000.00
ET2910838831	08/05/13	PAYPAL, INC.	59.95
72893	08/07/13	David O. Wade	300.00
72894	08/07/13	All-Alaskan Racing Pigs, LLC	22,994.25
72895	08/07/13	All-Alaskan Pedal Tractor Pull	10,695.00
72896	08/07/13	Allen Mesick	2,500.00
72897	08/07/13	American Express	2,318.82
72898	08/07/13	American Express	16,988.70
72899	08/07/13	Amy Wolf	601.80
72900	08/07/13	April Seiler	499.80
72901	08/07/13	August Johnson	10,000.00
72902	08/07/13	Barbara Crane	50.00
72903	08/07/13	Barbara DesRochers	200.00
72904	08/07/13	Blue Shield Of California	37,329.97
72905	08/07/13	Bravado International Corp.	16,660.19
72906	08/07/13	Brooke Lambrakis	100.00
72907	08/07/13	Cash Cow Productions f/s/o Dread Zeppelin	5,000.00
72908	08/07/13	Cal Poly Pomona Foundation, Inc.	3,000.00
72909	08/07/13	California Rare Fruit Growers, Inc.	630.00
72910	08/07/13	Cassandra Sauer	325.00
72911	08/07/13	California Fair Services Authority	1,544.52
72912	08/07/13	California Fair Services Authority	465.00
72913	08/07/13	Chef Ray Presents	9,000.00
72914	08/07/13	Cheryl Lee	100.00
72915	08/07/13	Christian Steven Hackett	3,000.00
72916	08/07/13	Commercial Cleaning Systems	57,461.26
72917	08/07/13	Conrad Gonzalez	325.00
72918	08/07/13	Conor Keegan	400.00
72919	08/07/13	Conor Keegan	194.07
72920	08/07/13	Lou M. McCammon	11,904.00
72921	08/07/13	CR & A Custom, Inc.	33,593.35
72922	08/07/13	Dan Laney	365.80
72923	08/07/13	Ravioli the Clown	5,775.00
72924	08/07/13	Diane Heathman	187.16
72925	08/07/13	Diana Perkins	200.00
72926	08/07/13	Dirty Heads Touring, Inc.	11,549.89
72927	08/07/13	Donita Blalock	355.08
72928	08/07/13	Dragon Knights, Inc.	56,750.00
72929	08/07/13	Edward Russell	21,850.00
72930	08/07/13	Efrain Valenzuela Photography	1,100.00
72931	08/07/13	Elise Wallace	100.00
72932	08/07/13	Emily Ojeda	100.00

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72933	08/07/13	Ernesto Atilano	325.00
72934	08/07/13	Ernest Miller	100.00
72935	08/07/13	The Fab Four Corp	193.39
72936	08/07/13	Flaming Lips, Inc.	1,285.19
72937	08/07/13	Dr. Francine Bradley	150.00
72938	08/07/13	Franchise Tax Board	811.38
72939	08/07/13	Frank Thurston	12,000.00
72940	08/07/13	Gem Faire, Inc.	234.22
72941	08/07/13	Golden West Game Breeders & Bird Club	1,000.00
72942	08/07/13	Great American Entertainment Co dba	26,850.00
72943	08/07/13	IAI Presentations, Inc.	34,650.00
72944	08/07/13	Inland Empire Weekly	667.00
72945	08/07/13	IRS - ACS Support - Stop 813G	335.38
72946	08/07/13	JamBase, Inc.	600.00
72947	08/07/13	James Collum	500.00
72948	08/07/13	Jeff Gillette	500.00
72949	08/07/13	Jenny Britton	3,250.00
72950	08/07/13	Jimm Vest	500.00
72951	08/07/13	Jorge Diaz	325.00
72952	08/07/13	Josef Hopkins-Olaitan	1,500.00
72953	08/07/13	Kaiser Foundation Health Plan	29,126.42
72954	08/07/13	Karaoke Rockstarz, Inc.	14,880.00
72955	08/07/13	Kayla Perry	50.00
72956	08/07/13	Keli Villegas	31.30
72957	08/07/13	Linda Amendt	100.00
72958	08/07/13	Lisa Sexton	6,612.50
72959	08/07/13	Lopez Works, Inc.	29,025.50
72960	08/07/13	Markus Carver	400.00
72961	08/07/13	Mark My, Inc.	26,000.00
72962	08/07/13	Mike Moore	500.00
72963	08/07/13	Evy Young	222.37
72964	08/07/13	Mobile Mini, LLC - CA	2,224.80
72965	08/07/13	Mobile Modular Management Corporation	2,385.00
72966	08/07/13	Modular Space Corporation	3,931.20
72967	08/07/13	Newport Mesa Unified School District	6,116.94
72968	08/07/13	Oasis Camel Dairy	10,000.00
72969	08/07/13	County of Orange	23,265.43
72970	08/07/13	Orange High School	4,500.00
72971	08/07/13	Outhouse Exhibit Services	10,000.00
72972	08/07/13	Pacific Clippings	116.00
72973	08/07/13	Paulette Sauln	207.92
72974	08/07/13	Penhall Company	8,766.95

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72975	08/07/13	Peter James Riojas	2,000.00
72976	08/07/13	Phillip Shane Norton	3,720.00
72977	08/07/13	Void	0.00
72978	08/07/13	P. Michael Henderson	350.00
72979	08/07/13	PRG Lighting Los Angeles	36,999.29
72980	08/07/13	Rachel Klemek	100.00
72981	08/07/13	R.B. Enterprises	868.80
72982	08/07/13	Erieka Pimentel	100.00
72983	08/07/13	Ricoh USA, Inc	2,764.65
72984	08/07/13	RK Diversified Entertainment Inc	2,858.04
72985	08/07/13	RLM Provisions LLC	5,175.00
72986	08/07/13	Robert Elfaizy	5,500.00
72987	08/07/13	Ron Smelt	50.00
72988	08/07/13	Chris E. Heilman	24,343.20
72989	08/07/13	Santa Ysabel Double S Corp	1,703.00
72990	08/07/13	Sharon M. Augenstein	165.00
72991	08/07/13	Shaile Socher	3,450.00
72992	08/07/13	South Coast Striping, Inc.	8,750.00
72993	08/07/13	Southern California Sound Image, Inc.	200,600.00
72994	08/07/13	State Disbursement Unit	268.26
72995	08/07/13	Don R. Basile	98,500.00
72996	08/07/13	Swagline, Inc.	10,000.92
72997	08/07/13	SwingIt Trapeze, LLC	20,400.00
72998	08/07/13	Void	0.00
72999	08/07/13	Sparkles Delight	5,775.00
73000	08/07/13	The Expendables LLC	537.50
73001	08/07/13	The Gas Company	558.76
73002	08/07/13	Therry Vargas	1,000.00
73003	08/07/13	Tracey Wallace	1,500.00
73004	08/07/13	Tsutsumida Pictures	1,080.00
73005	08/07/13	Vicky Hsu	100.00
73006	08/07/13	Vivian Wang	7.75
73007	08/07/13	Ware Disposal, Inc.	4,270.92
73008	08/07/13	Williams Scotsman, Inc.	18,618.28
73009	08/07/13	Osvaldo Orellana	500.00
73010	08/07/13	Yarddart Entertainment, L.L.C.	2,000.00
73011	08/07/13	Global Talent Music Recording Ltd	148,224.50
73012	08/08/13	Rebelution, LLC f/s/o Rebelution	47,000.00
73013	08/09/13	Brander Enterprises, Inc.	500.00
73014	08/09/13	Matisyahu Music, Inc. f/s/o Matisyahu	39,990.00
73015	08/09/13	Pyro Engineering, Inc.	26,000.00
73016	08/09/13	Statewide Seating & Grandstands, Inc.	7,600.00

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Check No.	Date	Vendor Name	Amount
73017	08/09/13	Warner Elektra Atlantic	26,235.01
73018	08/09/13	Wash House Music	831.75
E119942950	08/09/13	Ray Cammack Shows, Inc.	2,100,000.00
73019	08/10/13	Roy Englebrecht Promotions	8,050.00
73020	08/10/13	Void	0.00
73021	08/10/13	RHD, LLP f/s/o Roger Daltrey	110,250.00
73022	08/11/13	Void	0.00
73023	08/11/13	Harmonic Management f/s/o Roger Hodgson	75,000.00
E119060759	08/13/13	California Fairs Financing Authority	14,972.00
E119071924	08/13/13	California Fairs Financing Authority	20,069.95
E119081757	08/13/13	California Fairs Financing Authority	5,621.85
E119971048	08/14/13	Ray Cammack Shows, Inc.	1,000,000.00
73024	08/15/13	Association of State CA Supervisors	72.00
73025	08/15/13	American Ornamental	1,665.00
73026	08/15/13	AT&T	717.52
73027	08/15/13	Australian Foods	43.56
73028	08/15/13	Betty Hart	20.11
73029	08/15/13	Bill Young Productions, Inc.	870.00
73030	08/15/13	CalPERS - HCF	13,833.16
73031	08/15/13	Bravado International Corp.	12,356.65
73032	08/15/13	Cathy Thomas	100.00
73033	08/15/13	California Fair Services Authority	30,476.00
73034	08/15/13	California Fair Services Authority	5,091.46
73035	08/15/13	Commercial Cleaning Systems	8,865.33
73036	08/15/13	Moor + South Pier Management Company, LP	183,403.32
73037	08/15/13	CR & A Custom, Inc.	1,353.43
73038	08/15/13	Cresta Verde Landscape Construction, Inc	1,660.00
73039	08/15/13	Danny Maika Hamamoto	300.00
73040	08/15/13	Department Of General Services	537.00
73041	08/15/13	Donita Blalock	109.92
73042	08/15/13	Don Crutchfield Concessions	96.28
73043	08/15/13	Edward Leon	450.00
73044	08/15/13	Eric Estrada	13.64
73045	08/15/13	The Fair Group	200.00
73046	08/15/13	Family A Fair	166.33
73047	08/15/13	Dr. Francine Bradley	114.30
73048	08/15/13	Frontiers, LLC	1,300.00
73049	08/15/13	Haitbrink Asphalt Paving, Inc.	2,400.00
73050	08/15/13	I.D.W., Inc.	500.00
73051	08/15/13	Inland Empire Weekly	945.00
73052	08/15/13	IUOE, Craft/Maint. Division	1,080.00
73053	08/15/13	Jeanne's Candy Kitchen	20.00

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
August 2013

Check No.	Date	Vendor Name	Amount
73054	08/15/13	Josh Schreiber	1,518.00
73055	08/15/13	Kathleen Castagnoli	40.00
73056	08/15/13	Entravision Communications	1,190.00
73057	08/15/13	Clear Channel Broadcasting, Inc.	636.00
73058	08/15/13	Lightasmic!	20,925.00
73059	08/15/13	Live Nation Merchandise	3,510.76
73060	08/15/13	Lopez Works, Inc.	28,070.00
73061	08/15/13	McClain Roofing, Inc.	600.00
73062	08/15/13	Modular Space Corporation	527.04
73063	08/15/13	Murtaugh Meyer Nelson & Treglia, LLP	574.00
73064	08/15/13	Nora Chen	300.00
73065	08/15/13	Orange County Sheriff's Office	462.53
73066	08/15/13	OC Weekly	2,410.00
73067	08/15/13	Orange County Wine Society, Inc.	1,250.00
73068	08/15/13	Pacific Events Entertainment, Inc.	300.00
73069	08/15/13	Penhall Company	3,085.80
73070	08/15/13	Pinnacle Products	25.00
73071	08/15/13	Platinum Resource Group	1,574.63
73072	08/15/13	Rebelution, LLC	4,496.16
73073	08/15/13	Red Wing Hatchery	62.85
73074	08/15/13	RK Diversified Entertainment Inc	3,120.00
73075	08/15/13	Robert Papp	300.00
73076	08/15/13	Roy Delarue, Inc.	6,581.61
73077	08/15/13	SafeGuard Dental & Vision	91.82
73078	08/15/13	SDM Concessions	130.83
73079	08/15/13	SEIU Local 1000	1,631.52
73080	08/15/13	Sharon M. Augenstein	177.14
73081	08/15/13	Sivorak Kong	350.00
73082	08/15/13	Sixth Man Promotions Inc.	977.04
73083	08/15/13	Southern California Sound Image, Inc.	247,244.00
73084	08/15/13	State Disbursement Unit	953.00
73085	08/15/13	Statewide Seating & Grandstands, Inc.	1,400.00
73086	08/15/13	Susan Johnson	100.00
73087	08/15/13	Taiko Project	21,850.00
73088	08/15/13	Terri Crutchfield	93.60
73089	08/15/13	Tour Design Creative Services	1,060.00
73090	08/15/13	Trish Harrison	150.00
73091	08/15/13	Tsutsumida Pictures	288.00
73092	08/15/13	United Rentals Northwest, Inc.	276.52
73093	08/15/13	Valerie Loew	150.00
73094	08/15/13	Yvonne Andrew	300.00
73095	08/15/13	Rick Graves	33,754.50

OC Fair & Event Center
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Check No.	Date	Vendor Name	Amount
E49354582	08/19/13	Pitney Bowes Global Financial Services	2,000.00
73096	08/21/13	Aquatic Service, Inc.	195.00
73097	08/21/13	AT&T	10.77
73098	08/21/13	Boris Khechoyan	350.00
73099	08/21/13	Boulevard Greenhouse, Inc.	3,650.40
73100	08/21/13	Boyd & Associates	1,048.00
73101	08/21/13	Brian Danker	375.00
73102	08/21/13	BurrellesLuce	919.80
73103	08/21/13	CRG-Citadel, LLC	14,000.00
73104	08/21/13	Classic Tents	181,791.85
73105	08/21/13	C.M.A. Growers, Inc.	1,200.00
73106	08/21/13	CR & A Custom, Inc.	8,875.00
73107	08/21/13	CSI Electrical Contractors, Inc.	1,655.00
73108	08/21/13	Jacqueline Ahne	40.00
73109	08/21/13	Franchise Tax Board	818.19
73110	08/21/13	Gail Call	312.50
73111	08/21/13	Geri Cibellis	100.00
73112	08/21/13	Harmonic Management	307.41
73113	08/21/13	Inland Empire Weekly	667.00
73114	08/21/13	Jillian Browne	80.00
73115	08/21/13	KABC - TV	41,650.00
73116	08/21/13	KAMP-FM	5,206.25
73117	08/21/13	Clear Channel Broadcasting, Inc.	31,600.00
73118	08/21/13	Liberman Broadcasting, Inc.	5,669.50
73119	08/21/13	KCAL-TV	20,336.25
73120	08/21/13	KCBS-FM	7,284.50
73121	08/21/13	KCBS TV	17,297.50
73122	08/21/13	KCBS-FM	2,792.25
73123	08/21/13	KCOP	11,135.00
73124	08/21/13	KFSH	5,304.00
73125	08/21/13	Clear Channel Broadcasting, Inc.	5,875.00
73126	08/21/13	Clear Channel Broadcasting, Inc.	21,425.00
73127	08/21/13	KKGO - FM	5,461.25
73128	08/21/13	KLAX	4,058.75
73129	08/21/13	KLOS - FM Radio	5,843.75
73130	08/21/13	Univision Receivables Co. LLC	6,417.50
73131	08/21/13	Entravision Communications	5,530.00
73132	08/21/13	KMEX	32,342.50
73133	08/21/13	KNBC	32,427.50
73134	08/21/13	Clear Channel Broadcasting, Inc.	23,550.00
73135	08/21/13	Univision Receivables Co. LLC	4,802.50
73136	08/21/13	KROQ-FM	12,070.00

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
August 2013

Check No.	Date	Vendor Name	Amount
73137	08/21/13	KRTH-FM	5,310.37
73138	08/21/13	Univision Receivables Co. LLC	8,627.50
73139	08/21/13	Bonneville Int'l. Corp. - KSWD FM	6,664.00
73140	08/21/13	KTLA	47,642.50
73141	08/21/13	KTTV	39,525.00
73142	08/21/13	KTWV - FM	7,658.50
73143	08/21/13	KVEA	12,949.75
73144	08/21/13	KWHY - 22	6,502.50
73145	08/21/13	Liberman Broadcasting, Inc.	4,602.75
73146	08/21/13	Clear Channel Broadcasting, Inc.	4,547.50
73147	08/21/13	Void	0.00
73148	08/21/13	LA Weekly	22,119.00
73149	08/21/13	Press - Telegram	6,040.00
73150	08/21/13	Lisa Sexton	6,612.50
73151	08/21/13	Loomis Armored US, LLC	2,335.51
73152	08/21/13	Lopez Works, Inc.	55,343.00
73153	08/21/13	Miriam Somoano	312.50
73154	08/21/13	Orange County Register	17,312.18
73155	08/21/13	Penhall Company	6,321.56
73156	08/21/13	Peter Tarr	168.35
73157	08/21/13	Platinum Resource Group	3,280.88
73158	08/21/13	Pyro Engineering, Inc.	22,750.00
73159	08/21/13	RK Diversified Entertainment Inc	2,200.00
73160	08/21/13	Chris E. Heilman	33,821.28
73161	08/21/13	Void	0.00
73162	08/21/13	Silverado Stages, Inc.	83,347.50
73163	08/21/13	Southern California Edison	90,517.01
73164	08/21/13	Southern California Sound Image, Inc.	23,500.00
73165	08/21/13	Speeda Sound, Inc.	113,750.00
73166	08/21/13	State Disbursement Unit	268.26
73167	08/21/13	TalentWise	4,228.00
73168	08/21/13	TW Cable Ad Sales/LA	68,887.39
73169	08/21/13	Tsutsumida Pictures	270.00
73170	08/21/13	ValueClick Media	7,687.80
73171	08/21/13	Wayne Montz	125.00
73172	08/21/13	Williams Scotsman, Inc.	514.46
73173	08/21/13	XL Video, Inc.	350,355.37
73174	08/22/13	Los Angeles Times	56,072.26
73175	08/22/13	SanGar Builders, Inc.	2,225.00
E14059033	08/22/13	Public Employees Retirement System	95,828.34
E14054473	08/22/13	Public Employees Retirement System	2,247.89
73176	08/23/13	Sound Media Fusion, LLC	16,500.00

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
August 2013

Check No.	Date	Vendor Name	Amount
73177	08/23/13	Ovations FanFare, LP	155,791.13
E114917420	08/23/13	California Fairs Financing Authority	10,912.50
E110312855	08/26/13	United States Treasury	55,132.50
E112242408	08/27/13	US Bank	285,978.21
73178	08/28/13	Anker Trucking, Inc.	2,985.00
73179	08/28/13	AT&T	32.51
73180	08/28/13	AT&T U-verse	100.00
73181	08/28/13	Billy McKinley	485.00
73182	08/28/13	Boyd & Associates	30.87
73183	08/28/13	Bro Pack, Inc	2,250.00
73184	08/28/13	Cashier, Dept. of Food and Agriculture	188.30
73185	08/28/13	California Fair Services Authority	615.00
73186	08/28/13	Cindy Laursen	29.06
73187	08/28/13	Classic Tents	62,776.04
73188	08/28/13	Commercial Cleaning Systems	1,050.00
73189	08/28/13	Corona Cattle Inc	5,340.00
73190	08/28/13	CORT Business Services Corp.	1,844.52
73191	08/28/13	DeltaCare USA	745.78
73192	08/28/13	Delta Dental of California	4,501.49
73193	08/28/13	Dereing Seating & Mfg, Inc.	1,344.56
73194	08/28/13	Emergent, LLC	145,541.49
73195	08/28/13	Fair Media Solutions, LLC	3,495.00
73196	08/28/13	FEA Merchandise	9,150.64
73197	08/28/13	Haitbrink Asphalt Paving, Inc.	2,600.00
73198	08/28/13	Hi-Way Safety Rentals, Inc.	7,500.00
73199	08/28/13	Inland Empire Weekly	667.00
73200	08/28/13	IRS - ACS Support - Stop 813G	184.74
73201	08/28/13	Jannet Sanchez	9.00
73202	08/28/13	Jerry Liu & Associates	2,412.50
73203	08/28/13	KCAL-TV	1,232.50
73204	08/28/13	KCBS TV	1,445.00
73205	08/28/13	Keeton Kreitzer Consulting	2,000.00
73206	08/28/13	KFTR	17,680.00
73207	08/28/13	Khavarian Enterprises, Inc.	225.00
73208	08/28/13	KLOS - FM Radio	2,550.00
73209	08/28/13	KROQ-FM	2,550.00
73210	08/28/13	Clear Channel Broadcasting, Inc.	607.75
73211	08/28/13	Leslie Trasport	240.72
73212	08/28/13	Douglas Lofstrom	209.40
73213	08/28/13	Lopez Works, Inc.	132,208.00
73214	08/28/13	LVR International	18,555.00
73215	08/28/13	Modular Space Corporation	2,657.77

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
August 2013

Check No.	Date	Vendor Name	Amount
73216	08/28/13	Noble Rents, Inc.	6,240.00
73217	08/28/13	Orange County Register	18,757.20
73218	08/28/13	Orange County Sheriff's Advisory Council	7,395.00
73219	08/28/13	OC Weekly	16,368.00
73220	08/28/13	Ovations FanFare, LP	2,250.00
73221	08/28/13	Penhall Company	1,540.00
73222	08/28/13	Pinnacle Landscape Company	4,457.00
73223	08/28/13	Platinum Resource Group	1,374.75
73224	08/28/13	Premster Productions	30,186.30
73225	08/28/13	S&S Portable Services	1,854.00
73226	08/28/13	Quijote Corporation dba Sensis	6,250.00
73227	08/28/13	Shari Mesulam	29.00
73228	08/28/13	SpringBoard Video, LLC	9,770.81
73229	08/28/13	United Rentals Northwest, Inc.	4,460.07
Total August 2013 AP Checks / Electronic Payments			9,675,558.51

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2013**

Check No.	Date	Vendor Name	Amount
10828	08/16/13	Alexis Mejia	514.00
10829	08/16/13	Beatriz Tarin	409.50
10830	08/16/13	Katty Rodriguez	481.00
10831	08/16/13	Adrianna Garcia	278.00
10832	08/16/13	Aidina Baca	363.00
10833	08/16/13	Alexis Tarin	670.00
10834	08/16/13	Amanda Jacobs	542.00
10835	08/16/13	Ashley Koontz	309.75
10836	08/16/13	Autumn Thornberry	322.50
10837	08/16/13	Becky Herrera	526.25
10838	08/16/13	Bianey Gonzalez	337.50
10839	08/16/13	Bibiana Fuentes	425.00
10840	08/16/13	Branden Soderlund	427.00
10841	08/16/13	Brenda Tarin	403.50
10842	08/16/13	Briana Ayala	409.00
10843	08/16/13	Briana Rodriguez	413.75
10844	08/16/13	Cassidy Fleming	75.00
10845	08/16/13	Cinthya Morales	275.00
10846	08/16/13	Crystal Mejia	376.25
10847	08/16/13	Daisy Sanchez	459.00
10848	08/16/13	Daniel Galindo	302.25
10849	08/16/13	David Mendez	480.00
10850	08/16/13	Edilena Reyes	1,031.00
10851	08/16/13	Edward Howard	611.00
10852	08/16/13	Edwin Goxcon	282.50
10853	08/16/13	Elizabeth Lorenz	377.00
10854	08/16/13	Emily Arestigueta	276.00
10855	08/16/13	Enadina Gonzalez	305.00
10856	08/16/13	Eric Loges	100.00
10857	08/16/13	Frank Rodriguez	832.00
10858	08/16/13	Janet Menera	477.00
10859	08/16/13	Jesus Amaya	514.00
10860	08/16/13	Jorge Damacio	472.00
10861	08/16/13	Joshua Silva	412.50
10862	08/16/13	Julio Aranda	401.25
10863	08/16/13	Karina Moreno	495.00
10864	08/16/13	Kaylah Martinez	277.50
10865	08/16/13	Kimberly Bautista	420.50
10866	08/16/13	Lourdes Herrera	494.50
10867	08/16/13	Makayla Claes	4,407.50
10868	08/16/13	Marcus Reif	424.00
10869	08/16/13	Matthew Gonzalez	493.00

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2013**

Check No.	Date	Vendor Name	Amount
10870	08/16/13	Melissa Almazan	400.00
10871	08/16/13	Michelle Iniguez	1,130.00
10872	08/16/13	Mirian Bribiesca	404.25
10873	08/16/13	Nathan Talavera	441.00
10874	08/16/13	Nestor Marquez	322.76
10875	08/16/13	Nicholas Ramirez	75.00
10876	08/16/13	Parker Dolson	407.00
10877	08/16/13	Patricia Garcia	2,550.99
10878	08/16/13	Raymond Blanco	2,418.00
10879	08/16/13	Rosemary Monje	496.00
10880	08/16/13	Ryan Benson	478.00
10881	08/16/13	Samantha Hill	359.00
10882	08/16/13	Sarah Silva	423.00
10883	08/16/13	Steven Aguilar	602.00
10884	08/16/13	Tara Massey	441.75
10885	08/16/13	Tayah Bell	453.00
10886	08/16/13	Trina Brown	785.00
10887	08/16/13	Urfia Abdul	323.00
10888	08/16/13	Waverly Lai	401.00
10889	08/16/13	Adam Lewis	275.00
10890	08/16/13	Adam Uzueta	329.00
10891	08/16/13	Adriana Morales	277.25
10892	08/16/13	Alexis Martinez	291.25
10893	08/16/13	Alondra Elizaled	125.00
10894	08/16/13	Arianda Villegas	75.00
10895	08/16/13	Bradley Lopez	478.50
10896	08/16/13	Jason Diaz	479.00
10897	08/16/13	Jessica Valenzuela	125.00
10898	08/16/13	Kayla Smith	475.00
10899	08/16/13	Kevin Barajas	125.00
10900	08/16/13	Kristah Cliff	505.00
10901	08/16/13	Leia Mcconaughey	283.00
10902	08/16/13	Luis Soto	525.00
10903	08/16/13	Lyandra Opbroek	279.00
10904	08/16/13	Natalie Rivas	409.00
10905	08/16/13	Nick Mattox	75.00
10906	08/16/13	Tiffany Fess	438.50
10907	08/16/13	Tyler Lewis	275.00
10908	08/16/13	Vicki Trinh	55.00
10909	08/16/13	Victoria Gonzalez	277.50
10910	08/16/13	Zoey Mullen	75.00
10911	08/16/13	Jesus Ortiz	452.00

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2013**

Check No.	Date	Vendor Name	Amount
10912	08/16/13	Michael Soto	669.00
10913	08/16/13	Alex Bahena	294.50
10914	08/16/13	Angelica Ayala	341.00
10915	08/16/13	Antonio Rodriguez	505.00
10916	08/16/13	Athena Wingate	353.00
10917	08/16/13	Brian Soto	401.25
10918	08/16/13	Carly Jenkins	595.50
10919	08/16/13	Chloe Thompson	532.00
10920	08/16/13	Chris Cully	431.25
10921	08/16/13	Danielle Mahr	4,049.00
10922	08/16/13	Dylan Johnston	439.00
10923	08/16/13	Eddie Paschal	349.00
10924	08/16/13	Elijah Brennan	279.00
10925	08/16/13	Emily Mycroft	2,053.50
10926	08/16/13	Emma Guzman	551.00
10927	08/16/13	Erin Flores	276.50
10928	08/16/13	Garrett Proctor	2,040.00
10929	08/16/13	Greg Niklas	689.00
10930	08/16/13	Hannah Evans	276.00
10931	08/16/13	Hannah Green	975.00
10932	08/16/13	Jasmine Shedd	297.50
10933	08/16/13	Jeffrey Dickey	1,745.00
10934	08/16/13	Jenny Matti	4,030.00
10935	08/16/13	Jessica Laibson	275.00
10936	08/16/13	Johanna Lopez	276.00
10937	08/16/13	Jose Albizo	497.00
10938	08/16/13	Katie Morales	447.00
10939	08/16/13	Kayla Fink	175.00
10940	08/16/13	Kayley Thompson	557.50
10941	08/16/13	Lauren Smith	277.25
10942	08/16/13	Lindsey Diaz	341.00
10943	08/16/13	Lizzie Moore	507.50
10944	08/16/13	Luis Hernandez	281.25
10945	08/16/13	Madison Gonzales	407.50
10946	08/16/13	Max Daugherty	838.75
10947	08/16/13	Max Horan	275.00
10948	08/16/13	Mckenna Laban	401.75
10949	08/16/13	Michael Rodriguez	2,774.00
10950	08/16/13	Nick Monk	705.00
10951	08/16/13	Patrick McDonnell	429.00
10952	08/16/13	Raul Ravelo	322.25
10953	08/16/13	Sierra Courtney	1,339.00

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2013**

Check No.	Date	Vendor Name	Amount
10954	08/16/13	Steven Moore	1,869.50
10955	08/16/13	Zuleyma Oropeza	521.00
10956	08/16/13	Aaron Atristain	473.25
10957	08/16/13	Christian Saracho	428.50
10958	08/16/13	Shariah Dunn	754.00
10959	08/16/13	Aaron Sivard	536.25
10960	08/16/13	Alberto Reyes	525.00
10961	08/16/13	Alexander Oleksyszyn	404.00
10962	08/16/13	Alisa Hernandez	671.75
10963	08/16/13	Alissa Waldron	2,472.50
10964	08/16/13	Alyssa Smith	665.01
10965	08/16/13	Amber Peterson	90.00
10966	08/16/13	Baylee Langer	310.00
10967	08/16/13	Blanca Vargas	479.00
10968	08/16/13	Breanna O Dea	444.50
10969	08/16/13	Christopher Castillo	402.50
10970	08/16/13	Cynthia Dinoto	190.00
10971	08/16/13	Danielle Garcia	396.75
10972	08/16/13	Desiree Valdivia	297.25
10973	08/16/13	Destiny Ramos	291.00
10974	08/16/13	Eric Gutierrez	362.00
10975	08/16/13	Hanna Alexander	402.25
10976	08/16/13	Isabella Ruiz	499.00
10977	08/16/13	Jeremy McDermott	195.00
10978	08/16/13	Katelyn Keith	461.00
10979	08/16/13	Kimberly Canales	464.00
10980	08/16/13	Lexi Maganzini	1,606.81
10981	08/16/13	Maricela Saucedo	342.50
10982	08/16/13	Mario Canales	404.50
10983	08/16/13	Melodie Gonzalez	539.50
10984	08/16/13	Ryan Bangs	479.00
10985	08/16/13	Samantha Calvillo	450.76
10986	08/16/13	Stephanie Klein	2,291.00
10987	08/16/13	Tylor Bagwell	447.50
10988	08/16/13	Valerie Maciel	402.50
10989	08/16/13	Wendee Torres	312.50
10990	08/16/13	Yulieanna Duran	401.25
10991	08/16/13	Bryan Sosack	566.50
10992	08/16/13	Christina Parise	483.50
10993	08/16/13	Jordyn Rodriguez	2,972.76
10994	08/16/13	Kamryn Haiber	1,463.50
10995	08/16/13	Paige Alcott	1,025.00

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2013**

Check No.	Date	Vendor Name	Amount
10996	08/16/13	Richard Giesler	2,869.80
10997	08/16/13	Sydney Mycroft	672.50
10998	08/16/13	Austin Jaramillo	555.00
10999	08/16/13	AJ Molineri	401.00
11000	08/16/13	Aleen Sellers	443.75
11001	08/16/13	Alex Maitland	312.75
11002	08/16/13	Alex Skidmore	511.50
11003	08/16/13	Allen Danna	412.50
11004	08/16/13	Amanda Skinner	387.75
11005	08/16/13	Annie Wallace	650.00
11006	08/16/13	Bailey Hunter	689.00
11007	08/16/13	Beth Cuppernell	420.00
11008	08/16/13	Deborah Chamberlain	462.50
11009	08/16/13	Francesca deBoisblanc	482.50
11010	08/16/13	Jessica Johnson	567.00
11011	08/16/13	Jonathan Siasigarcia	421.00
11012	08/16/13	Jordin Wyman	539.00
11013	08/16/13	Kami Barnes	335.00
11014	08/16/13	Kelsey Kisling	90.00
11015	08/16/13	Kevin Kaire	401.00
11016	08/16/13	Kiran Maqbool	356.00
11017	08/16/13	Leana McCloe	362.50
11018	08/16/13	Lili Dias	622.25
11019	08/16/13	Martin Landeros	662.50
11020	08/16/13	Max Kim	303.75
11021	08/16/13	Megan Tye	235.00
11022	08/16/13	Melissa McCullough	1,316.00
11023	08/16/13	Mitchell Jensen	600.00
11024	08/16/13	Nika Westberg	781.25
11025	08/16/13	Samantha Wiggins	275.00
11026	08/16/13	Sarah Szymanski	608.75
11027	08/16/13	Sawyer Osborne	922.50
11028	08/16/13	Sean Cadwell	444.50
11029	08/16/13	Taylor Bandfield	443.00
11030	08/16/13	Thomas Seehusen	401.00
11031	08/16/13	Tiffany Brooks	1,491.25
11032	08/16/13	Veronica Martin	622.50
11033	08/16/13	Dylan Mongan	990.00
11034	08/16/13	Hamzah Yamani	645.00
11035	08/16/13	Isabella Vegh	75.00
11036	08/16/13	Jamie Cartwright	355.00
11037	08/16/13	Sumayyah Yamani	1,545.00

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2013**

Check No.	Date	Vendor Name	Amount
11038	08/16/13	Brayan Ramirez	328.75
11039	08/16/13	Amber Buzzard	439.50
11040	08/16/13	Danielle Chargois	405.00
11041	08/16/13	Jazmin Vega	438.75
11042	08/16/13	Sonia Villalobos	501.50
11043	08/16/13	Alexus Caudle	922.50
11044	08/16/13	Cameron Stephen	1,094.00
11045	08/16/13	Erin Perez	1,257.50
11046	08/16/13	Jake Hetherington	3,412.50
11047	08/16/13	Kacie Nugent	523.75
11048	08/16/13	Savannah Nugent	2,053.75
11049	08/16/13	Erika Garcia	355.00
11050	08/16/13	Jasmin Granados	275.00
11051	08/16/13	Lindsey Hernandez	2,622.00
11052	08/16/13	Maricela Perez	491.00
11053	08/16/13	Abigail Navarrete	453.00
11054	08/16/13	Albert Granados	301.00
11055	08/16/13	Alex Rubeshaw	276.00
11056	08/16/13	Alicia Jacobs	505.00
11057	08/16/13	Alyssa Pantoja	1,676.50
11058	08/16/13	Alyssa Ramirez	480.00
11059	08/16/13	Amber Atkins	1,731.25
11060	08/16/13	Annette Gonzalez	1,719.95
11061	08/16/13	Ashley Apolinar	324.00
11062	08/16/13	Autum Atkins	2,074.55
11063	08/16/13	Brianna Alfonso	275.00
11064	08/16/13	Brittany Jimenez	481.00
11065	08/16/13	Brittney Hernandez	275.00
11066	08/16/13	Cailey Duncan	277.50
11067	08/16/13	Carrie Ly	265.00
11068	08/16/13	Cassaundra Vos	4,847.50
11069	08/16/13	Cassidy Hohner	299.00
11070	08/16/13	Chantelle Barlow	645.00
11071	08/16/13	Daniel Aguilar	401.25
11072	08/16/13	David Aguilar	300.00
11073	08/16/13	David Reyes	2,889.00
11074	08/16/13	Denise Sanchez	344.00
11075	08/16/13	Elijah Vasquez	375.00
11076	08/16/13	Enrique Magana	1,710.50
11077	08/16/13	Garret Hill	1,004.50
11078	08/16/13	Hannah Rusiewski	428.50
11079	08/16/13	Jacob Barnett	310.00

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2013**

Check No.	Date	Vendor Name	Amount
11080	08/16/13	James Perea	437.00
11081	08/16/13	James Valdez	416.50
11082	08/16/13	Janea Rivera	278.00
11083	08/16/13	Jeanna Valdez	275.00
11084	08/16/13	Jessica Sanchez	979.00
11085	08/16/13	Jorge Bernada	402.50
11086	08/16/13	Joseph Reynaga	302.25
11087	08/16/13	Kameron Wills	1,607.50
11088	08/16/13	Karly L. Gonzalez	200.00
11089	08/16/13	Kelly Gibbs	520.00
11090	08/16/13	Kiona Tapp	856.75
11091	08/16/13	Lauren Fernandez	558.00
11092	08/16/13	Marcus Wood	595.00
11093	08/16/13	Mario Cuevas	513.00
11094	08/16/13	Nancy Garcia	392.00
11095	08/16/13	Nicolas Ibarra	479.00
11096	08/16/13	Oscar Rolon	362.00
11097	08/16/13	Rogelio Elizarraras	460.00
11098	08/16/13	Sarah Hill	486.00
11099	08/16/13	Sarah Martin	570.00
11100	08/16/13	Sarai Lopez	279.00
11101	08/16/13	Sarynna Romano	622.24
11102	08/16/13	Shannon Mosher	278.00
11103	08/16/13	Sheena Chavez	515.00
11104	08/16/13	Susan Day	300.00
11105	08/16/13	Robert Riley	3,242.50
11106	08/16/13	Sophia Gonzales	1,606.00
11107	08/16/13	Adrian Pacheco	636.00
11108	08/16/13	Alanis Brittain	281.75
11109	08/16/13	Alexandra Foresman	1,665.00
11110	08/16/13	Andreea Papana	315.50
11111	08/16/13	Blake Petty	524.00
11112	08/16/13	Christopher Oh	355.25
11113	08/16/13	Gaby Rounds	416.00
11114	08/16/13	Jasmine Kim	332.00
11115	08/16/13	Johanna Shanholtzer	280.00
11116	08/16/13	Josiah Tang	1,711.25
11117	08/16/13	Kayla Kaihara	333.00
11118	08/16/13	Maddison Petty	1,888.75
11119	08/16/13	Marco Martinez	335.00
11120	08/16/13	Michaela Kim	300.00
11121	08/16/13	Michelle Schade	412.75

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2013**

Check No.	Date	Vendor Name	Amount
11122	08/16/13	Natalie Quintanilla	1,827.50
11123	08/16/13	Sandy Dye	490.00
11124	08/16/13	Teresa Urbano	511.00
11125	08/16/13	Yadira Mendoza	432.00
11126	08/16/13	Joey Caston	250.00
11127	08/16/13	Ashleigh Mathias	3,232.50
11128	08/16/13	Becky Bender	543.00
11129	08/16/13	Charley Roberts	475.00
11130	08/16/13	Emily Gamboa	1,491.00
11131	08/16/13	Isabel Barnett	732.00
11132	08/16/13	Isabel Hans	185.00
11133	08/16/13	Ivy Malone	968.00
11134	08/16/13	Jordan Linss	1,757.50
11135	08/16/13	Julia Ammermon	277.00
11136	08/16/13	Kayla Caston	250.00
11137	08/16/13	Manuel Magdaleno	391.00
11138	08/16/13	Morgan Ulrich	130.00
11139	08/16/13	Samantha Barchilon	444.00
11140	08/16/13	Sarah Boots	435.00
11141	08/16/13	Sierra Roberts	851.50
11142	08/16/13	Tanner Barchilon	637.50
11143	08/16/13	Taylor Coker	1,375.00
11144	08/16/13	Taylor Eckenrod	787.50
11145	08/16/13	Toni Hammork	1,542.50
11146	08/16/13	Victoria Barnett	744.00
11147	08/16/13	Jourdan Cerillo	418.75
11148	08/16/13	Lana Fruto	1,944.60
11149	08/16/13	SeBin Lee	305.00
11150	08/16/13	Christene Salgado	439.00
11151	08/16/13	Oke Iyeke	160.00
11152	08/16/13	Ana Chavez	384.00
11153	08/16/13	Binh Diep	283.50
11154	08/16/13	Brianna DiDomenico	290.00
11155	08/16/13	Christy Ly	125.00
11156	08/16/13	Cynthia Herrera	278.25
11157	08/16/13	Emma Velasquez	125.00
11158	08/16/13	Helana Hernandez	275.00
11159	08/16/13	Jacob Johnson	538.75
11160	08/16/13	Jordan Blake	275.00
11161	08/16/13	Moises Nunez	975.00
11162	08/16/13	Nicolas Adamson	477.75
11163	08/16/13	Ricardo Cervantes	458.75

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2013**

Check No.	Date	Vendor Name	Amount
11164	08/16/13	Rosa Barrera	359.00
11165	08/16/13	Steven Nguyen	475.00
11166	08/16/13	Susana Diaz	283.50
11167	08/16/13	Taylor Dye	75.00
11168	08/16/13	Vanessa Angeles	400.00
11169	08/16/13	Bobbi Rach	2,694.10
11170	08/16/13	Alex Donnell	1,042.00
11171	08/16/13	Alexander Dugan	453.75
11172	08/16/13	Bret Worrell	500.75
11173	08/16/13	Emma Franceschi	392.00
11174	08/16/13	Isabelle Franceschi	840.25
11175	08/16/13	Jake Pennino	3,375.00
11176	08/16/13	Katie Moore	1,999.00
11177	08/16/13	Katy Kocisko	367.00
11178	08/16/13	Kaylee Worrell	438.75
11179	08/16/13	Madison Goldman	692.50
11180	08/16/13	Michael Parsons	4,377.50
11181	08/16/13	Void	0.00
11182	08/16/13	Ryan Donnell	394.50
11183	08/16/13	Sarah Mills	397.00
11184	08/16/13	Tate Lines	806.00
11185	08/16/13	Thomas Dunn	304.00
11186	08/16/13	Centennial Farm Foundation	146.40
11187	08/16/13	Jim Bailey	524.31
11188	08/16/13	SeaJay Bates	735.00
11189	08/29/13	OC 4H	166.40
Total August 2013 Junior Livestock Auction Checks			247,150.94

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD AUGUST 22, 2013**

1. CALL TO ORDER:

Chair La Belle called the meeting to order at 9:05 a.m.

2. MISSION STATEMENT:

Chair La Belle recited the OCFEC Mission Statement.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by Vice Chair Tkaczyk. Roll call taken by Jeff Willson.

4. DIRECTORS PRESENT:

Chair La Belle, Vice Chair Tkaczyk, Director Ellis, Director Tucker, Director Dodge, Director Jahangiri, Director Berardino, and Director Mouet

DIRECTORS ABSENT/EXCUSED:

Director Aitken

OTHERS PRESENT:

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Gary Hardesty, OCFEC Chief Technology & Production Officer; Larry Sasson; Jeff Willson, OCFEC; Marlene Apodaca, court reporter; Roger Grable; Reggie Mundekis; Mike Robbins; Jeanine Robbins; Joan Hamill, OCFEC Director of Community Relations; Nick Buffa, OCFEC; Elaine Kumamoto, OCFEC; Adela Generally, Ovations; Dan Gaines, OCFEC Director of Entertainment; Roy Englebrecht; Jason Jacobsen, OCFEC Director of Technology; Bradley Zindt, Daily Pilot; Jerry Eldridge, OCFEC Director of Facilities; Howard Sandler, OCFEC Director of Events; Jennifer Muir, OCEA; Ruby Lau, OCFEC Director of Marketing; Bianca Kulback, OCFEC Director of Human Resources; Ryan Miller, OCMP; Jeff Teller, OCMP; Stew Suchman, OCMP; Theresa Sears; Kevin Coy, OCWS; Clint Eastman, CPMG; Ed Straub;

5. CEO'S OPERATIONAL UPDATE

Doug Lofstrom, OCFEC Chief Executive Officer, introduced the OCFEC Strategic Management Team: Dan Gaines, Jerry Eldridge, Jason Jacobsen, Ruby Lau, Joan Hamill, Howard Sandler, Elaine Kumamoto, and Bianca Kulback.

Lofstrom then discussed the future issues that will need to be addressed by the Board of Directors: parking, circulation, space planning, off-site property, and customer amenities.

Lofstrom then introduced Michele Richards, OCFEC Chief Business Development Officer, who presented a recap of the 2013 OC Fair including attendance and promotion, broadcast and survey results.

Director Mouet noted the success of the OCTA Express and suggested that OCTA increase their promotional efforts to get the word out.

Director Ellis noted that the OCTA program is a result of a Federal grant and asked whether OCFEC has a backup plan in the event that the grant does not get approved in the future.

Director Mouet stated that there is another grant program available through AQMD.

Lofstrom then complimented the Executive Management Team for their efforts during the OC Fair.

Sharon Augenstein, OCFEC Chief Financial Officer, presented a recap of attendance, gross Fair revenues, and Pacific Amphitheatre sales.

Director Ellis discussed the increase in Fair days to spread attendance and reduce congestion. He then asked whether there were any long term thoughts about how to increase attendance and grow revenue?

Director Berardino asked when the audited numbers will be available.

Augenstein stated that she expects to present audited numbers in September.

Director Berardino then discussed the issues with the Costa Mesa 60th Anniversary.

Director Berardino asked whether we can obtain audit rights with the OC Marathon. Roger Grable answered that yes it can be obtained through mutual agreements.

Chair La Belle suggested that the item be agendaized for discussion in September.

Gary Hardesty, OCFEC Chief Production and Technology Officer, introduced Dan Gaines, Director of Entertainment, who presented some historical data regarding the Pacific Amphitheatre Concert Series.

Director Ellis suggested revisiting additional seating at Pacific Amphitheatre.

Hardesty then presented the Pacific Amphitheatre Phase II update including the Electrical Upgrade Project which is estimated to cost \$531,540.00.

Lofstrom then discussed the Wavelength Music Festival and presented a Certificate of Congratulations for the 2013 OC Fair from the city of Buena Park.

6. PUBLIC COMMENT

Theresa Sears spoke on behalf of Lisa Sabo who could not attend the meeting to convey her appreciation regarding the equestrian event during the OC Fair. Sears then stressed the importance of having a forensic audit. She expressed disappointment regarding the Board's handling of SB-741. She then spoke approvingly of the Pacific Amphitheatre concerts and Wavelength but criticized traffic issues on the 55 freeway.

Director Berardino suggested that Doug Lofstrom meet with the CMPD Chief of Police regarding traffic control issues during the OC Fair.

Lofstrom stated that he would meet with OCFEC staff and CMPD to provide information regarding the challenges regarding parking and circulation.

Director Jahangiri suggested offering a valet service.

Reggie Mundekis complimented the 2013 OC Fair. She stated that she visited the Jr. Livestock Auction and discussed how it teaches students about entrepreneurship. She then discussed concerns about the expense of attending the Fair.

Jeff Teller, Orange County Market Place, congratulated everyone on a great Fair and provided a Market Place update.

Director Berardino then mentioned that he had heard complaints about the cost of attending the Fair. He then stated that after seeing what vendors charge Fair customers, he has lost sympathy regarding complaints about rental rates.

7. MINUTES:

A. Board Meeting held June 27, 2013

Action Item

B. Board Meeting held July 8, 2013

Action Item

ACTION: Director Mouet motioned and Vice Chair Tkaczyk seconded to review and approve the minutes from the Board meetings held June 27, 2013 and July 8, 2013. **MOTION PASSED WITH DIRECTOR TUCKER AND DIRECTOR JAHANGIRI ABSTAINING**

8. CONSENT CALENDAR

- A. Standard Agreements: SA-62-13PA; SA-89-13PA; SA-226-13SP; SA-228-13SP; SA-232-13GE; SA-233-13GE; SA-234-13GE; SA-235-13FT; SA-236-13GA; SA-237-13GE; SA-238-13GE; SA-239-13FT; SA-240-13GE; SA-241-13SP; SA-242-13PS; SA-243-13GE; SA-244-13FT; SA-245-13FT; SA-246-13SP; SA-247-13LS; SA-248-13LS; SA-249-13SP; SA-250-13SP; SA-251-13SP; SA-252-13GA; SA-253-13LS; SA-254-13LS; SA-255-13LS; SA-256-13GE
- B. Amendments: SA-48-13GE (Amend #1); SA-120-13GE (Amend #1); SA-182-10SP (Amend #1); SA-180-13SP (Amend #1); SA-219-13SP (Amend #1); SA-219-13SP (Amend #2); SA-54-13SP (Amend #1); SA-111-13LS (Amend #1); SA-243-13GE; (Amend #1); SA-146-13FT (Amend #1); SA-253-13LS (Amend #1); SA-172-13GE
- C. Interagency Agreements: none
- D. Rental Agreements: R-037-13; R-148-13; R-162-13; R-179-13; R-183-13; R-184-13; R-185-13; R-187-13; R-188-13; R-189-13; R-195-13; R-097-13 (Amend. #1)
- E. Active Joint Powers Authority Agreements: 13-031A
- F. Commercial Agreements: 23362; 23547; 23549
- G. Platinum Partner Agreements: 23002; 23014; 23017; 23020; 23024; 23038; 23081; 23122; 23131; 23137; 23150; 23155; 23159; 23199; 23201; 23204; 23242; 23259; 23271; 23321; 23334; 23379; 23429; 23451; 23464; 23481; 23505; 23507; 23537; 23543; 23548; 23569; 23594; 23631; 23635; 23636; 23637; 23638; 23639; 23641; 23642; 23647; 23648; 23655

ACTION: Director Mouet motioned and Vice Chair Tkaczyk seconded to review and approve the Consent Calendar with Item E removed for further discussion. **MOTION PASSED WITH DIRECTOR BERARDINO ABSTAINING**

Lofstrom explained the Pacific Amphitheatre Phase II LOU.

Augenstein noted that agreement 03213006 on the JPA calendar need to be brought back on the September Consent Calendar due to its omission on the agenda.

ACTION: Director Berardino motioned and Director Mouet seconded to review and approve Item E. **MOTION PASSED UNANIMOUSLY**

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

Information Item

Reggie Mundekis asked that the Organizational Needs Assessment be explained and a timeline provided. She suggested that the organization be frozen as-is pending the Assessment.

Director Mouet provided an update on behalf of the Operational Needs Assessment Task Force.

Lofstrom explained that he would be working with the ONA Task Force to develop a scope of work that will be presented to the Board at the September Board meeting. He then discussed the proposed timeline with the assessment to begin in December and be delivered to the Board in April.

Director Berardino stated that he had been meeting with veteran's groups regarding the proposed veteran's memorial.

B. Discussion of SB-741

Action Item

Lofstrom presented the report drafted by Director Aitken.

Director Berardino removed himself from the discussion due to OCEA's position on the legislation.

Director Dodge excused herself at 11:26 p.m.

Reggie Mundekis took exception to Director Aitken's depiction of the OCFPS' position regarding the legislation. She then expressed her disappointment regarding the appointment of Lofstrom as the interim CEO accusing him of disinformation and half-truths.

Chair La Belle asked Mundekis to explain how SB-741 would lead to the privatization of fairgrounds.

Director Mouet asked Mundekis why, if the legislations is such a clear cut attempt to privatize fairgrounds, would the Governor sign such a bill?

Lofstrom then explained the current status of the legislation.

Director Mouet suggested that the most practical approach would be to create local policies that address the OCFPS' concerns.

Chair La Belle asked what would be the implications of being removed from the legislation.

ACTION: Vice Chair Tkaczyk motioned and Director Mouet seconded that the Board direct the CEO to contact the office of the author and ask whether he will accept an amendment exempting the 32nd DAA from SB-741 with an explanation of what would be the consequences of that exemption for OCFCF. **MOTION PASSED WITH DIRECTOR ELLIS VOTING NO AND DIRECTOR TUCKER ABSTAINING**

C. Review and Approve Bid for Memorial Garden Building Relocation Action Item

Hardesty presented the staff report and recommendation.

ACTION: Director Berardino motioned and Director Ellis seconded to authorize California Fairs Finance Authority (CFFA) to contract on behalf of OC Fair & Event Center with the selected apparent lowest qualified bidder for Memorial Garden building relocation. **MOTION PASSED UNANIMOUSLY**

D. Review and approve annual resolution for Workers Compensation coverage to be extended to the Board of Directors and all volunteers for Youth Expo, annual OC Fair and all other fair sanctioned activities and events. Action Item.

ACTION: Director Berardino motioned and Vice Chair Tkaczyk seconded to review and approve the annual resolution for Workers Compensation coverage to be extended to the Board of Directors and all volunteers for Youth Expo, the annual OC Fair and all other fair sanctioned activities and events. **MOTION PASSED UNANIMOUSLY**

E. Review and approve the appointment of the Board Chair to serve on behalf of the 32nd District Agricultural Association as an elector for the California Fair Services Authority (CFSA) Board of Directors elections.

Action Item

ACTION: Director Berardino motioned and Director Ellis seconded to adopt the following resolution:

Be it resolved that the OCFEC Board Chair, with the CEO serving as second, is hereby appointed to serve on behalf of the OC Fair & Event Center (32nd District Agricultural Association) as an elector for California Fair Services Authority (CFSA) Board of Directors elections.

MOTION PASSED UNANIMOUSLY

F. Review of Board of Directors Nominating Task Force Recommendation and Election of Board Officers

1. Office of Chair
2. Office of Vice Chair
3. Office of Secretary-Treasurer

Action item

Director Tucker, on behalf of the Nominating Task Force, nominated Director Tkaczyk as Board Chair, Director Aitken as Vice Chair and Doug Lofstrom as Secretary-Treasurer.

Director Berardino complimented Director La Belle on his service as Board Chair.

Lofstrom then echoed Director Berardino's comments.

ACTION: Director Berardino motioned and Director Ellis seconded to approve the Nominating Task Force recommendations for Chair, Vice Chair and Secretary-Treasurer of the Board of Directors for 2013 – 2014. **MOTION PASSED UNANIMOUSLY**

Director Ellis excused himself from the meeting at 12:07 p.m.

G. The 32nd District Agricultural Association Board of Directors delegates authority to execute all forms of agreements, contracts, and purchase orders without further authorization from the Board of Directors (Policy Reference 2.3.5). All such agreements, contracts and purchase orders are to be submitted to the Board

of Directors for review at subsequent meetings. This delegation is subject to board review at each annual meeting.

Action Item

Lofstrom asked Augenstein to present the staff report.

Reggie Mundekis spoke about signing authority limits in local cities and cautioned about raising the signing authority for the CEO.

Director Berardino suggested keeping the limit at the same level but create exemptions for regular, larger expenditures.

ACTION: Director Berardino motioned and Director La Belle seconded to approve the following delegation of authority: The 32nd District Agricultural Association Board of Directors delegates contractual authority to the CEO, Doug Lofstrom, up to \$50,000 for general contracts and \$300,000 for talent guarantees. The CFO, Sharon Augenstein, may sign contractual instruments as delegated by the CEO within the limits of the aforementioned contractual authority. Additionally, the Board authorizes an exemption for staff to issue payment for current billings in excess of \$50,000 incurred during regular budgeted operations but request that the Financial Monitoring Committee meet and provide amended language that would allow for regular budgeted items to be exempted from the limits of the delegation of authority. **MOTION PASSED UNANIMOUSLY**

Director La Belle asked Chair Tkaczyk to move Item H after the Closed Session.

10. CLOSED SESSION

Adjourned to closed session at 12:23 p.m. and resumed at 12:43 p.m.

Director Tucker excused herself from the meeting at 12:43 p.m.

Roger Grable report that no action was taken by the Board in Closed Session.

9. GOVERNANCE PROCESS (continued):

H. Approval of Compensation for OC FEC CEO

Action Item

No discussion or action taken.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Lofstrom requested that the September Board meeting be scheduled for Wednesday, Sept. 25 due to a scheduling conflict.

12. NEXT BOARD MEETING: WEDNESDAY, SEPTEMBER 25, 2013

13. ADJOURNMENT

Meeting adjourned at 12:44 p.m.

Stan Tkaczyk, Chair

Doug Lofstrom, Chief Executive Officer

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2013**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-52-13GA Amend #1	Statewide Seating & Grandstands, Inc.	Extend Use of 780 Seats at Grandstand Arena through September 23, 2013. Total contract increased to \$39,763.00	Year Round	04/22/13 - 10/14/13		\$2,000.00
SA-64-13TR Amend #1	Williams Scotsman, Inc.	Extend Rental of 64' x 12' Office Trailer through September 30, 2013. Total contract increased to \$5,100.00.	Fair	03/25/13 - 09/30/13		\$1,000.00
SA-88-13WC Amend #1	Lopez Works, Inc.	Extend Contract through October 31, 2013.	Year Round	05/15/13 - 10/31/13		\$0.00
SA-106-10PA Amend #6	On Hold					
SA-166-13FT Amend #1	Electric Car Sales and Service, Inc.	Increase Number of Carts Used for 2013 OC Fair. Total contract increased to \$47,511.29.	Fair	06/13/13 - 08/30/13		\$9,304.89
SA-228-08SC Amend #5	Moor + South/Pier Management Co. dba California Partnership Marketing Group	Extend Contract through November 30, 2013.	Year Round	11/1/12 - 11/30/13		\$0.00

Interagency Agreements

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
OCF-03-13IA	California Department of Human Resources	Online Human Resources Services	Year Round	07/01/13 - 06/30/13		\$5,500.00

Letters of Understanding

LOU #	DEMONSTRATOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
VOL-01-13	Robert Papp	Volunteer Dahlia Presentation at Centennial Farm	Year Round	09/07/13		\$0.00

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-52-13GA

REGISTRATION NUMBER

1270085

AMENDMENT NUMBER

#1

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

STATEWIDE SEATING & GRANDSTANDS, INC.

2. The term of this

Agreement is

04/22/13

through

10/14/13FED ID: 

3. The maximum amount of this **\$2,000.00 Amendment**
 Agreement after this amendment is: **\$39,763.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #52-13GA, dated March 22, 2013, between the District and Statewide Seating & Grandstands, Inc. is hereby amended as follows:

CONTRACTOR AGREES:

1. To modify the contract to extend the use of 780 seats at existing grandstand through Monday, September 23, 2013.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed THIRTY NINE THOUSAND SEVEN HUNDRED SIXTY THREE DOLLARS (\$39,763.00) based upon satisfactory completion of services herein required and receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

STATEWIDE SEATING & GRANDSTANDS, INC.

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Amanda Daniels, Vice President

ADDRESS

**P.O. Box 99031, San Diego, CA 92169
(619) 239-4040****STATE OF CALIFORNIA**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Doug Lofstrom, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
 Department of General Services
 Use Only

☐ Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-64-13TR

REGISTRATION NUMBER

1303856

AMENDMENT NUMBER

#1

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

WILLIAMS SCOTSMAN, INC.

2. The term of this

Agreement is

03/25/13

through

09/30/13FED ID: 

3. The maximum amount of this **\$1,000.00 Amendment**
 Agreement after this amendment is: **\$5,100.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #64-13TR, dated March 25, 2013, between the District and Williams Scotsman, Inc. is hereby amended as follows:

CONTRACTOR AGREES:

1. To modify the contract to extend the rental of the 64' x 12' mobile office trailer through Monday, September 30, 2013.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed FIVE THOUSAND ONE HUNDRED DOLLARS (\$5,100.00) based upon satisfactory completion of services herein required and receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
WILLIAMS SCOTSMAN, INC.		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Donna Finnerty, Contracts Administrator		
ADDRESS		
11811 Greenstone Avenue, Santa Fe Springs, CA 90670 (800) 782-1500		
STATE OF CALIFORNIA		
AGENCY NAME		<input type="checkbox"/> Exempt per:
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Doug Lofstrom, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-88-13WC

REGISTRATION NUMBER

1277672

AMENDMENT NUMBER

#1

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

LOPEZ WORKS INCORPORATED

2. The term of this

Agreement is

05/15/13

through

10/31/13

FED ID:

3. The maximum amount of this **\$0 Amendment**
 Agreement after this amendment is: **\$650,000.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #88-13WC, dated April 17, 2013, between the District and Lopez Works Incorporated is hereby amended as follows:

CONTRACTOR AGREES:

1. To amend the original contract to provide additional parking lot sweeping, venue clean-up and waste collection services at the OC Fair & Event Center beyond its expiration date. Contract term is extended to October 31, 2013.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

LOPEZ WORKS INCORPORATED

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Andre Lopez, President

ADDRESS

21195 Prairie View Lane, Trabuco Canyon, CA 92679
(949) 470-9351

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Doug Lofstrom, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

CALIFORNIA
Department of General Services
Use Only

☐ Exempt per:

Account #: Distribution

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-166-13FT

REGISTRATION NUMBER

1286487

AMENDMENT NUMBER

#1

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

ELECTRIC CAR SALES & SERVICE INC.

2. The term of this

Agreement is

06/13/13

through

08/30/13FED ID: 

3. The maximum amount of this
- \$9,304.89 Amendment**
-
- Agreement after this amendment is:
- \$47,511.29**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #166-13FT, dated May 30, 2013, between the District and Electric Car Sales & Service Inc. is hereby amended as follows:**CONTRACTOR AGREES:**

1. To amend the original contract to include the addition of carts for the 2013 OC Fair, as follows:

Location	Deliver	Pick-Up	Item
Centennial Farm - Silo Lawn	6/5/2013	8/16/2012	1 - 4 passenger flatbed electric cart
Event Operations	6/5/2013	8/29/2013	1 - 4 passenger tourmaster electric cart
Exhibits	6/5/2013	8/16/2013	1 - 4 passenger flatbed electric cart
Facilities	6/5/2013	8/19/2013	1 - 4 passenger tourmaster electric cart
Livestock	6/5/2013	8/16/2013	2 - 4 passenger flatbed electric carts each with pintle hooks
Theme	6/5/2013	7/12/2013	1 - 4 passenger flatbed electric cart
Home Arts - Building #16	6/7/2013	8/16/2013	1 - 4 passenger flatbed electric cart

STATE AGREES:

- To pay the Contractor a total amount not to exceed FORTY SEVEN THOUSAND FIVE HUNDRED ELEVEN DOLLARS AND TWENTY NINE CENTS (\$47,511.29) upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

ELECTRIC CAR SALES & SERVICE INC.

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Wilfrid Billard

ADDRESS

**3850 Cherry Avenue, Long Beach, CA 90807
(562) 436-6241****STATE OF CALIFORNIA**

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Doug Lofstrom, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**CALIFORNIA
Department of General Services
Use Only**☐ Exempt per:

Account #: Distribution

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-228-08SC	#5
REGISTRATION NUMBER	
85701108342385	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

MOOR + SOUTH/PIER MANAGEMENT CO. dba CALIFORNIA PARTNERSHIP MARKETING GROUP

2. The term of this

Agreement is

11/01/12

through

11/30/13FED ID: [REDACTED]

3. The maximum amount of this **\$ 0 Amendment**
 Agreement after this amendment is: **\$ 895,946.22**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Standard Agreement #228-08SC, dated November 1, 2008, between the District and Moor + South/Pier Management Co. dba California Partnership Marketing Group is hereby amended as follows:

CONTRACTOR AGREES:



1. To amend the original contract to provide a corporate sponsorship and event sales fulfillment program for the OC Fair & Event Center beyond its expiration date. Contract term is extended to November 30, 2013.

STATE AGREES:

1. To pay the Contractor a total amount not to exceed EIGHT HUNDRED NINETY FIVE THOUSAND NINE HUNDRED FORTY SIX DOLLARS AND TWENTY TWO CENTS (\$895,946.22) upon satisfactory completion of services herein provided and upon receipt of proper invoice.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
MOOR + SOUTH/PIER MANAGEMENT CO.		
dba CALIFORNIA PARTNERSHIP MARKETING GROUP		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Taylor Safford, CEO & President		
ADDRESS		
P.O. Box 193730, San Francisco, CA 94119-3730 (415) 705-5565		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Doug Lofstrom, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

STANDARD AGREEMENT

STD 213 (Rev 06/03)

R1300258**R A F**

AGREEMENT NUMBER

OCF-03-13IA

REGISTRATION NUMBER

1307920

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

STATE AGENCY'S NAME

32nd Agricultural Association dba OC Fair & Event Center

CONTRACTOR'S NAME

California Department of Human Resources

2. The term of this Agreement is: **07/01/2013** through **06/30/2014**

3. The maximum amount of this Agreement is: **\$5,500.00**

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	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Budget Worksheet	1 page
Exhibit C* - General Terms and Conditions	GIA 610
Exhibit D - Special Terms and Conditions	1 page
Attachments: A, B, C, D, E, F, G	12 pages

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

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

California Department of Human Resources

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark T. Rodriguez, Chief, Administrative Services Division

ADDRESS

**1515 S Street, North Building, Suite 400
Sacramento, CA 95811****STATE OF CALIFORNIA**

AGENCY NAME

32nd Agricultural Association dba OC Fair & Event Center

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Doug Lofstrom, Chief Executive Officer

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626**California Department of General
Services Use Only**☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. California Department of Human Resources (CalHR) agrees to provide the following services:

Attachment A – On-Line Selection System Services
Attachment B – Exam Development Unit Services
Attachment C – Exam Service for Shared Cost Examinations
Attachment D – Medical Officer Services
Attachment E – Test Validation & Construction Services
Attachment F – Statewide Training Services
Attachment G – Bilingual Oral Fluency Exam Services

Please see the attachments for a complete description of the services provided.

2. The project representatives during the term of this agreement will be:

Requesting Agency:	Providing Agency: CalHR
Name: Sharon Augenstein	Name: Terri Yee
Phone: (714) 708-1521	Phone: 916.324.0432
Fax: (714) 708-1564	Fax: 916.327.0568
Email: saugenstein@ocfair.com	Email: terri.yee@calhr.ca.gov

Direct all inquiries to:

Requesting Agency:	Providing Agency: CalHR
Section/Unit: Dept. of Food & Ag./32 nd DAA	Section/Unit: Contracts Management Unit
Attention: Sharon Augenstein	Attention: Terri Yee
Address: 88 Fair Drive, Costa Mesa, CA 92626	Address: 1515 S Street, No. Bldg., Suite 400
Phone: (714) 708-1521	Phone: 916.324.0432
Fax: (714) 708-1564	Fax: 916.327.0568
Email: saugenstein@ocfair.com	Email: terri.yee@calhr.ca.gov

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the (Agency) agrees to compensate the California Department of Human Resources (CalHR) for actual expenditures incurred in accordance with the services specified on the attached Budget Worksheet, Exhibit B-1.
- B. CalHR will submit, in duplicate, an invoice for the total subscription amount contained in Attachment A of this Agreement during the first quarter of the current fiscal year. CalHR will invoice separately for Attachments B, C, D, E, F, and G once services have been provided. All invoices will include the Agreement Number and will be submitted in duplicate and not more frequently than monthly, in arrears, to:

Agency: 32nd District Agricultural Association
Attention: Accounts Payable
Address: 88 Fair Drive, Costa Mesa, CA 92626

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.
- C. Contractor reserves the right to ask for an amendment in the event there is an increase in costs in the current year and/or any subsequent years covered under this Agreement.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

4. **Non-Payment**

If payment has not been received for a non-disputed invoice within 60 days of the invoice date, the CalHR, in accordance with Government Code section 11255, will provide the agency with a 30-day notification of its intent to initiate a Transaction Request with the State Controller's Office to transfer funds from the agency to the CalHR. The agency will provide the following appropriation data to the CalHR: fund number; organization code; fiscal year; reference; and category or program. If applicable, the agency will additionally provide the element, component and task.

EXHIBIT B-1
BUDGET WORKSHEET

<u>SERVICE</u>	<u>FY 2013-14</u>
A. On-line Selection System Services	\$5,500.00
B. Exam Development Unit Services	
C. Exam Services for Shared Costs Examinations	
D. Medical Officer Services	
E. Test Validation & Construction Services	
F. Statewide Training Services	
G. Bilingual Oral Fluency Exam Services	
Total:	\$5,500.00

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Cancellation / Termination**

This Agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

Attachment A

Page 1 of 4

ON-LINE SELECTION SYSTEMS SERVICES

Your department has contracted to access California Department of Human Resource's On-Line Selection Exam and Certification Systems (Systems). The Systems provide on-line computer access for the purpose of:

- Conducting civil service examinations
- Creating and maintaining civil service eligible lists
- Generating and maintaining certification lists

Your department will be provided access to all departmental eligibility lists; service-wide eligibility lists; SROA lists, and reemployment lists; for which authority has been granted. Access is available to the Systems during regular business hours, on all regular state business days. Subscription fees are billed as a one-time, up-front cost and are not based on actual usage (see Subscription Fees below).

Exam and Cert Systems Team Services

The California Department of Human Resources' (CalHR) Exam and Cert Systems team will provide the following services during business hours on regular State Business Days:

A. Set up data files allowing departments to:

- Advertise examinations
- Administer examinations
 - Track examinations
 - Track exam applications
 - Schedule examinations
 - Score examinations
 - Add veteran preference points and career credits
 - Check promotional exam entrance eligibility
 - Capture and review candidate history
 - Generate notices
 - Ease administration of series exams (e.g. processing cross filers)
 - Obtain bottom line data
 - Establish exam history
- Establish Eligible Lists
- Maintain Eligible Lists
- Generate certification lists
- Generate contact letters
- Maintain certification lists
- Update eligibility records (e.g., Conditions of Employment Preferences, contact updates)
- Report against examination and certification data

Attachment A

Page 2 of 4

- B. Provide on-going consultation, training and guidance regarding use of the Systems
 - Ensure the Systems produce the desired results within the laws and rules
 - Confer for solutions in regards to processing needs within the Systems
 - Provide assistance in error resolution in regards to examination and certification processing within the Systems.
- C. Provide guidance regarding compliance with the laws and rules governing the examination and certification processes
- D. Provide liaison services with CalHR's Information Technology (IT) in regards to system output, Special input services and printing functionality
- E. Provide updates regarding use and functionality of Systems and processes
- F. Schedule and facilitate regular Regional Systems User Group Meetings

Training Services

Training services will be provided pursuant to the following provisions/guidelines:

- A. CalHR agrees to offer the following training classes:
 - a. Examination Systems Training
 - b. Certification Systems Training
- B. CalHR will schedule 2 training classes annually. Additional classes may be scheduled if a minimum of 20 training requests are received.
- C. CalHR will schedule training to trainees on a first-come, first-served basis, unless otherwise specified (e.g. training on a new topic may initially be limited in the number of participants allowed per department). CalHR will provide all training classes to contracting departments unless otherwise specified.
- D. CalHR will provide all necessary training materials relating to training provided.
- E. For the classes outlined in this attachment, CalHR will announce all classes and dates on the Grapevine website (<https://admin.jobstraining.ca.gov/ecosgrapevine/>). Unless specified differently in the training announcement posted, requests for training must comply with the following procedures:
 - 1. For each training request, the department must submit the appropriate training request form to CalHR with the following information:
 - a) Training attendee's name
 - b) Training Class
 - c) Training date

Attachment A

Page 3 of 4

2. Unless specified in the posted training announcement, send training requests to:
Department of Human Resources
Attn: Administrative Services Division
1515 S Street, North Building, Suite 400
Sacramento, CA 95811
3. CalHR will send a confirmation letter to each trainee at least 10 calendar days prior to the scheduled class date, provided the training request is received by that date. If a written request is not received at least 10 calendar days prior to the scheduled class date, CalHR will verbally confirm the trainee's attendance at least 3 days prior to the scheduled class date.
4. In the event a confirmed trainee is unable to attend a scheduled training, the Department must either:
 - a) Send a replacement trainee, or
 - b) Provide a minimum notice of 48 hours to CalHR prior to the training class starting.

Information Technology Division Services

- A. CalHR's Information Technology Division (ITD) supports the Systems and provides the following:
 1. Maintenance support of the computer software/programs
 2. Upgrades, replacements and enhancements to the computer software, programs and Systems
 3. Technical consultation and guidance regarding programming aspects of the Systems operations and enhancements
 4. Liaison with departmental staff for printer and terminal problems
 5. Liaison with Data Center regarding access problems
- B. The ITD provides the standard Management Information Systems (MIS) report to departments. The reports are available online at CalHR.ca.gov. The reports included are:
 1. Report 5102 – Ethnic, Sex and Disability profile of Employees by Department, Occupation Groups and Classification
 2. Report 5112 – Intake and Promotions of all Employees by Department, Occupation Groups and Classification
- C. Workforce Analysis – Equal Employment Opportunity and Information Services
CalHR will provide EEO Utilization Reports to state departments and community organizations upon request. These reports include state workforce representation, relevant labor force, employee intake and promotional appointments.

Attachment A

Page 4 of 4

Subscriptions Fees

Your department's cost for all services contained in this Attachment A is as follows:

- A. Subscription costs are based on a fee of \$9.80 per employee. The number of department employees is calculated as of December 31, 2012. The minimum cost is \$5,500, which includes full access to all services contained in this Attachment, regardless of the number of employees.
- B. A department accessing the Systems from a location(s) in addition to the department's Headquarters Personnel Office (i.e. Institutions, field offices, or subdivisions) will be assessed an access fee of \$500.00 per additional location.
- C. A department utilizing the on-line Systems for any other hiring entity* (e.g. department, agency, or commission) will be charged an additional fee as follows:

Fewer than 25 employees - \$750.00 per Hiring Entity

25 or more employees - \$3,500.00 per Hiring Entity

*If a department prefers, a separate agreement may be activated for each additional hiring entity.

EXAM DEVELOPMENT UNIT SERVICES

In addition to administering specialized examinations on a cost reimbursable basis, the California Department of Human Resources' (CalHR) Exam Development Unit provides specialized selection services upon request that can assist your department in accomplishing its selection goals. These specialized services are in addition to the examination services currently provided.

Available services include:

- Selection Consultation
 - Civil Service Examination Process
 - Eligible List and Certification Process.
- Workshops and Seminars on topics of interest to candidates and employees including:
 - How to Get a State Job
 - How to Read a Bulletin and Complete an Application Form
 - Resume Writing
 - Preparing For an Interview
 - Limited Examination and Appointment Program
 - Facing the Layoff Process.
 - Job Center open to the public for Recruitment information
- Administer Specialized Examinations
 - Departmental exams
 - Multi-Departmental, shared cost exams
- Access to the Grapevine: <https://admin.jobstraining.ca.gov/ecosgrapevine/>
 - A Communication Forum
 - Provides connectivity with the state HR community members
 - Obtain current information

Other Specialized Services may be created upon request. For reimbursable services, Departments will be billed at the hourly rate of \$90 for the services provided, monthly in arrears. Additionally, for examinations, departments will be billed \$1.00 per candidate taking the exam and \$1.50 per candidate attaining list eligibility and \$200.00 per month for IT maintenance for each examination on the jobs.ca.gov website.

Note: Departments also compensate the CalHR for costs associated with examination development and maintenance, and maintenance of any shared cost examinations if access is granted to the resulting eligibility list (see Attachment C).

The above information should assist departments in determining funds to set aside in the consolidated contract to fund other examinations.

**Tentative Servicewide Examination Schedule
2013-14**

CalHR administers examinations for Servicewide classifications every year on a cost-free basis to all state departments until Servicewide funding is exhausted for the year. The current list and schedule of Servicewide examinations are posted on the Grapevine with full details. Focused recruitment or additional testing is available on a reimbursable basis (see Page 1).

For 2013-2014, CalHR's tentative Servicewide Exam Schedule is as follows:

<u>Classification</u>	<u>Schedule Date</u>
Key Data Operator	To Be Announced
Office Assistant (General) (OAG)	Continuous-Sacramento Location
Office Assistant (Typing) (OAT)	Continuous-Sacramento Location
Office Technician (General) (OTG)	Continuous-Sacramento Location
Office Technician (Typing) (OTT)	Continuous-Sacramento Location
Staff Services Analyst (General)	Continuous

<u>LEAP Classifications</u>	<u>Schedule Date</u>
Accountant Trainee	Continuous
Assistant Information Systems Analyst	Continuous
Attorney	To Be Announced
Custodian	Continuous
Environmental Scientist	To Be Announced
Information Systems Technician	Continuous
Office Assistant (Typing)	Continuous
Office Assistant (General)	Continuous
Office technician (Typing)	Continuous
Office Technician (General)	Continuous
Program Technician	Continuous
Staff Services Analyst (General)	Continuous

Exam Services for Shared Cost Examinations

The Department agrees to compensate the California Department of Human Resources (CalHR) for the examination development and maintenance of the examinations categorized as a shared cost examination. Departments will be billed their contribution for each exam based upon their percentile split of the total amount. This is determined by comparing each department's number of filled positions in each tested classification to the total number of positions in each classification within the state. The Department agrees to compensate CalHR for the maintenance of the examinations, if the Department is provided access to the resulting eligibility list. The list and schedule of Servicewide examinations are posted and regularly updated on the Grapevine.

- A. **Information Technology Examinations (ITE)**- These examinations are administered for Information Technology (IT) classifications, as agreed upon between the CalHR and the Office of the Chief Information Officer (OCIO) on behalf of all departments.
- B. **Consortium Examinations (Consortium)** - CalHR provides oversight over the administration of consortium examinations. These examinations are designed to encourage departments to partner together, combining resources in order to establish one list to be used by participating departments to meet the state's hiring needs in a specific classification. Additional information regarding current and upcoming Consortium Examinations are available on CalHR's website. The Consortium Registration Forms and instructions are available on ECOS Grapevine.

Current Examinations:

<u>Series</u>	<u>Classification</u>	<u>Exam Group</u>
n/a	Associate Governmental Program Analyst	Consortium
n/a	Auditor	Consortium
n/a	Environmental Scientist	Consortium
n/a	Personnel Specialist	Consortium
n/a	Physician and Surgeon	Consortium
n/a	Register Nurse	Consortium
AC	Accountant Trainee	Consortium
AC	Accountant I (Specialist)	Consortium
AISA	Assistant Information Systems Analyst	ITE
AISA	Associate Information Systems Analyst	ITE
DPM	Data Processing Manager I	ITE
DPM	Data Processing Manager II	ITE
DPM	Data Processing Manager III	ITE
DPM	Data Processing Manager IV	ITE
IN	Investigator	Consortium
IN	Special Investigator	Consortium
ISA	Staff Information Systems Analyst (Specialist)	ITE
ISA	Staff Information Systems Analyst (Supervisor)	ITE
ISA	Senior Information Systems Analyst (Specialist)	ITE
ISA	Senior Information Systems Analyst (Supervisor)	ITE

Attachment C

Page 2 of 2

<u>Series</u>	<u>Classification</u>	<u>Exam Group</u>
IO	Information Officer 1 (Specialist)	Consortium
IO	Information Officer 1 (Supervisor)	Consortium
IO	Information Officer 2	Consortium
LR	Labor Relations Specialist	Consortium
LR	Labor Relations Analyst	Consortium
LR	Labor Relations Manager I	Consortium
LR	Labor Relations Manager II	Consortium
PA	Associate Programmer Analyst	ITE
PA	Staff Programmer Analyst (Specialist)	ITE
PA	Senior Programmer Analyst (Specialist)	ITE
PA	Senior Programmer Analyst (Supervisor)	ITE
PT	Program Technician	Consortium
PT	Program Technician II	Consortium
PT	Program Technician III	Consortium
SC	Attorney (Staff Counsel) I	Consortium
SC	Attorney (Staff Counsel) III	Consortium
SC	Attorney (Staff Counsel) IV	Consortium
SPT	Supervising Program Technician I	Consortium
SPT	Supervising Program Technician II	Consortium
SPT	Supervising Program Technician III	Consortium
SSM	Staff Services Manager I	Consortium
SSM	Staff Services Manager II (Supervisory)	Consortium
SSM	Staff Services Manager II (Managerial)	Consortium
SSM	Staff Services Manager III	Consortium
SSS	Systems Software Specialist I (Technical)	ITE
SSS	Systems Software Specialist II (Technical)	ITE
SSS	Systems Software Specialist II (Supervisory)	ITE
SSS	Systems Software Specialist III (Technical)	ITE
SSS	Systems Software Specialist III (supervisory)	ITE
TMS	Telecommunications Maintenance Supervisor I	ITE
TMS	Telecommunications Maintenance Supervisor II	ITE
TMS	Telecommunications Maintenance Supervisor III	ITE
TSA	Telecommunications Systems Analyst I	ITE
TSA	Telecommunications Systems Analyst II	ITE
TSM	Telecommunications Systems Manager I (Specialist)	ITE
TSM	Telecommunications Systems Manager I (Supervisory)	ITE
TSM	Telecommunications Systems Manager II (Supervisory)	ITE
TT	Telecommunications Technician	ITE
TT	Senior Telecommunications Technician	ITE

MEDICAL OFFICER SERVICES

The California Department of Human Resources' (CalHR) Medical Program provides the following:

- A. Review of all medical information on new hires.
 - 1. Certification of fitness to perform proposed essential job functions either:
 - (a) Without restriction; or
 - (b) Subject to specified medical restrictions.
 - 2. Testimony in administrative hearings in support of the professional medical opinions rendered relative to new hires.
- B. Consultation on issues such as health and safety, communicable disease, fitness for duty of current employees and drug testing.
- C. Subject matter expertise pertaining to medical issues.

Costs:

- A. Medical Review Fee:

Departments will be billed \$181.00 per medical review. Billing occurs monthly in arrears for the total number of reviews conducted during the previous month.

- B. Consultation Fee:

Per-hour fee of \$118.00 will apply to subject matter expertise for medically related issues, specific to department need. Consultation of this nature includes, but is not limited to:

- Departmental consultative meetings
- Job specification review and consultation
- Administrative consultation
- Attendance and/or advisement at Qualified Appraisal Panel examinations and hiring interviews
- Development and rating of examinations for job classifications in the medical field
- Assistance in the development and/or revision of classification specifications in the medical field
- Expertise and interpretation of medical standards for physical requirements in the performance of essential job functions

TEST VALIDATION AND CONSTRUCTION SERVICES

Test Validation and Construction (TV&C) offers a wide variety of selection-related products and services for state departments on a reimbursable basis (see below). The TV&C offers creative and fundamentally sound staffing solutions. The TV&C is available to assist your department with the following staffing products and services:

- Job Analysis
- Work Simulations
- Assessment Centers
- Bio Data Instruments
- Structured Interviews
- Written Examinations
- Physical Skills/Ability Tests
- Related Technical Support and Consultation Services
- Organizational Development
- Specialized Training

The TV&C staff is ready to work with your managers and staff to develop customized, comprehensive staffing products and services that meet your needs. Advantages of working with TV&C staff include the following: (a) expertise and availability of highly trained and experienced selection professionals; (b) development and use of valid selection components; and (c) access to/development of state-of-the-art, cost-effective selection products and services.

The TV&C typically contracts with departments for specific projects. However, departments are encouraged to use this consolidated contract as a means for budgeting funds for TV&C related work during the fiscal year. The TV&C staff will provide an estimate of the costs associated with anticipated projects based on the 2013-14 billing rate of \$150.00 per hour.

STATEWIDE TRAINING SERVICES

The Department of Human Resources (CalHR) has launched a new Statewide “one-stop-shop” Training program. Adding this service to your consolidated contract will allow your employees to sign up for training and will facilitate access to college/university services.

CalHR partners with experts in state departments and colleges to provide a wide variety of workforce planning, training, and performance management services. These services can be customized for the department, delivered in person, or on-line, in locations statewide. The training is designed to help employees succeed in their jobs and careers.

These classes and services are results-oriented and provided by State experts, Sacramento State University, University of California Davis, and Los Rios Community College.

In addition to offering open enrollment classes, staff is available to work with your managers and supervisors to develop customized, program-specific in person instructor-led and on line training classes to meet the particular needs of your department. CalHR has the flexibility to schedule existing classes and programs to accommodate the time-sensitive needs of your department. Many of these classes can be brought to your worksite. An updated list of cost-effective training class titles can be found online at CalHR.ca.gov/Training.

New services include: on-line training alternatives to instructor led classes, CalHR's new House Counsel training program (training provided by labor attorneys on technical or sensitive HR rules/laws), and expanded analytical, managerial, basic supervision, and executive level training. Our goal is to effectively and efficiently train more people in more topics in more locations leveraging all available state resources.

BILINGUAL ORAL FLUENCY EXAM SERVICES

The California Department of Human Resources (CalHR), Bilingual Services offers oral bilingual fluency examinations to assist departments in complying with the Dymally-Alatorre Bilingual Services Act. Bilingual Services conducts bilingual fluency examinations to certify state employees who are appointed to bilingual positions. Currently, Bilingual Services offers oral fluency examinations in the following languages:

- Cantonese
- Hindi
- Hmong
- Korean
- Mandarin
- Russian
- Spanish
- Tagalog
- Vietnamese

As exams become available in other languages, they will be identified on CalHR's website at <http://www.calhr.ca.gov>.

Services include:

- Scheduling the oral fluency examination;
- Securing a testing site to administer the examination;
- Securing a certified Chairperson and Rater;
- Preparing the panel package;
- Administering and recording the oral fluency examination;
- Sending examination results to the candidate and department; and
- Maintaining a list of CalHR bilingual certified individuals.

The cost for this service is \$115.00 per candidate.



R_____ A_____ F_____

AGREEMENT NO. **VOL-01-13**

DATE: **SEPTEMBER 3, 2013**

LETTER OF UNDERSTANDING

This Agreement constitutes a Letter of Understanding (LOU) between the **32nd District Agricultural Association**, hereinafter called "the District," and **Robert Papp**, hereinafter called "Demonstrator." The following terms set forth are agreed upon by both parties:

AGREEMENT

Demonstrator Agrees:

1. To provide an educational lecture titled "**Dahlias Above and The Ground Below**" at the Centennial Farm Garden Class, in the **Silo Building** located at 88 Fair Drive, Costa Mesa, CA 92626 at a cost of ZERO DOLLARS (\$0).
2. To set up on Saturday, September 7, 2013, between the hours of 8:00 a.m. and 9:00 a.m.
3. To present, discuss, and answer questions on dahlia care from 9:30 a.m. to 11:00 a.m., September 7, 2013.
4. To remove any presentation material by 2:00 p.m., September 7, 2013.
5. To the fullest extent permitted by law, Demonstrator shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)
6. The District reserves the right to terminate this agreement at any time by giving the Demonstrator notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of this agreement.

District Agrees:

1. To make available to Demonstrator a speaking area in the Silo Building at Centennial Farm between the hours of 8:00 a.m. – 2:00 p.m., September 7, 2013.
2. To provide audio visual equipment, microphone, speakers, projector, etc. at speaker's request.
3. To provide table(s) and chair(s) in the speaking area.
4. To provide Special Event Liability Insurance (SELI).
5. To allow Contractor to sell books, plants, and other garden related items, as approved by the District.

Unless specifically expressed or modified in this LOU, California State law shall be the prevailing law in the interpretation and performance of this agreement.

In Witness Whereof, this agreement has been executed by the parties identified below:

ROBERT PAPP
3123 Lomina Avenue, Long Beach, CA 90808
(562) 377-0751

By (Authorized Signature):

Printed Name and Title of Person Signing:
Robert Papp, President

32nd DISTRICT AGRICULTURAL ASSOCIATION
88 Fair Drive, Costa Mesa, CA 92626

By (Authorized Signature):

Printed Name and Title of Person Signing:
Sharon M. Augenstein, Chief Financial Officer

**OC FAIR EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
AUGUST 2013**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-089-13	Karma Media Group	Ultimate Beerfest OC	Beer Festival	Festival Field Grass	10/18/13 - 10/20/13	\$22,659.50
R-191-13	Cortez Viajeros	Trailler Rally	Trailer Rally	Campground	10/18/13 - 10/20/13	\$25 per night per RV
R-192-13	4C's	Trailler Rally	Trailer Rally	Campground	10/11/13 - 10/13/13	\$25 per night per RV
R-194-13	Travel Bees	Trailer Rally	Trailer Rally	Campground	11/15/13 - 11/17/13	\$25 per night per RV
R-196-13	Transcend Creative Group	Mercedes Benz S-CLA Tour	Sales Training	Huntington Beach Building	09/09/13 - 09/13/13	\$22,833.50
R-197-13	Vagabondias	Trailer Rally	Trailer Rally	Campground	11/15/13 - 11/17/13	\$25 per night per RV
R-198-13	Waff-N-Roll	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair, Block Party	01/01/14 - 12/31/14	Varies \$35.00 - \$400.00
R-199-13	Santa Ana Police Department	Santa Ana PD Training	Training	Lot H	01/01/14 - 12/31/14	\$60.00 Per day
R-201-13	Newport Beach Elks RV Club	Trailer Rally	Trailer Rally	Campground	10/18/13 - 10/20/13	\$25 per night per RV
R-202-13	Master Pool & Spa Corp dba Hot Productions	Spa and Pool Show	Consumer Show	Costa Mesa Building	09/05/13 - 09/09/13	\$13,000.00

REVIEWED _____

DATE September 10, 2013

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Karma Media Group** hereinafter, called the Renter

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 18 - 20, 2013**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Ultimate Beerfest OC

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$22,659.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Karma Media Group
1133 Camelback Street #7914
Newport Beach, CA 92658

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: **Randall Lichner, Promoter**Title: **Sharon Augenstein, Chief Financial Officer**

EXHIBIT A

Event Information

Event Name: Ultimate Beerfest OC
Contact Person: Randall Lichner
Event Date: 10/19/2013

Contract No: R-089-13
Phone: (949) 209-8735
Hours: Session 1: 11:00 AM - 03:00 PM
Session 2: 05:00 PM - 09:00 PM

Admission Price: V.I.P. Admission: \$75.00 General Admission: \$50.00 Designated Driver: \$15.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,500 Per Session

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Festival Field Grass	10/18/2013 06:00 AM - 11:00 PM	Move In	1,000.00
Saturday			
Festival Field Grass	10/19/2013 11:00 AM - 09:00 PM	Event	2,000.00
Sunday			
Festival Field Grass	10/20/2013 06:00 AM - 11:59 AM	Move Out	No Charge

-Move out must be completed by 11:59 AM on Sunday - October 20, 2013 to avoid additional charges. Total: 3,000.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00
Dumpster	Estimate 25	25.00 EA	18.00 EA	450.00
Electrical Splitter Box	Estimate 15	15.00 EA	55.00 EA	825.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Internet Connection	TBD	TBD EA	TBD	TBD
Marquee Board (7 Consecutive Days)	10/06/2013 - 10/12/2013	1.00 WK	450.00 WK	450.00
Picnic Table (Round)	Estimate 20	20.00 EA	15.00 EA	300.00
Portable Electronic Message Board	10/19/2013	2.00 EA	75.00 EA/DAY	150.00
Sweeper	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Ticket Booth	Estimate 1	1.00 EA	100.00 EA	100.00
Umbrella	Estimate 15	15.00 EA	10.00 EA	150.00

-OCFEC does not provide chairs for vendors or outside stages. Total: 4,100.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.00 HR	190.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.00 HR	76.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
Plumber	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
Event Day				
Grounds Attendant Lead	10/19/2013 09:00 AM - 09:00 PM	1.00 EA	30.00 HR	360.00
Grounds Attendant	10/19/2013 09:00 AM - 09:00 PM	4.00 EA	19.00 HR	912.00
Janitorial Attendant	10/19/2013 09:00 AM - 09:00 PM	4.00 EA	19.00 HR	912.00
Electrician	10/19/2013 09:00 AM - 09:00 PM	1.00 EA	45.00 HR	540.00
Plumber	10/19/2013 09:00 AM - 09:00 PM	1.00 EA	45.00 HR	540.00

Clean Up				
Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 15 Hours	15.00 HR	19.00 HR	285.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.00 HR	190.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

Event Sales & Services				
Event Coordinator	10/19/2013 09:00 AM - 09:00 PM	1.00 EA	40.00 HR	480.00

Guest Relations				
Security Attendant Lead	10/19/2013 09:00 AM - 09:30 PM	1.00 EA	30.00 HR	375.00
Security Attendant	10/19/2013 09:00 AM - 09:30 PM	17.00 EA	19.00 HR	4,037.50

EXHIBIT A

Event Information

Parking

Set up

Parking Attendant Lead

Parking Attendant

10/18/2013 08:00 AM - 05:00 PM

10/18/2013 08:00 AM - 05:00 PM

1.00 HR

30.00 HR

270.00

2.00 HR

19.00 HR

342.00

Outside Services

Emergency Medical Services

Lopez Works

Orange County Sheriff

Sound Engineer

Sound Engineer

State Fire Marshal

10/19/2013 08:30 AM - 09:30 PM (Estimate Only)

Estimate Only

Estimate Only

10/18/2013 TBD

10/19/2013 TBD

Estimate Only (Plan Review and/or Site Inspection)

2.00 EA

19.50 HR

507.00

1.00 EA

500.00 EVT

500.00

1.00 EA

2,000.00 EVT

2,000.00

TBD EA

750.00 EA/DAY

TBD

TBD EA

750.00 EA/DAY

TBD

1.00 HR

263.00 HR

263.00

Total:

13,559.50

Summary

Facility Rental Total

Estimated Equipment, Reimbursable Personnel and Services Total

Refundable Deposit

\$3,000.00

\$17,659.50

\$2,000.00

Grand Total:

\$22,659.50

Payment Schedule

Payment Schedule

First Payment

Due Date

09/18/2013

Amount

\$22,659.50

Total:

\$22,659.50

Payment Total:

\$22,659.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

LIQUOR LICENSE:

Ovations agrees to relinquish its liquor license on October 19, 2013 for the Ultimate Beerfest OC at the Festival Fields Grass area.

TICKET FEES:

- Karma Media Group agrees to pay \$1.50 per redeemed admission ticket to Ovations as a buyout fee, with a 40% payout on or before day of event and the balance due within 10 days following conclusion of event.
- Tickets will be pre-sold at Eventbrite.com.
- All tickets will be bar-coded and scanned at check-in.
- For verification purposes, the final gross check-in report will be included with final payment.
- For confirmation purposes, copies of all payments and final gross check-in report will also be provided to the OCFEC.

EXHIBIT A

Event Information

FOOD VENDOR FEES:

- Karma Media Group agrees to pay \$175.00 per food vendor/food truck fee to Ovations on or before the day of event.
- A copy of the food vendor/food truck list will be provided to Ovations with submittal of associated fees.

Title: Randall Lichner, Promoter

Title: Sharon Augenstein, Chief Financial Officer

Title: Juan Quintero, Ovations General Manager

DRAFT

REVIEWED _____

APPROVED _____

AGREEMENT NO. R-191-13

DATE September 10, 2013

FAIRTIME

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Cortez Viajeros** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 18 - 20, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Cortez Viajeros

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$25.00 per unit, per night, includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit, per night minus \$25.00 deposit, due to the Guest Relations Department on or before October 20, 2013. All campers must provide proof of insurance on or before October 18, 2013.
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Cortez Viajeros
888 East Mel Avenue
Palm Springs, CA 92262

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Helen Williams, Wagon Master

Title: Sharon Augensteiu, Chief Financial Officer

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **4C's** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 11 - 13, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

4C's

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:
\$25.00 per unit, per night, includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit, per night minus \$25.00 deposit, due to the Guest Relations Department on or before October 13, 2013. All campers must provide proof of insurance on or before October 11, 2013.
5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

4C's
5418 Mezzanine Way
Long Beach, CA 90808

By _____

Title: John Valencia, Wagon Master

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Sharon Augenstein, Chief Financial Officer

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Travel Bees** hereinafter, called the Renter

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 15 - 17, 2013**
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Travel Bees

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$25.00 per unit, per night, includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit, per night minus \$25.00 deposit, due to the Guest Relations Department on or before November 17, 2013. All campers must provide proof of insurance on or before November 15, 2013.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Travel Bees
6139 Colebrook
Lakewood, CA 90713

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Pat Larson, Wagon Master

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED _____

DATE September 10, 2013

APPROVED _____

FAIRTIME

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Transcend Creative Group hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **September 9 - 13, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Mercedes Benz S-CLA Tour

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$22,833.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Transcend Creative Group
1 Parklane Boulevard, 3rd Floor
Dearborn, MI 48126-2470

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: John Taylor, Chief Financial Officer

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Mercedes Benz S-CLA Tour
Contact Person: Patty Cornell
Event Dates: 09/09/2013 - 9/13/2013

Contract No: R-196-13
Phone: (323) 804-8559
Hours: 8:00 AM - 4:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 120 Per Day

Facility Rental Fees

Facility and/or Area Fees

Monday

Facility and/or Area Fees	Date-Time	Activity	Actual
Huntington Beach Building (#12)	09/09/2013 08:00 AM - 11:00 PM	Move In	1,450.00
Parking Lot I (Space for 20'x20' Tent and 6 Vehicles)	09/09/2013 08:00 AM - 11:00 PM	Move In	No Charge

Tuesday

Huntington Beach Building (#12)	09/10/2013 08:00 AM - 04:00 PM	Event	2,900.00
Parking Lot I (Space for 20'x20' Tent and 6 Vehicles)	09/10/2013 08:00 AM - 04:00 PM	Event	No Charge

Wednesday

Huntington Beach Building (#12)	09/11/2013 08:00 AM - 04:00 PM	Event	2,900.00
Parking Lot I (Space for 20'x20' Tent and 6 Vehicles)	09/11/2013 08:00 AM - 04:00 PM	Event	No Charge

Thursday

Huntington Beach Building (#12)	09/12/2013 08:00 AM - 04:00 PM	Event	2,900.00
Parking Lot I (Space for 20'x20' Tent and 6 Vehicles)	09/12/2013 08:00 AM - 04:00 PM	Event	No Charge

Friday

Huntington Beach Building (#12)	09/13/2013 08:00 AM - 04:00 PM	Event	2,900.00
Parking Lot I (Space for 20'x20' Tent and 6 Vehicles)	09/13/2013 08:00 AM - 04:00 PM	Event	No Charge

-Move out must be completed by 11:59 PM on Friday - September 13, 2013 to avoid additional charges. Total: 13,050.00

Estimated Equipment Fees

Description

Description	Date-Time	Units	Rate	Actual
Internet Connection	09/09/2013 - 09/13/2013	TBD EA	TBDEA/DAY	TBD
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate TBD	TBD HR	75.00 HR	TBD
Scissor Lift	Estimate TBD	TBD HR	75.00 HR	TBD
Sweeper	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Wireless Router	09/09/2013 - 09/13/2013	TBD EA	75.00 EVT	TBD

Total: 2,219.00

Reimbursable Personnel Fees

Description

Event Operations

Set Up

Description	Date-Time	Units	Rate	Actual
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.00 HR	95.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

Event Day

Janitorial Attendant	09/09/2013 Estimate 4 Hours in the AM	2.00 EA	19.00 HR	152.00
Janitorial Attendant	09/09/2013 Estimate 4 Hours in the PM	2.00 EA	19.00 HR	152.00
Janitorial Attendant	09/10/2013 Estimate 4 Hours in the AM	2.00 EA	19.00 HR	152.00
Janitorial Attendant	09/10/2013 Estimate 4 Hours in the PM	2.00 EA	19.00 HR	152.00
Janitorial Attendant	09/11/2013 Estimate 4 Hours in the AM	2.00 EA	19.00 HR	152.00
Janitorial Attendant	09/11/2013 Estimate 4 Hours in the PM	2.00 EA	19.00 HR	152.00
Janitorial Attendant	09/12/2013 Estimate 4 Hours in the AM	2.00 EA	19.00 HR	152.00
Janitorial Attendant	09/12/2013 Estimate 4 Hours in the PM	2.00 EA	19.00 HR	152.00

EXHIBIT A

Event Information

Janitorial Attendant	09/13/2013 Estimate 4 Hours in the AM	2.00 EA	19.00 HR	152.00
Janitorial Attendant	09/13/2013 Estimate 4 Hours in the PM	2.00 EA	19.00 HR	152.00

Clean Up

Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.00 HR	152.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.00 HR	76.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

Parking

Parking Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Parking Attendant	Estimate 4 Hours	4.00 HR	19.00 HR	76.00

Technology

Technology Attendant	TBD on Internet Requests	TBD HR	35.00 HR	TBD
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Guest Relations

Security Attendant	09/09/2013 10:30 PM - 09/10/2013 08:00 AM	1.00 EA	19.00 HR	180.50
Security Attendant	09/10/2013 04:00 PM - 09/11/2013 08:00 AM	1.00 EA	19.00 HR	304.00
Security Attendant	09/11/2013 04:00 PM - 09/12/2013 08:00 AM	1.00 EA	19.00 HR	304.00
Security Attendant	09/12/2013 04:00 PM - 09/13/2013 08:00 AM	1.00 EA	19.00 HR	304.00

Outside Service

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
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Total: 3,664.50

Summary

Facility Rental Total	\$13,050.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,883.50
Parking Buyout	\$2,400.00
Refundable Deposit	\$1,500.00

Grand Total: \$22,833.50

Payment Schedule

First Payment	Due Date	Amount
	08/15/2013	\$22,833.50

Total: \$22,833.50

Payment Total: \$22,833.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

REVIEWED _____

APPROVED _____

DATE September 10, 2013

FAIRTIME

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Vagabondias** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 15 - 17, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Vagabondias

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$25.00 per unit, per night, includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit, per night minus \$25.00 deposit, due to the Guest Relations Department on or before November 17, 2013. All campers must provide proof of insurance on or before November 15, 2013.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Vagabondias
8237 Birchcrest
Downey, CA 90240

By _____

Title: Nancy Anna, Wagon Master

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED _____

APPROVED _____

AGREEMENT NO. R-198-13

DATE August 13, 2013

FAIRTIME

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Waff-N-Roll hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 1, 2013 to December 31, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Waff-N-Roll

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on date agreed upon at time of scheduling. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Waff-N-Roll
2444 Glenneyre Street
Laguna Beach, CA 92651

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: **Brian Fast**

Title: **Sharon Augenstein, Chief Financial Officer**

AGREEMENT: R-198-13
DATED: August 13, 2013
WITH: Waff-N-Roll
PHONE: 714-473-3357

EMAIL: brianfast@aol.com

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2013 - December 31, 2013

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that fail to cancel within twenty-four (24) hours of scheduled event are subject to full space rental fee.
- To provide all required documents (as listed below*) prior to arrival at each event.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Trucks will not be allowed to leave early. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2013 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11 am - 2 pm	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 pm - 9 pm	\$50.00 per Event
2013 Youth Expo	April 13-14	9 am - 5 pm	\$50.00 per Day
2013 OC Fair	July 12-August 11 (Day of Week TBD)	Noon - 10:00 pm	\$400.00 per Day
2013 NYE Block Party	December 31, 2013-January 1, 2014	7:30 pm - 1:30 am	\$300.00

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown on Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sales Permit Number

REVIEWED _____

DATE September 10, 2013

FAIRTIME

APPROVED _____

INTERIM xx

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Santa Ana Police Department** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

August 20, 2013 and ending on December 31, 2013

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

Parking Lot "H"

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Officer Training

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$60.00 Per Day - Please see Exhibits "A" "B" "C" and "E" which are incorporated and made part of the Rental Agreement.

5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
6. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
7. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
8. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding of agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
10. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
11. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
12. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Santa Ana Police Department
20 Civic Center Plaza
Santa Ana, CA 92701

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title **Mark Bell, Training Officer**

Title **Sharon Augenstein, Chief Financial Officer**

EXHIBIT "A"

Event Name: Santa Ana Police Department Officer Training
Contact Person: Mark Bell
Event Dates: 08/16/2013 - 12/31/2013 (TBD)

Contract No: R-199-13
Phone: (714) 647-5400
Hours: 08:00 AM - 05:00 PM

LOCATION(S):

Projected Attendance: 15

Parking Lot H..... \$60.00/Day

RENTER AGREES:

- That this agreement covers all officers training to take place at the OC Fair & Event Center during the 2013 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- **An OC Fair & Event Center written confirmation approving each date and specific location is required prior to a renter promoting or advertising an event. This avoids any miscommunication between your department and the OC Fair & Event Center.**
- **To provide proof of insurance by August 20, 2013**
- To notify the District (OCFEC) of any accident that takes place during the training. **The Guest Relations Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.**
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single session day.
- Alcohol brought on grounds by department personnel is strictly prohibited.
- Loud noises are not allowed on the property at any time due to the vicinity of the adjacent residential housing tracks, City Hall and City services. **Such sound violations can be cause for termination of your event and removal from the premises.**
- Damage made to Lot H and/or OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 mph.
- Parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for further necessary precautions in and around the event.

REVIEWED _____

APPROVED _____

DATE September 10, 2013

FAIRTIME

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Newport Beach Elks RV Club** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 18 - 20, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Newport Beach Elks RV Club

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$25.00 per unit, per night, includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit, per night minus \$25.00 deposit, due to the Guest Relations Department on or before October 20, 2013. All campers must provide proof of insurance on or before October 18, 2013.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Newport Beach Elks RV Club
8391 Snowbird Drive
Huntington Beach, CA 92646

By _____

Title: Al Reed, Wagon Master

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED _____

APPROVED _____

DATE September 10, 2013

FAIRTIME

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Master Pool & Spa Corp dba Hot Productions hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **September 5 - 9, 2013**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Hot Productions - Pool and Spa Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$13,000.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Master Pool & Spa Corp dba Hot Productions
6415 Wayzata Boulevard
Saint Louis Park, MN 55426

By _____

Title: Ross Erickson, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Sharon Augenstein, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: Hot Productions - Pool and Spa Show
 Contact Person: Ross Erickson
 Event Dates: 09/06/2013 - 09/08/2013

Contract No: R-202-13
 Phone: (612) 369-3717
 Hours: Friday: 12:00 PM - 9:00 PM
 Saturday: 10:00 AM - 9:00 PM
 Sunday: 10:00 AM - 6:00 PM

Admission Price: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 600

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday Costa Mesa Building (#10)	09/05/2013 09:00 AM - 05:00 PM	Move In	*1,400.00
Friday Costa Mesa Building (#10)	09/06/2013 12:00 PM - 09:00 PM	Event	*2,900.00
Saturday Costa Mesa Building (#10)	09/07/2013 10:00 AM - 09:00 PM	Event	*2,900.00
Sunday Costa Mesa Building (#10)	09/08/2013 10:00 AM - 06:00 PM	Event	*2,900.00
Monday Costa Mesa Building (#10)	09/09/2013 09:00 AM - 09:00 PM	Move Out	No Charge

*Represents rental of 22,000 square foot portion of Costa Mesa Building at Huntington Beach Building fee.
 -Move out must be completed by 9:00 PM on Monday - September 9, 2013 to avoid additional charges.

Total: *10,100.00

Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
110 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Usage Rate	09/06/2013 - 09/08/2013	1.00 EA	350.00 EA/DAY	1,050.00
Marquee Board	09/02/2013 - 09/08/2013	1.00 WK	450.00 WK	450.00
Sweeper	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Picnic Table (Round w/Benches)	Estimate 6	6.00 EA	15.00 EA	90.00
Picnic Table (Rectangle w/Benches)	Estimate 2	2.00 EA	15.00 EA	30.00

Any additional requests for equipment not listed on this agreement will result in additional charges.

Total: 2,340.00

Reimbursable Personnel Fees				
Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.00 HR	57.00
Janitorial Attendant	Estimate 1 Hour	1.00 HR	19.00 HR	19.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
Event Day				
Grounds Attendant	09/06/2013 Estimate 2 Hours	1.00 EA	19.00 HR	38.00
Janitorial Attendant	09/06/2013 Estimate 2 Hours	1.00 EA	19.00 HR	38.00
Grounds Attendant	09/07/2013 Estimate 2 Hours	1.00 EA	19.00 HR	38.00
Janitorial Attendant	09/07/2013 Estimate 2 Hours	1.00 EA	19.00 HR	38.00
Grounds Attendant	09/08/2013 Estimate 2 Hours	1.00 EA	19.00 HR	38.00
Janitorial Attendant	09/08/2013 Estimate 2 Hours	1.00 EA	19.00 HR	38.00
Clean Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.00 HR	57.00
Janitorial Attendant	Estimate 1 Hours	1.00 HR	19.00 HR	19.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

EXHIBIT A

Event Information

Parking

- Hot Productions is responsible for providing and placing their own A-frame signage for parking direction purposes.
- Signage may not be placed on/along the venue's perimeter, sidewalk or grass areas.

Any additional request for personnel not listed on this agreement will result in additional charges.

Total: 560.00

Summary

Facility Rental, \$10,100.00
Estimated Equipment, Reimbursable Personnel and Services Total \$2,900.00

-Reimbursement for any additional request for personnel or equipment not listed on this rental agreement will be invoiced. Payment will be due upon receipt.

-Cost reimbursement for repair of any damages to the venue will be invoiced. Payment will be due upon receipt.

Grand Total: \$13,000.00

Payment Schedule

Payment Schedule

First Payment

Due Date Amount
09/01/2013 \$13,000.00

Payment Total: \$13,000.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure that you are aware of the details of these construction projects and how they may affect your event.

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of September 20, 2013

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL	PROJECT NOTES
Continuing						
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00	
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00	
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00	
California Fair Financing Authority	03212033	09/28/12	Asphalt Repair & Speed Bump Install	Century Paving	\$41,441.57	
California Fair Financing Authority	C0732X.454	02/01/12	Main Mall Renovation	Sanders Construction	\$3,402,000.00	
California Fair Financing Authority	C0032X.424	04/02/12	Master Plan	LSA Associates, Inc.	\$20,000.00	
California Fair Financing Authority	03212034	11/07/12	Gate 7 Improvements	A.T. Construction	\$84,240.00	
California Fair Financing Authority	03212035	11/08/12	Capital Improvements Contract Coordination and Support	California Fair Financing Authority	\$51,500.00	
California Fair Financing Authority	03212037	11/15/12	Soils Analysis	Willdan Geotechnical	\$9,486.30	
California Fair Financing Authority	03212038	11/26/12	Re-Roof Courtyard Restroom	McClain Roofing, Inc.	\$7,416.00	
California Fair Financing Authority	03212040	11/30/12	Stucco Courtyard Restroom	DCS Plastering	\$24,440.00	
California Fair Financing Authority	03212042	12/04/12	Paint Steel Structure at Centennial Farm	Painting Unlimited, Inc.	\$13,416.00	
California Fair Financing Authority	03212041	01/18/13	Courtyard Restroom Framing	All Family Construction, Inc.	\$18,200.00	
California Fair Financing Authority	03213003	01/14/13	Gate 1 Improvements	A.T. Construction	\$14,040.00	
California Fair Financing Authority	03213004	01/11/13	Reroof Santa Ana Pavilion	Pre-Fab Builders, Inc.	\$132,855.03	
California Fair Financing Authority	03213007	01/28/13	Varco Pruden Metal Panel Update	Pre-Fab Builders, Inc.	\$9,101.08	
California Fair Financing Authority	03213008	02/12/13	Gate 1 Phase II Stone Work	A.T. Construction	\$20,291.00	
California Fair Financing Authority	03213016	03/26/13	Color Coat Courtyard	DCS Plastering	\$15,570.88	
California Fair Financing Authority	03213006	06/10/13	Pac Amp Campground PMT Upgrade-Solicitation of Bids	CFFA	\$16,011.00	
California Fair Financing Authority	03213031, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70	
California Fair Financing Authority	03213031, Bid	05/17/13	Pac Amp Phase II - Solicitation of Bids	CFFA	\$88,536.00	
New						
California Fair Financing Authority	03213035	09/01/13	Memorial Gardens Building Relocation	CFFA	\$92,682.85	
Revision/Amendment						

New Joint Powers Authority Agreements

September 2013



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

To: Rebecca Desmond, Deputy Executive Director Date: June 10, 2013
California Fairs Financing Authority

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 13-006 (CFFA Project No. 03213006)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority (CFFA) ("Authority") and the 32nd District Agricultural Association (DAA) ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in the proposal attached hereto as Exhibit A in accordance with the terms and conditions contained therein.

SCOPE: Estimated Project Management Fees for the PacAmp Campground PMT Upgrade-Solicitation of Bids project at the Pacific Amphitheater/RV Campground.

SCHEDULE: Final Bidding Schedule TBD.

FUNDING: Fair Funded

1. The Fair shall pay Authority's actual costs and expenses in providing the forgoing services, including staff time, overhead, bidding administration labor, estimated outside services, direct costs and third party charges for the Electrical Upgrade "Solicitation for Bids" cost". These costs are estimated to be in the amount of **SIXTEEN THOUSAND, ZERO HUNDRED ELEVEN DOLLARS (\$16,011.00)**. These costs shall be paid in advance, or as directed by Authority.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The OCFEC's obligation to pay the "Solicitation for Bid" costs to the Authority shall survive termination of this LOU.

ACCEPTED BY:

Rebecca Desmond, Deputy Executive Director
California Fair Services Authority

Date

6/10/13

APPROVED BY:

Doug Lofstrom, CEO
Orange County Fair & Event Center

Date

6/11/13



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribune Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

EXHIBIT A

June 10, 2013

**Project No. 03213006- Solicitation of Bid Process for Electrical Upgrade
Re: 32nd District Agricultural Association (DAA) -PacAmp/Campground PMT Upgrade**

The estimated cost proposal for the Solicitation of Bids is based upon the following Scope of Work (SOW) and assumptions:

- A. The site of the proposed project is at the 32nd District Agricultural Association (DAA).
- B. CFFA will conduct plan review prior to preparation for solicitation
- C. CFFA will prepare the bid documents, manage the bid solicitation, RFI process, job walk, and bid opening.

This estimated cost proposal is for the Solicitation of Bid process only, and is associated with the upgrade of the electrical services and its connection to Southern California Edison (SCE) utilities. Items not included in the Scope of Work are any permits or associated review procedures required by other governmental agencies or public or private entities.

This SOW is for the "Solicitation of Bids" process only. Upon receipt and acceptance of the bid results, OCFEC approval of the bid, and awarding of the project to the lowest qualified bidder, CFFA will draft a new Letter of Understanding (LOU) for the actual construction, connection, activation, inspection and management of the new project. The Project Management fees will be for 6% of the awarded project cost plus direct third party, i.e. consultants, and reimbursable costs, i.e. advertising.

The estimated costs for CFFA to provide the "Solicitation to Bid" for the Electrical Upgrade is \$16,011, a breakdown of this cost is presented below. This "Solicitation to Bid" support fee is comprised of plan review, document preparation, advertising, job walk, response to RFI, and review of submitted bids. The Project Administration/Management Fees will be accounted in our standard six (6) percent fee for the total estimated cost of the project, and will be accounted for in the final project management fee at the completion of the electrical upgrade project. Should the Fair elect not to proceed with the said electrical upgrade upon the completion of this "Solicitation of Bids" LOU, CFFA will provide the Fair with an accounting of the actual costs incurred and the project Administration/Management Fees, as presented below, will be considered payment in full.

**Pacific Amphitheater/Camp Ground PMT Electrical Upgrade
(Solicitation of Bids)**

Project Administration/Management Fees	\$	6,342.00
Estimated Outside Services (Consultant Fees, etc.)	\$	6,500.00
Estimated Reimbursable Costs (Travel, Advertising, etc.)	\$	3,169.00
Total Estimated Fees/Costs		\$ 16,011.00

The project management fees will be billed in equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU. For this "Solicitation of Bids" project, it is expected that the project will be completed within a three (3) month period from June 2013 to August 2013. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA, which will include copies of applicable receipts. Any outside services contracted by CFFA on behalf of this project, that has yet to be compensated, will be paid directly by the Fair to the contractor within 7 days upon receipt of approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA will engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU. This includes, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair will be provided with documentation and verification of all reimbursable and third party direct costs. However, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-006, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-006, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

LETTER OF UNDERSTANDING MEMORIAL GARDENS BUILDING RELOCATION

To: Rebecca Desmond, Deputy Executive Director
California Fairs Financing Authority

Date: August 22, 2013

From: 32nd DAA, Orange County Fair & Event Center

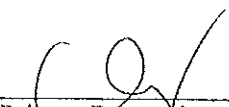
Subject: Letter of Understanding No. 13-035 (CFFA Project No. 03213035)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority ("Authority") and the 32nd DAA, Orange County Fair & Event Center ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in Exhibit A, attached hereto ("Project").

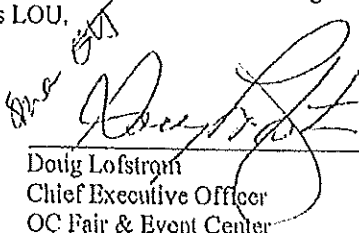
SCHEDULE: See Exhibit A (August 22, 2013), Memorial Gardens Building Relocation
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.
2. On or before September 1, 2013, Fair shall encumber funds maintained by the Fairgrounds, the amount of NINETY TWO THOUSAND, SIX HUNDRED, EIGHTY TWO DOLLARS and EIGHTY FIVE CENTS (\$92,682.85), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay the Project Cost shall survive termination of this LOU.


Rebecca Desmond
Deputy Executive Director
California Fair Services Authority

Date


Doug Lofstrom
Chief Executive Officer
OC Fair & Event Center


Date

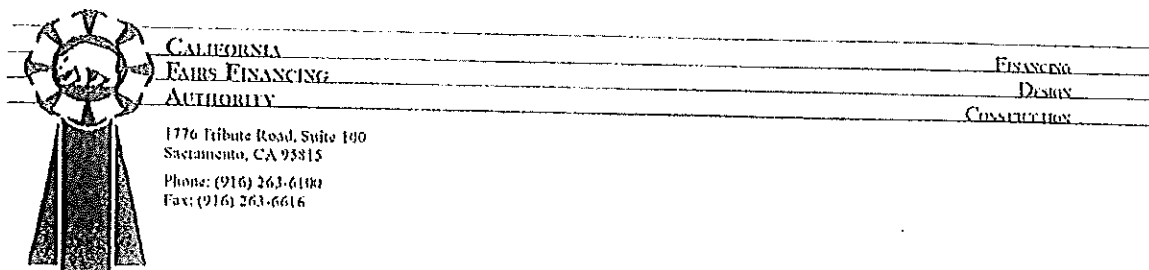


Exhibit A

August 22, 2013

Project No. 03213035
Subject: 32nd District Agricultural Association
Memorial Gardens Building Relocation

The cost proposal is for the relocation of the Memorial Gardens Building at the Orange County Fair and Event Center (OCF) from its current location to a temporary location on the eastern side of the OCF's Parking Lot G, and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. The construction contract will be between CFFA and the Contractor.
- C. CFFA will provide project management and administration services associated with the relocation of the Memorial Gardens Building.

This cost proposal is for bidding, contractor costs, project management/administration, and oversight of the project. Included in this cost proposal are CFFA's Project Management fees which will be for 6% of the awarded project contractor cost. All professional services and any construction contingency funds that are used will also be subject to CFFA's Project Management fee. A breakdown of the costs and fees is outlined in the table on the following page.

The total cost with fees and contractor cost, direct and estimated reimbursable costs, with included contingencies, for Memorial Gardens Building Relocation is estimated to be \$92,682.85. This cost includes a 5% construction contingency, professional services, estimated reimbursable costs, and CFFA management/administration fees. The construction project management/administration fee for CFFA to provide support for the Memorial Gardens Building Relocation project is \$4,707.00. Additional CFFA Project Management fees will be incurred based upon the amount of the construction contingency funding that is utilized and the professional services that are used, and will be calculated at 6% of the actual amount expended. The management/administration support fee is comprised of project

management (schedules, coordination, specification preparation and review), onsite oversight (Contractor and Fair interface), field inspections as needed, project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). The project management/administration fee is based on our six (6) percent fee for the total cost of the project. A breakdown of the total cost is presented below.

MEMORIAL GARDENS BUILDING RELOCATION Cost Breakdown

<u>PROJECT CONSTRUCTION COSTS</u>	
Base Construction Contract	\$ 78,450.00
Construction Sub-Total	\$ 78,450.00
<u>CONSTRUCTION CONTINGENCY (5%)</u>	\$ 3,922.50
<u>PROFESSIONAL SERVICES/CONSULTANTS</u>	
Estimated Third Party Services	\$ -
Advertising	\$ 1,800.00
Estimated Special Inspections	\$ 1,000.00
Professional Services Sub-Total	\$ 2,800.00
<u>ESTIMATED REIMBURSABLES, i.e. travel, reproduction</u>	\$ 2,400.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>	
Project Administration Fee (6%)	\$ 4,707.00
*Construction Contingency Administration Fee (6%)	\$ 235.35
*Professional Services Administration Fee (6%)	\$ 168.00
Total Costs, with Fees and Estimated Costs	\$ 92,682.85

*Only actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CFFA's Project Management/Administration fee.

It is scheduled that the project will commence as soon as possible and be completed by September 30, 2013. Due to the expected short duration of the project, the project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. The Contractor and any third party professional services/consultant outside services, contracted by CFFA on behalf of this project, will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be

affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-035, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-035, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.

Joint Powers Authority

Invoices Paid in Aug 2013



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribune Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001254
Invoice Date: 6/30/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

Description	Amount
LOU 11-031 Direct Costs-Environmental Services-Back Up Attached	2,836.71
	\$2,836.71

Check #: E119575357
Date: 08/01/2013

Thank you for your business!

Net Invoice: \$2,836.71



CALIFORNIA
EIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION



Payment Authorization

Date: 6/21/2013

Amount: \$2,836.71

Vendor Name: CFFA

Invoice No.: 1254

Invoice Date: 6/21/2013

Project No.: 03211031

Project Name: Pac Amp Berm Renovation

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

[Signature]
Construction Manager

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee

Expense Statement

Employee information

Name	Michael Sellens	Department	Construction Department
Position	Consultant	Manager	Brian Eubanks

Pay period

From	1/18/2013
To	5/10/2013

Date	Account	Description	Hotel	Transport	Fuel	Meals	Phone	Entertain.	Misc.	TOTAL
1/18/2013		Best Western Hotel	99.89							99.89
1/18/2013		Southwest Airlines		115.10						115.10
1/18/2013		Thrifty Rent A Car		95.73						95.73
3/15/2013		Best Western Hotel	106.55							106.55
3/21/2013		Best Western Hotel	199.78							199.78
3/5/2013		Southwest Airlines		365.80						365.80
3/6/2013		Best Western Hotel	99.89							99.89
3/11/2013		Southwest Airlines		113.00						113.00
3/12/2013		Southwest Airlines		177.80						177.80
3/13/2013		Best Western Hotel	233.08							233.08
3/14/2013		Best Western Hotel	106.55							106.55
3/15/2013		Southwest Airlines		309.53						309.53
3/20/2013		Best Western Hotel	213.10							213.10
3/22/2013		Thrifty Rent A Car		218.79						218.79
5/1/2013		Budget Rental Car		79.82						79.82
5/8/2013		Best Western Hotel	106.55							106.55
5/10/2013		Thrifty Rent A Car		195.75						195.75
			1,165.39	1,671.32	0.00	0.00	0.00	0.00	0.00	
Subtotal										2,836.71
Advances										
TOTAL										2,836.71

Approved by	Notes

BEST WESTERN PLUS NEWPORT INN2642 Newport Blvd.
Costa Mesa, CA 92627**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 01/03/2013 07:23 AM kelly

Loyalty Club: 6006637391147204

PLATINUM

Room # 306-A

Conf # 46169

Arrival 01/02/13

Departure 01/03/13

Registered To:EUBANKS, BRYAN
3431 CANTELOW RD
YACAVILLE, CA 95688

Room Type KDZ-King -

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-7433

(949) 956-6100

Posting	Oper	AcctCo	Description	From	Reference	Amount
01/02/13	khaled	RC	ROOM CHARGE			\$89.99
01/02/13	khaled	9	ROOM TAX			\$7.20
01/02/13	khaled	91	CITY DIA			\$2.70
01/03/13	kelly	VS	PAYMENT VISA/MC		7433 - 912025	\$99.89-

Balance Due**\$0.00**

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature

THRIFTY CAR RENTAL
JOHN WAYNE AIRPORT
RENTAL RECORD: PE2550111
EUBANKS, BRYAN
COMPLETED BY: GYDAKT
RENTED: JOHN WAYNE AIRPORT
RENTAL: 01-02-13 1725
RETURN: 01-03-13 1705
VEH NUMBER: X255010
MILES IN: 34035 OUT: 34016
MILES DRIVEN: 19
CHECK IN FUEL LEVEL: 0 OUT: 0
PLAN IN/OUT: RXSD2
CLS: 1FAR
1 DAY @ \$61.46 \$61.46
SUBTOT \$61.46
TAXABLE TOT: \$61.46
TAX \$61.46
EARLY RTN \$15.00
FF800
1 DAY @ \$1.60 \$1.60
APPROFEE \$8.66
TOURSH SRG \$2.18
STATE TAX \$6.03
TOTAL CHARGE \$95.73
NET DUE \$0.00
PAYMENTS -\$95.73
PAID BY: VI
CREDIT CARD#: *****7433
FI # NN 00000325018796

O/L
P/C



January 2013 Statement 12/21/2012 - 01/18/2013

Page 2 of 3



CAL CONST AUTHORITY (CPN 000949524)

Cardmember Service 1-866-552-8855

Important Messages

Receive Email Updates. Sign up for important updates and special offers for your credit card account to be delivered to your inbox. Provide your email address at email.myaccountaccess.com.

Transactions EUBANKS, BRYAN K **Credit Limit** \$20000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
12/24	12/23	7425	MSFT *ONLINE BILL.MS.NET WA ✓	\$57.75	
12/24	12/20	9815	PLAZA OLIVER FAIRFIELD CA ✓	\$52.58	
12/24	12/20	6736	SHELL OIL 57444595607 VACAVILLE CA ✓	\$65.01	
12/28	12/26	7446	DIXON GAS & SHOP DIXON CA ✓	\$65.06	
01/02	12/30	0210	SHELL OIL 57443475900 SACRAMENTO CA ✓	\$65.14	
01/07	01/06	1564	CONFERENCING 888-289-0693 CA ✓	\$9.47	
01/07	01/03	2234	SOUTHWES 5262488784834 800-435-9792 TX ✓ EUBANKS/BRYAN 01/03/13 SANTA ANA TO SACRAMENTO	\$115.10	
01/07	01/03	2242	SOUTHWES 5262488784836 800-435-9792 TX ✓ SELLENS/MICHAEL 01/03/13 SANTA ANA TO SACRAMENTO	\$115.10	
01/07	01/03	1692	BEST WESTERN NEWPORT I COSTA MESA CA ✓	\$99.89	
01/07	01/03	1700	BEST WESTERN NEWPORT I COSTA MESA CA ✓	\$99.89	
01/07	01/04	6232	THRIFTY CAR RENTAL-SNA SANTA ANA CA ✓	\$95.73	
01/11	01/09	8164	SOUTHWES 5262490248667 800-435-9792 TX ✓ EUBANKS/BRYAN 01/10/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$95.10	
Total for Account				\$935.82	

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
12/26	12/24	0017	PAYMENT THANK YOU	\$1,570.82cr	
01/18	01/17	0210	PAYMENT THANK YOU	\$4,136.40cr	
Total for Account				\$5,707.22cr	

2013 Totals Year-to-Date

Total Fees Charged in 2013	\$0.00
Total Interest Charged in 2013	\$0.00

Continued on Next Page

TERIN PLUS NEWPORT INN

BESTport Blvd.
Pasa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 02/28/2013 07:57 AM kelly
Loyalty Club: 6006637391147204

PLATINUM

Room # 219-A

Registered To:

EUBANKS, BRYAN
3431 CANTELOW RD
VACAVILLE, CA 95688

Conf # 48616
Arrival 02/26/13
Departure 02/28/13

Room Type KDN-King - Delux
Guests 2 / 0

(949) 956-6100

Payment Visa/Master
Acct XXXX-XXXX-XXXX-7333

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/26/13	kelly	RC	ROOM CHARGE			\$89.99
02/26/13	kelly	9	ROOM TAX			\$7.20
02/26/13	kelly	91	CITY BIA			\$2.70
02/27/13	khated	RC	ROOM CHARGE			\$89.99
02/27/13	khated	9	ROOM TAX			\$7.20
02/27/13	khated	91	CITY BIA			\$2.70
02/28/13	kelly	VS	PAYMENT VISA/MC		1737 - 908275	\$199.78-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE, IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature

BEST WESTERN PLUS NEWPORT INN2642 Newport Blvd.
Costa Mesa, CA 92627**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 03/19/2013 10:48 AM Omar M

Registered To:

Sellens, Michael

Room # 217-A

Conf # 49639

Arrival 03/18/13

Departure 03/19/13

Room Type KDN-King - Delux

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-4553

()

Posting	Oper	AcctCo	Description	From	Reference	Amount
03/18/13	DEPAL	RC	ROOM CHARGE			\$95.99
03/18/13	DEPAL	9	ROOM TAX			\$7.68
03/19/13	DEPAL	91	CITY BIA			\$2.88
03/19/13	Omar	VS	PAYMENT VISA/MC		1737 - 219184	\$106.55
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature



Thank you for your purchase!

Sacramento, CA • SMF to Orange County, CA • SNA

Air

Confirmation #AMMXJO

Sacramento, CA • SMF to Orange

County, CA • SNA

Monday, March 11, 2013 • Wednesday

March 13, 2013

Air Total: \$290.80

Amount Paid

\$290.80

Trip Total

\$290.80

MAR 11

MON 03/11/13 • Orange County

AIR

Sacramento, CA • SMF to Orange County, CA • SNA

03/11/2013 • 03/13/2013

Confirmation #AMMXJO

Adult Passenger(s)

MICHAEL SELLENIS

Subscribe to Flight Status Messaging

Rapid Rewards #

00000019515812

DEPART MAR 11	00:40 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #419 Southwest	Monday, March 11, 2013
MON	10:05 AM	Arrive in Orange County, CA (SNA)		Travel Time 1 h 25 m (Nonstop) Anytime

RETURN MAR 13	02:50 PM	Depart Orange County, CA (SNA) on Southwest Airlines	Flight #2442 Southwest	Wednesday, March 13, 2013
WED	04:15 PM	Arrive in Sacramento, CA (SMF)		Travel Time 1 h 25 m (Nonstop) Wanna Get Away

This Itinerary is operated by Southwest Airlines.

What you need to know to travel:

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device.

Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your check-in time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Rewards	<ul style="list-style-type: none"> • Free Checked Baggage • Southwest Rapid Rewards 	1	\$290.80

Southwest Airlines - Purchase Confirmation

Page 2 of 2

<p>Return SWA-SWIF Wanna Get Away Barefare</p>		<p>1</p>	<p>\$88.50</p>
<p>Enroll in Rapid Rewards and earn at least 2400 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.</p>		<p>Subtotal</p>	<p>\$290.80 Fare Breakdown</p>
<p>Carry-on Items: 1 bag + 1 small personal item are free, see full details. Checked bags: First and second bags are free, size and weight limits apply.</p>		<p>Bag Charge</p>	<p>\$0.00</p>
		<p>Air Total:</p>	<p>\$290.80</p>
<p>Gov't taxes & fees now included</p>			

Purchaser Name	Bryan Eubanks	Billing Address	1778 Tribute Road Suite 100 Sacramento, CA US 95815
Form of Payment	Amount Applied		
Visa - XXXXXXXXXX-1737			\$113.00
Travel Funds - AMKJQ - 7951	Original Balance \$177.80	Applied \$177.80	Remaining \$0.00

Amount Paid
\$290.80

Trip Total
\$290.80



March 2013 Statement 02/22/2013 - 03/21/2013

Page 2 of 4



OAL CONST AUTHORITY (CPN 000949524)

Cardmember Service 1-866-552-8855

Important Messages

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT: Effective May 13, 2013, the following changes will apply to your Cardmember Agreement. The "Ownership of this Account; Governing Law" and "Arbitration Provision" sections of your Agreement are revised to replace references to "North Dakota" with "Ohio". The "Changes to Your Account" section of your Agreement is replaced with the following:

Account and Agreement terms are not guaranteed for any period of time; we may change the terms of your Agreement, including APRs and fees, in accordance with applicable law and the terms of your Agreement. Your transactional experience with us may also cause a change, including an increase in the margin that is added to the index, an increase in fees, or

a decrease in the Credit Limit. Factors considered in determining the increased rate or Credit Limit decrease may include your general credit profile; existence, seriousness and timing of the defaults under any agreement that you have with us; and other indications of the Account usage and performance. We will give you notice of any such change in the manner required by Ohio and federal law.

Any agreement changes to APRs and fees will apply to all new and outstanding Account balances you owe under your Account as of the effective date indicated in the notice or otherwise permitted by applicable law, unless the notice provides you with the right to opt out, and you do opt out, before the effective date.

Transactions		EUBANKS,BRYAN K		Credit Limit \$20000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
02/25	02/24	1120	MSFT 'ONLINE BILL.MS.NET WA	\$44.00	
02/27	02/25	1190	SHELL OIL 57443273107 SACRAMENTO CA	\$81.25	
02/28	02/26	9995	SOUTHWES 5262110776852 800-435-9792 TX EUBANKS/BRYAN 03/05/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$365.80	
02/28	02/26	0001	SOUTHWES 5262110787961 800-435-9792 TX SELLENS/MICHAEL 03/12/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$177.80	
02/28	02/26	0019	SOUTHWES 5262110784964 800-435-9792 TX SELLENS/MICHAEL 03/05/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$365.80	
02/28	02/26	0027	SOUTHWES 5262110782025 800-435-9792 TX EUBANKS/BRYAN 03/12/13 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$177.80	
03/01	02/27	1559	WINGNUTS-COSTA MESA COSTA MESA CA	\$49.93	
03/01	02/27	2024	76 10084962 COSTA MESA CA	\$92.10	
03/01	02/28	6341	SAC CO AIRPORT PARKING SACRAMENTO CA	\$51.00	
03/04	02/28	6161	BEST WESTERN NEWPORT I COSTA MESA CA	\$199.78	
03/04	03/01	0066	BROOKS PRODUCTS 909-947-7470 CA	\$1,063.56	
03/04	03/01	0175	CHEVRON 00201302 VACAVILLE CA	\$76.65	
03/04	03/01	0053	MBCI 823-907-4616 AZ	\$3,664.93	

Continued on Next Page

BEST WESTERN PLUS NEWPORT INN2642 Newport Blvd.
Costa Mesa, CA 92627**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 03/06/2013 06:21 AM kelly
Loyalty Club: 6006637391147204

PLATINUM

Room # 116-A

Registered To:EUBANKS, BRYAN
3431 CANTELOW RD
VACAVILLE, CA 95608Conf # 48925
Arrival 03/05/13
Departure 03/06/13Room Type KDN-King - Delux
Guests 2 / 0

(949) 956-6100

Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

Posting	Oper	AcctCo	Description	From	Reference	Amount
03/05/13	kelly	RC	ROOM CHARGE			\$89.99
03/05/13	kelly	9	ROOM TAX			\$7.20
03/05/13	kelly	91	CITY-DIA			\$2.70
03/06/13	kelly	VS	PAYMENT VISA/MC		1737 - 815045	\$99.89

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature _____

BEST WESTERN PLUS NEWPORT INN
2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020
05417@hotel.bestwestern.com

C/O 03/13/2013 06:46 AM kelly
Loyalty Club: 6006637391147204

PLATINUM

Room # 218-A

Registered To:

EUBANKS, BRYAN
3431 CANTELOW RD
VACAVILLE, CA 95688

Conf # 49277
Arrival 03/11/13
Departure 03/13/13

Room Type KDN-King - Delux
Guests 2 / 0

(949) 956-6100

Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

Posting	Oper	AcctCo	Description	From	Reference	Amount
03/11/13	kelly	RC	ROOM CHARGE			\$89.99
03/11/13	kelly	9	ROOM TAX			\$7.20
03/11/13	kelly	91	CITY BIA			\$2.70
03/12/13	kelly	RC	ROOM CHARGE			\$119.99
03/12/13	kelly	9	ROOM TAX			\$9.60
03/12/13	kelly	91	CITY BIA			\$3.60
03/13/13	kelly	VS	PAYMENT VISA/MC		1737 - 711111	\$233.08

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE, IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd,
Costa Mesa, CA 92627

**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 03/20/2013 06:57 AM khaled

Loyalty Club: 6006637391147204

PLATINUM

Room # 313-A

Registered To:

EUBANKS, BRYAN
3431 CANTELOW RD
VACAVILLE, CA 95688

Conf # 49640

Arrival 03/18/13

Departure 03/20/13

Room Type KDZ-King -

Guests 2 / 0

(949) 956-6100

Payment Vjsa/Master

Acct XXXX-XXXX-XXXX-1737

Posting	Oper	AcctCo	Description	From	Reference	Amount
03/18/13	DEPAL	RC	ROOM CHARGE			\$95.99
03/18/13	DEPAL	9	ROOM TAX			\$7.68
03/18/13	DEPAL	91	CITY BIA			\$2.88
03/19/13	khaled	RC	ROOM CHARGE			\$95.99
03/19/13	khaled	9	ROOM TAX			\$7.68
03/19/13	khaled	91	CITY BIA			\$2.88
03/20/13	khaled	VS	PAYMENT VISA/MC		1737 - 219194	\$213.10-

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE, IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature _____

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



(949) 650-3020

05417@hotel.bestwestern.com

C/O 05/08/2013 01:27 PM kelly
Loyalty Club: 6006637391147204

Diamond

Room # 115-A

Registered To:

Eubanks, Bryan
3431 Cantelow Rd
Vacaville, CA 95688

Conf # 52159
Arrival 05/07/13
Departure 05/08/13

Room Type KDS-King - Delux -
Guests 2 / 0

(000) 000-0000

Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/07/13	khaled	RC	ROOM CHARGE			\$95.99
05/07/13	khaled	9	ROOM TAX			\$7.68
05/07/13	khaled	91	CITY BIA			\$2.88
05/08/13	kelly	VS	PAYMENT VISA/MC		1737 - 917063	\$106.55-
Balance Due						\$0.00

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature

Customer Information

Customer Name: [REDACTED]
 Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Phone: [REDACTED]

Vehicle Information

Vehicle Make: [REDACTED]
 Year: [REDACTED] Model: [REDACTED]
 Color: [REDACTED] Mileage: [REDACTED]
 Fuel Type: [REDACTED] Fuel Tank: [REDACTED]
 License Plate: [REDACTED]
 Title: [REDACTED]
 VIN: [REDACTED]

Vehicle Equipment	Rental Agency/ID
5/0/2311	PR276192-1
12/0/100 00	

Start Date/Time: [REDACTED] End Date/Time: [REDACTED]
 Start Location: [REDACTED] End Location: [REDACTED]

Rate Category:

Rate	1.11	11.11
Total Time & Mileage		11.11
DISCOUNTS	0.00	0.00
ADDITIONALS	0.00	0.00
TOTAL DEDUCTIONS	0.00	0.00
STATE TAX	0.00	0.00
Total Charges		11.11

11.11

Deposits	11.11
Net Due	0.00

Payment: 11.11

STRO BALANCE: 0.00

STRO BALANCE: 0.00

Vehicle Package: [REDACTED]

5/7/2013 2013 000000

STRO BALANCE: 0.00

STRO BALANCE: 0.00

STRO BALANCE: 0.00

1195.75
 Thirty
 Rent A Car

BEST WESTERN PLUS NEWPORT INN2642 Newport Blvd.
Costa Mesa, CA 92627**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 03/19/2013 10:48 AM Omar M

Registered To:

Sellens, Michael

Room # 217-A

Conf # 49639

Arrival 03/18/13

Departure 03/19/13

Room Type KDN-King ~ Delux

Guests 2 / 0

Payment Visa/Master

Acct XXXX-XXXX-XXXX-4553

(1)

C.

Posting	Oper	AcctCo	Description	From	Reference	Amount
03/18/13	DEPAL	RC	ROOM CHARGE			\$95.99
03/18/13	DEPAL	9	ROOM TAX			\$7.68
03/18/13	DEPAL	91	CITY BIA			\$2.88
03/19/13	Omar	VS	PAYMENT VISA/MC		1737 - 219184	\$106.55

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature

BEST WESTERN PLUS NEWPORT INN
2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020
05417@hotel.bestwestern.com

C/O 02/28/2013 07:57 AM kelly
Loyalty Club: 6006637391147204

PLATINUM

Room # 219-A

Registered To:

Conf # 48616
Arrival 02/26/13
Departure 02/28/13

EUBANKS, BRYAN
3431 CANTELOW RD
VACAVILLE, CA 95688

Room Type KDN-King ~ Delux
Guests 2 / 0

(949) 956-6100

Payment Visa/Master
Acct XXXX-XXXX-XXXX-7333

Posting	Oper	AcctCo	Description	From	Reference	Amount
02/26/13	kelly	RC	ROOM CHARGE			\$89.99
02/26/13	kelly	9	ROOM TAX			\$7.20
02/26/13	kelly	91	CITY BIA			\$2.70
02/27/13	khaled	RC	ROOM CHARGE			\$89.99
02/27/13	khaled	9	ROOM TAX			\$7.20
02/27/13	khaled	91	CITY BIA			\$2.70
02/28/13	kelly	VS	PAYMENT VISA/MC		1737 - 908275	\$199.78-

Balance Due	\$0.00
-------------	--------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

Each Best Western® Hotel is independently owned and operated.

Signature

Rental Agreement Number: 5542336
File Number: 1120853

IR INFORMATION

ANKS, BRYAN
ENT METHOD: VISA XX1737

IR RENTAL

ed up. SNA
/Time APR 30 2013011 05
ned. SNA
/Time MAY 01 2013003 06
Group Intermediate
Charged Compact
le CHRYSLER 200 SEDAN
ometer Out: 23953
eter In: 23985
Reading: Full

YOUR VEHICLE CHARGES

2 DAY 32.49 64
YOUR TIME AND MILEAGE 64

YOUR TAXABLE FEES

10% FEE 7

G. SUBTOTAL 72

TAXABLE SUBTOT 72

8.000% 5

NON TAXABLE ITEMS

6.5% TAF 1

CHARGES 79.

CHARGES 79.82

TOTAL DUE 0.00

ON VISA XX1737
COLLISION RECOVERY FEE
RISK ASSESSMENT FEE

THANK YOU FOR RENTING WITH BUDGET

TOLL PASS INQUIRIES,
visit www.g-tolls.com
or call hito at 1-866-642-2000
Other inquiries or e-receipt visit
www.budget.com



3

Budget System Licensee

AGREEMENT NUMBER 66121956
Location: FURNACE, OHIO
Contract Number: US12120611
Method of Payment: VISA 1/1/91

RESERVATION NUMBER 23901691-05-0 SPACE NO. 141
Budget Car Num: 1 1 2 0 6 5 3 6
State Number: CA 8180074
Van Description: DART CHRYSLER 200 SEDAN
Donator Car: 23953 H13
Fuel Gauge Reading: Full

Pickup Date/Time: DEC 30, 2013 11:01 AM
Pickup Location: 18601 AIRPORT WAY, SUITE 13
SAN DIEGO, CA, 92107, US

Return Date/Time: JAN 02, 2014 11:30 AM
Return Location: 18601 AIRPORT WAY, SUITE 13
SAN DIEGO, CA, 92107, US

Additional Fees May Apply If Changes are Made to Your Return Date, Time and/or Location.

YOUR ESTIMATED VEHICLE CHARGES

Rate: DAY Rent \$8.00
Rate: CHARTER FINE AND ATTACHE
RISKY: 10.00
9-Y: 71.00
AD PR: 33.00
MILE: 201.00
RISKY: 10.00
RISKY: 10.00

Rate: Included Fuel & Mileage

11.00 Concession Recovery Fee

Estimated Additional Charges:

Service Fee: 0.0000

(1.00) FM

YOUR ESTIMATED TOTAL CHARGES: 12.00

Estimated Assignment Fee

YOUR OPTIONAL PRODUCTS/SERVICES

Loss Damage Waiver 5.00/Day Declined
Personal Accident and Effects 6.00/Day Declined
Emergency Towing Fee Unavail
Supplemental Liability Insurance 12.00/Day Declined

By my initials I accept or decline optional services/products as shown above. *12/25*

04.00 Please return the vehicle with the same fuel level as you received it. If you do not, additional fuel fees may apply: 20.00. 12.00
12.00 Mileage = 15.00 flat rate fee, 0.75 H13 and above equals 1.00 per H13 or 1.00 per H13. *12/25*

1.00

12.00

Customer Information

STILLING, RICHARD
4071 LAMAR ST
DALLAS, TX 75219

DATE: 01/10/01
TIME: 10:00 AM

Vehicle Information

Year: 1997 Make: FORD
Model: MUSTANG
Color: BLACK
Fuel Level: 1/2
Mileage: 10000
Total Mileage: 10000

Rental Expires On: 1/1/00
Rental Agreement #: PG267242-3

Date/Time Out: 1/10/01 10:00 AM
Date/Time In: 1/10/01 4:00 PM

** Charges **

DAILY	4 @ 42.00	168.00
Total Time & Mileage		168.00
EXCESS MILEAGE	5 @ 1.40/Day	7.00
APPROPRIATES	11.10	11.10
TRUCKER INSURANCE	2.00	2.00
STATE TAX	3.00	3.00
Total Charges		211.10

** Credits/Deposits **

Deposit	0.00
Net Due	211.10
Payments	-47.20
TRUCK BALANCE	0.00
TRUCK PAID	-211.10

By: 01/10/01
Authorized Driver: [Name]

Card and Cash Payments

By: ****4567	1/10/01	100.00	100.00
By: ****1234	1/10/01	100.00	100.00
By: ****4567	1/10/01	100.00	100.00



**CALIFORNIA
EIRS FINANCING
AUTHORITY**

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001248
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

Description	Amount
Environmental Professional Services 01/2013-04/2013 per LOU 12-031. Michael Sellens- 147 hours	12,054.00
Environmental Services-Field Sampling 01/2013 - 04/2013 per LOU 12-031. Khris Cummings 55 hours	1,894.20
Getotechnical Services-Field Sampling and Evaluation 01/2013 - 04/2013 per LOU, Khris Cummings 62.5 hours	2,152.50
	\$16,100.70

Check #: E119543529
Date: 03/01/2013

Thank you for your business!

Net Invoice: \$16,100.70
Sales Tax: 0.00



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION



Payment Authorization

Date: 6/21/2013

Amount: \$16,100.70

Vendor Name: CFFA

Invoice No.: 1248

Invoice Date: 6/21/2013

Project No.: 03211031

Project Name: Pac Amp Berm Renovation

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Project Manager

Construction Manager

Accounting Administrator

Managing Officer or Designee

Month:

January 2013

Project:

PacAmp Renovation, Environment/Soil Activity

DATE	Environmental				Geotech				Comments
	BE	DF	MPS	KC	BE	DF	MPS	KC	
1									
2									
3	2		8						Job walk, discuss soil analysis/sampling/disposal
4			4						Irvine Co. Soil Criteria Discussions
5									
6									
7									
8									
9									
10									
11			4						Address Soil Disposal Issues
12									
13									
14									
15									
16									
17			4	4					Coordinate Irvine Co. Sampling
18			8						Stormwater/Paving Survey
19									
20									
21			6						Various discussions with City of Tustin and consultant regarding sampling /testing/profiling/disposal/contracting related to soil disposal. Also determine criteria/requirements/qualified consultants/tech approach.
22			6						
23			6						
24			6						
25			6						
26									
27									
28									
29									
30									
31									
Totals	2	0	58	4	0	0	0	0	

Month: February 2013

Project: PacAmp Renovation, Environment/Soil Activity

DATE	Environmental				Geotech				Comments
	BE	DF	MPS	KC	BE	DF	MPS	KC	
1									
2									
3									
4			4	4					Coordinate/Assist Irvine Co. w/sampling
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15			4						Determine sampling Lab/pricing
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27			4						Prep for Excavation sampling and analysis
28			4						Prep for Excavation sampling and analysis
29									
30									
31									

Totals 0 0 16 4 0 0 0 0

Month: March 2013

Project:

PacAmp Renovation, Environment/Soil Activity

DATE	Environmental				Geotechnical				Comments
	BE	DF	MPS	KC	BE	DF	MPS	KC	
1									
2									
3									
4									
5			8	1					Field Sampling and Evaluation
6			8	1					Field Sampling and Evaluation
7								6	
8									
9									
10									
11			8	1				4	Field Sampling and Evaluation
12			8	1				4	Field Sampling and Evaluation
13			8	1				2	Field Sampling and Evaluation
14								2	
15								2	
16									
17									
18			8						Field Sampling and Evaluation
19	2		8	2					Field Sampling & Eval. Disposal Meeting
20									
21									
22									
23									
24									
25									
26			1	8					Field Sampling and Evaluation
27			1	8					Field Sampling and Evaluation
28									
29									
30									
31									

Totals 2 0 58 23 0 0 0 20

Month:

April 2013

Project:

PacAmp Renovation, Environment/Soil Activity

DATE	Environmental				Geotechnical				Comments
	BE	DF	MPS	KC	BE	DF	MPS	KC	
1									
2								2	
3									
4			1	8					Field Sampling and Evaluation
5			2						
6									
7									
8			1	8					Field Sampling and Evaluation
9			1	8					Field Sampling and Evaluation
10			2						
11			2					5	Data Review/Geotech Oversight
12									
13									
14									
15									
16									
17			1					4	Geotech Oversight
18								4	Geotech Oversight
19								4	Geotech Oversight
20									
21									
22			2					3	Data Review/Geotech Oversight
23								4	Geotech Oversight
24								4	Geotech Oversight
25			1					5.5	Geotech Oversight
26								4	Geotech Oversight
27								3	Geotech Oversight
28			2						Env Review
29									
30									
31									

Totals

0

0

15

24

0

0

0

42.5



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribune Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001249
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03213031
Pac Amp Phase II

Description	Amount
LOU 13-031 Direct Costs	5,341.02
	\$5,341.02

Check #: E119563734
Date: 08/01/2013

Thank you for your business!

Net Invoice: \$5,341.02



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION



Payment Authorization

Date: 6/21/2013

Amount: \$5,341.02

Vendor Name: CFFA

Invoice No.: 1249

Invoice Date: 6/21/2013

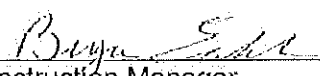
Project No.: 03213031


Project Name: Pac Amp Berm Renovation Phase II

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 160
Sacramento, CA 95813
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Date: May 17, 2013

To: Rebecca Desmond, Deputy Executive Director
California Fairs Financing Authority

From: 32nd District Agricultural Association

Subject: Letter of Understanding No. 13-031-Phase II (CFFA Project No. 03213031-Phase II)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority (CFFA) ("Authority") and the 32nd District Agricultural Association ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in the proposal attached hereto as Exhibit A in accordance with the terms and conditions contained therein.

SCOPE: Phase II-Solicitation of Bids of the Pacific Amphitheater Berm Renovation Project-as described in Exhibit A, attached hereto.

SCHEDULE: Final Bidding Schedule TBD.

FUNDING: Fair Funded

1. The Fair shall pay Authority's actual costs and expenses in providing the forgoing services, including staff time, overhead, bidding administration labor, estimated outside services, direct and third party charges for the Phase II "Solicitation for Bidding Cost". These costs are estimated to be in the amount of EIGHTY EIGHT THOUSAND, FIVE HUNDRED THIRTY SIX DOLLARS (\$88,536.00). This amount is the estimated per Exhibit A. These costs shall be paid in accordance with Exhibit A.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay Authority shall survive termination of this LOU.

ACCEPTED BY:

Rebecca Desmond,
Deputy Executive Director
California Fair Services Authority

6/18/13
Date

APPROVED BY:

Doug Lofstrom
CEO
32nd District Agricultural Association

6/14/13
Date



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95811
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

May 17, 2013

Project No. 03213031-Phase II
Re: 32nd District Agricultural Association
Phase II Pacific Amphitheater Berm Renovation

The estimated cost proposal for the Solicitation of Bids is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CFFA will conduct plan review prior to preparation for solicitation.
- C. CFFA will submit Plans and Specifications to the State Fire Marshall for review.
- D. CFFA will coordinate Department of the State Architect (DSA), Access Review with project architect.
- E. CFFA will prepare the bid documents, manage the bid solicitation, RFI process, job walk, and bid opening.

Items not included in the Scope of Work are any permits or associated review procedures required by other governmental agencies or public or private entities. The plans or project management fees for services to improve, construct or connect to Southern California Edison (SCE) utilities are not included in this Letter of Understanding (LOU). A separate LOU process will need to be entered into for the bidding, construction and management of the utility upgrade.

This cost proposal is for the Solicitation of Bids process only. The Fair understands that significant additional management and administrative costs may be incurred if the bid process extends beyond the bid due date of July 2, 2013. *If upon receipt and acceptance of the bid results, the Fair approves the bid and awards the project to the lowest qualified bidder, CFFA will draft a new LOU. This new LOU will be for the construction management, administration and inspection of the project. The Project Management fees will be for 6% of the awarded project cost plus direct and reimbursable costs, special inspection costs, geotechnical inspections and testing costs.*

The estimated administrative cost for CFFA to provide the Solicitation to Bids support for Phase II of the Pacific Amphitheater Berm Renovation project is \$88,536.00 as detailed below. This "Solicitation for Bids" support fee is comprised of plan reviews, document preparation, and architect coordination. The Project Management fee is based on our standard six (6) percent fee for the total estimated cost of the project, and will be accounted for in the final project management fee at the completion of Phase II. Should the Fair elect not to proceed with Phase II upon the completion of this Phase II-Solicitation of Bids LOU, CFFA will provide the Fair with an accounting of the actual Project Management Costs incurred and refund any difference.

Estimated Costs/Fees
Pacific Amphitheater Berm Renovation
Phase II-Solicitation of Bids

Project Management Costs	\$ 43,650.00
Estimated Outside Services (Agency and Third Party Reviews)	\$ 25,750.00
Estimated Direct Costs (Travel)	\$ 8,094.00
<u>Estimated Other Direct Costs (Reimbursables)</u>	<u>\$ 11,042.00</u>
Total Estimated Costs/Fees	\$ 88,536.00

The project management fees will be billed in equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU. For this "Solicitation of Bids", it is expected that the project will be completed within a three (3) month period from May 2013 to July 2013. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA which will include copies of applicable receipts. Any outside services contracted by CFFA on behalf of this project will be paid directly by the Fair within 7 days upon receipt of approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose

of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-031, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-031, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.

General Ledger Detail

1/1/11 to Date (1/1/2011 - 6/30/2013)

CFFA
Amy Coleman-Casias

Unit Of Measure: \$

Friday, June 21, 2013 9:24:36AM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
742-032-03213031-A Printing, 032, Pac Amp Phase II ,							0.00
5/22/2013	Summarized AP Invoices	Invoices	AP-Invoice		325.02		
4/22/2013	American Reprographics Company	Invoice: 760073	Pac Amp- 03213031				34.08 ✓
4/23/2013	American Reprographics Company	Invoice: 760739	Pac Amp-03213031 Spec				194.94 ✓
4/25/2013	American Reprographics Company	Invoice: 6910988	Pac Amp-Monthly User Fee 03213031				60.00
4/25/2013	American Reprographics Company	Invoice: 7622578	Pac Amp-electrical upgrade 03213031				36.00
742-032-03213031-A		Net:	325.02		325.02	0.00	325.02
747-032-03213031-A Ops Advertising, 032, Pac Amp Phas							0.00
5/22/2013	Summarized AP Invoices	Invoices	AP-Invoice		5,016.00		
5/22/2013	West America Bank	Invoice: 05/02 Advertise	Orange County Register Pac Amp Ad				774.00
5/22/2013	West America Bank	Invoice: 05/09 Advertise	Orange County Register Pac Amp Ad				774.00
5/22/2013	West America Bank	Invoice: 05/10 Advertise	LA Times Media group				3,468.00 ✓
747-032-03213031-A		Net:	5,016.00		5,016.00	0.00	5,016.00
\$ Grand Totals		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		0.00	5,341.02		5,341.02	0.00	5,341.02
\$ Trial Balances					Total Debits	Total Credits	Balance
			Prior:		0.00	0.00	0.00
			Activity:		5,341.02	0.00	5,341.02
			Ending:		5,341.02	0.00	5,341.02

ARC
1322 V STREET
SACRAMENTO, CA 95818
916-443-1322

INVOICE NO. 760073

INVOICE DATE 04/22/13

WORK ORDER# P430069

SOLD TO: Cust# 6474
Calif. Fairs Services Auth.
1776 Tribute Road Ste. 100
Sacramento, CA 95815

SHIP TO: Cust# 6474
ATTN: David Freese
Calif. Fairs Services Auth.
1776 Tribute Road Ste. 100
Sacramento, CA 95815

JOB DUE: 04/19/13 at 08:00AM

Will Call

CONTACT		PHONE	PURCHASE ORDER#		SALES REP			
David Freese/Calif. Fairs Services		916-263-6178			RANDALL ABBOTT			
JOB#		JOB NAME			BILLER		LOC	
		Pacific Amphitheatre			Sharon Sammons		024	
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UNIT PRICE	AMOUNT	
6121.01	SMALL FORMAT DIGITAL SETUP + PROOFING	174	1		174	EA	3.65	
1900	B&W PRINTS 8.5X11	174	2		348	EA	21.92	
1917	COVER STOCK 8.5X11	4	1		4	EA	0.84	
1950.02	GBC BINDING - UP TO 1"	2	1		2	EA	5.00	
ORDER NOTES -----								
2 full size sets of plans								
2 sets of 8.5x11 calcs								

Bill to
03213031
Pac Amph
OK TO FOR
JZ

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Flor Solorzano at 415-495-8700 Ext 2602

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
31.41		2.67	34.08		34.08

TERMS: Net 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final.
430069

ARC
1322 V STREET
SACRAMENTO, CA 95818
916-443-1322

INVOICE NO. 760739

INVOICE DATE 04/23/13

WORK ORDER# P432393

SOLD TO: Cus# 6474
Calif. Fairs Services Auth.
1776 Tribute Road Ste. 100
Sacramento, CA 95815

SHIP TO: Cus# 6474
ATTN: David Freese
Calif. Fairs Services Auth.
1776 Tribute Road Ste. 100
Sacramento, CA 95815

JOB DUE: 04/22/13 at 05:00PM

Will Call

CONTACT Dianne Shapiro - Make Arch		PHONE	PURCHASE ORDER#		SALES REP RANDALL ABBOTT			
JOB#		JOB NAME Pac Amp - Specification			BILLER Patty Lira			LOG 024
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UNIT PRICE	AMOUNT	
6121.01	SMALL FORMAT DIGITAL SETUP + PROOFING	1054	1		1054	EA	22.13	
1900	B&W PRINTS 8.5X11	1054	2		2108	EA	132.80	
1900.02	3-HOLE STOCK 8.5X11	627	2		1054	EA	16.34	
1917	COVER STOCK 8.5X11	4	1		4	EA	0.84	
1938	HOLE PUNCHING	4	1		4	EA	0.08	
1953.02	SCREW POST BINDING - UP TO 2"	2	1		2	EA	7.50	
ORDER NOTES 2 copies of 8.5x11 Specs								

Bill to
 03213031
 Pac Amp Phase II
 [Signature]
 OK to pay Bill

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Flor Solorzano at 415-495-8700 Ext 2602

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
179.67		15.27	194.94		194.94

TERMS: Net 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final.
432393

ARC
1322 V STREET
SACRAMENTO, CA 95810
916-443-1322

INVOICE NO. 762578

INVOICE DATE 04/25/13

WORK ORDER# P434123

SOLD TO: Cust# 6474
Calif. Fairs Services Auth.
1776 Tribute Road Ste. 100
Sacramento, CA 95815

SHIP TO: Cust# 6474
ATTN: David Freese
Calif. Fairs Services Auth.
1776 Tribute Road Ste. 100
Sacramento, CA 95815

JOB DUE: 04/24/13 at 05:00PM

Will Call

CONTACT David Freese/Calif. Fairs Services		PHONE 916-203-8178	PURCHASE ORDER#		SALES REP RANDALL ABBOTT		
JOB#		JOB NAME Pac Amp - electrical service upgrade		BILLER Patty Lira		LOC 024	
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UNIT PRICE	AMOUNT
6121	DIGITAL SETUP/EPLT FULL SIZE	5	1		5	EA	10.50
1601	PPC BOND	5	2	36x48	120	SF	22.68
ORDER NOTES -----							
2 full size copies LEAVE LOOSE							

Bill to
03213031
Pac Amp
OK To Pa
Phase II

For Billing Inquiries, please contact your local branch at 916-443-1322

For Account Inquiries and Payment Information, please call Flor Solorzano at 415-405-8700 Ext 2602

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
33.18		2.82	36.00		36.00

TERMS: Net 30 Days

Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224

Invoices undisputed for 45 days are final.
434123



345 Clinton St, Costa Mesa, CA 92626
Federal Tax ID: 95-4657871

INVOICE NO. 6910988

INVOICE DATE 04/25/13

WORK ORDER# 0400025-13

SOLD TO:

Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

SHIP TO:

Cust# 402524
CALIFORNIA FAIRS FINANCING AUTHORITY
1776 TRIBUTE ROAD
SUITE 220
SACRAMENTO, CA 95815

DUE: 04/25/13 at 12:00AM

CONTACT DAVID FREESE/CALIFORNIA FAIRS FINANC		PHONE 916-263-6114		PURCHASE ORDER#				SALES REP HOUSE - SD			
JOB#		JOB NAME CALIFORNIA FAIRS FINANCING AUTHORITY				BILLER Dora Trujillo				LOC 001	
OP CODE	DESCRIPTION	TAX	LOC	NO. OF ORIGINALS	COPIES	SIZE	TOTAL QTY	UM	UNIT PRICE	AMOUNT	
6175	Monthly User fee - PW Bid Management	NT	001	2	1		2	EA	20.0000	40.00	
6177	Planwell Data Network	NT	001	1	1		1	EA	20.0000	20.00	
<p>----- NOTES -----</p> <p>FOR APRIL California Fairs Financing Authority</p> <p>-</p> <p>PLANWELL</p>											

*Bill to
03213031
Phase II
Pac And
6/12/13*

For Billing Inquiries, please contact your local branch at 714-751-2680

For Account Inquiries and Payment Information, please call Leticia Torres at 626-486-0555

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
60.00			60.00		60.00

TERMS: Net 30 Days

Please Remit To: ARC 345 Clinton St Costa Mesa, CA 92626

Invoices undisputed for 45 days are final.
1202800

LT



Los Angeles Times

CLASSIFIED ADVERTISING PROOF

Printed by: 0602 Patricia Gamino
Salesperson:
Phone:

May 10, 2013, 11:08 am

Ad # 35498702



Los Angeles Times

Account Information

Phone #: (916) 263-8122
Name: California Fairs Financing Authority
Address: 1776 Tribute Road, Suite 100
Sacramento, CA 95815

Acct #:

Client:

Placed by: Michael Sellers

Fax #:

Ad Information

Start date: 05-14-13
Stop date: 05-14-13
Insertions: 1
Rate code: Value 3 legal 1-7
Taken by: 0622 Daniel Arretche

Size: 2 x 102,480

Billed size: 204.00 5.14 agate lines

Keyword:

Ad type: Liner

Class: 13000 - Legal Notices

Pubs: Main - Full Run

Gross price: \$3,468.00

Net price: \$3,468.00

Amt Due: \$0.00

Note: Amount Due is subject to change due to discounts, miscellaneours fees, or other charges.

Ad Copy:

California Fairs Financing Authority ("CFFA") will be receiving sealed bids at the Orange County Fair & Event Center (OCF) Administration Office, for the following public project:

PHASE II - PROJECT 03113331 OC FAIR & EVENT CENTER PACIFIC AMPHITHEATRE LOBBY, PLAZA & FESTIVAL FIELDS

ESTIMATED PROJECT COST: \$10,500,000.00

SCOPE OF WORK: The excavation and construction of a new entrance and lobby through the existing amphitheater berm, large circular plaza with paved stage and seating walkways, restrooms, including landscaping, mechanical, electrical, and plumbing.

Contract Documents may be obtained through ABC Reprographics, at cost, 1500 E. 15th St., Suite 214, (714) 421-8822, or after MAY 15, 2013, The charge for documents is NON-REFUNDABLE. For information pertaining to the Contract Documents, contact David Freese dfreese@cfra.org (916) 201-6111.

A MANDATORY pre-bid conference and site visit will be held on JUNE 12, 2013, at 1:00 pm at the OCF Administration Building, at 83 Fair Drive, Costa Mesa, California. All prospective bidders are required to attend, sign in and sign out. Failure to attend or lateness will render bid ineligible.

Sealed Bids will be received until 2:00 p.m., on July 2, 2013 at the OCF Administration Building Reception Desk located at 83 Fair Drive, Costa Mesa, California 92626, (714) 708-1613. Bid Form and Proposal (Section 001133), Bid Security on CFPA form (Section 001133), Proposed Subcontractors List (Section 00330), Non-Collusion Affidavit (Section 001133) and Prevailing Wage and Enhanced Worker Safety Program form (Section 001133) must accompany each bid and be submitted in a sealed envelope, be written on the CFPA forms included in the bid documents and as instructed in the "Instruction to Bidders" section of the bid documents. Bids will be publicly opened and announced at that time. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

To bid on this Project, the Bidder is required to possess a California Contractor Class A or B License. The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

The successful Bidder is required to furnish a 100% Performance Bond and a 100% Payment Bond. The successful Bidder may substitute securities for any monies withheld by the CFPA to ensure performance under the contract, in accordance with the provisions of section 22200 of the Public Contract Code.

The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages, including that for holiday and overtime work as determined by the State of California Director of the Department of Industrial Relations, for the type of work performed and the locality in which the work is performed, pursuant to sections 1770 et seq. of the California Labor Code. CFPA will be operating a labor compliance program on this Project pursuant to Labor Code section 1771, et seq.

Bidder's attention is directed to the following items:
• DVBE participation goal and documentation

Beide Billed to CC



Los Angeles Times

CLASSIFIED ADVERTISING PROOF

Printed by: 0602 Patricia Gamino
Salesperson:
Phone:

May 10, 2013, 11:08 am

Ad # 35490702



Los Angeles Times

- Compliance with Enhanced Worker Safety Program
- Conditions of employment, Worker Safety and Prevailing Wage requirements to be made part this contract
- Completeness of the Bid Form and amount & form of Bid Security

CFPA specifically reserves the right, at its sole discretion, to reject any or all bids, or to waive technical defects in bidding. No submitted bids may be withdrawn by bidder within ninety (90) calendar days after the bid opening unless the CFPA consents to a withdrawal of the bidding this period.

The Award of this contract shall be based upon the BASE BID plus the sum of the ADDITIVE ALTERNATES and UNIT prices.



The Orange County Register • Excelsior • SqueezeOC.com
Orange County Home • Coast • Preferred Destinations • OC Kids

PAYMENT RECEIPT

Thursday, May 02, 2013

Transaction Type: Payment

Ad Number: 0009624321

Apply to Current Order: Yes

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: XXXXXXXXXXXX1737 - Visa

Credit Card Expire Date: March 2014

Payment Amount: \$774.00

Amount Due: \$0.00

Reference Number:

Charge to Company: OCRC

Category: Classified

Credit to Transaction Number:

Invoice Text:

Invoice Notes:

Customer Type: Small Business

Customer Category: CLS-Ledger

Customer Status: Active

Customer Group: CLS-Legals

Customer Trade:

Account Number: 1001062242

Phone Number: 9167169099

Company / Individual: Company

Customer Name: CALIFORNIA FAIR SERVICES AUTHORITY

Customer Address: 1776 TRIBUTE ROAD, SUITE 100

SACRAMENTO, CA 95815 USA

Check Number:

Routing Number:

The Orange County Register
MEMO INVOICE

Account Of:

Michael Sellens, PG, QSD/P, REA, Project Manager
CALIFORNIA FAIR SERVICES AUTHORITY
1776 TRIBUTE ROAD, SUITE 100
SACRAMENTO
CA, 95815

Publication Date (s)	Ad #	Ad Size/Color/Section Ad Description	Amount Paid
May 6, 2013	9824321	Public Notice	\$774.00

Thank you.

YOU CAN EMAIL YOUR NOTICES TO US:

obalen@ocregister.com
scampos@ocregister.com

Main No.
Fax:

625 N. GRAND AVENUE
SANTA ANA, CA 92701
(714) 796-2209
(714) 796-2238



The Orange County Register • Excelsior • SqueezeOC.com
Orange County Home • Coast • Preferred Destinations • OC Kids

PAYMENT RECEIPT

Thursday, May 09, 2013

Transaction Type: Payment

Ad Number: 0009630499

Apply to Current Order: Yes

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: XXXXXXXXXXX1737 - Visa

Credit Card Expire Date: March 2014

Payment Amount: \$774.00

Amount Due: \$0.00

Reference Number:

Charge to Company: OCRC

Category: Classified

Credit to Transaction Number:

Invoice Text:

Invoice Notes:

Customer Type: Small Business

Customer Category: CLS-Ledger

Customer Status: Active

Customer Group: CLS-Legals

Customer Trade:

Account Number: 1001062242

Phone Number: 9167169099

Company / Individual: Company

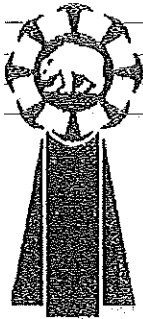
Customer Name: CALIFORNIA FAIR SERVICES AUTHORITY

Customer Address: 1776 TRIBUTE ROAD, SUITE 100

SACRAMENTO, CA 95815 USA

Check Number:

Routing Number:



**CALIFORNIA
FAIRS FINANCING
AUTHORITY**

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001238
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03213031
Pac Amp Phase II

Description	Amount
LOU 13-031 75% Prj Mgt Costs	32,737.50
	\$32,737.50

Check #: E119589939
Date: 08/01/2013

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$32,737.50
Sales Tax: 0.00
Invoice Total: \$32,737.50



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tulete Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Date: May 17, 2013

To: Rebecca Desmond, Deputy Executive Director
California Fairs Financing Authority

From: 32nd District Agricultural Association

Subject: Letter of Understanding No. 13-031-Phase II (CFFA Project No. 03213031-Phase II)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority (CFFA) ("Authority") and the 32nd District Agricultural Association ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in the proposal attached hereto as Exhibit A in accordance with the terms and conditions contained therein.

SCOPE: Phase II-Solicitation of Bids of the Pacific Amphitheater Barn Renovation Project-as described in Exhibit A, attached hereto.

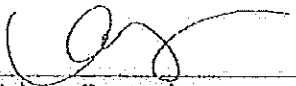
SCHEDULE: Final Bidding Schedule TBD.

FUNDING: Fair Funded

1. The Fair shall pay Authority's actual costs and expenses in providing the forgoing services, including staff time, overhead, bidding administration labor, estimated outside services, direct and third party charges for the Phase II "Solicitation for Bidding Cost". These costs are estimated to be in the amount of EIGHTY EIGHT THOUSAND, FIVE HUNDRED THIRTY SIX DOLLARS (\$88,536.00). This amount is the estimated per Exhibit A. These costs shall be paid in accordance with Exhibit A.

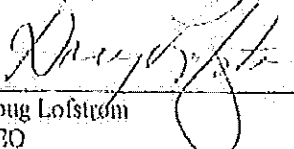
TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay Authority shall survive termination of this LOU.

ACCEPTED BY:


Rebecca Desmond,
Deputy Executive Director
California Fair Services Authority

6/13/13
Date

APPROVED BY:


Doug Lofstrom
CEO
32nd District Agricultural Association

6/13/13
Date



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 180
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

May 17, 2013

Project No. 03213031-Phase II

Re: 32nd District Agricultural Association

Phase II Pacific Amphitheater Berm Renovation

The estimated cost proposal for the Solicitation of Bids is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CFFA will conduct plan review prior to preparation for solicitation.
- C. CFFA will submit Plans and Specifications to the State Fire Marshall for review.
- D. CFFA will coordinate Department of the State Architect (DSA), Access Review with project architect.
- E. CFFA will prepare the bid documents, manage the bid solicitation, RFI process, job walk, and bid opening.

Items not included in the Scope of Work are any permits or associated review procedures required by other governmental agencies or public or private entities. The plans or project management fees for services to improve, construct or connect to Southern California Edison (SCE) utilities are not included in this Letter of Understanding (LOU). A separate LOU process will need to be entered into for the bidding, construction and management of the utility upgrade.

This cost proposal is for the Solicitation of Bids process only. The Fair understands that significant additional management and administrative costs may be incurred if the bid process extends beyond the bid due date of July 2, 2013. *If upon receipt and acceptance of the bid results, the Fair approves the bid and awards the project to the lowest qualified bidder, CFFA will draft a new LOU. This new LOU will be for the construction management, administration and inspection of the project. The Project Management fees will be for 6% of the awarded project cost plus direct and reimbursable costs, special inspection costs, geotechnical inspections and testing costs.*



The estimated administrative cost for CFFA to provide the Solicitation to Bids support for Phase II of the Pacific Amphitheater Berm Renovation project is \$88,536.00 as detailed below. This "Solicitation for Bids" support fee is comprised of plan reviews, document preparation, and architect coordination. The Project Management fee is based on our standard six (6) percent fee for the total estimated cost of the project, and will be accounted for in the final project management fee at the completion of Phase II. Should the Fair elect not to proceed with Phase II upon the completion of this Phase II-Solicitation of Bids LOU, CFFA will provide the Fair with an accounting of the actual Project Management Costs incurred and refund any difference.

Estimated Costs/Fees
Pacific Amphitheater Berm Renovation
Phase II-Solicitation of Bids

Project Management Costs	\$ 43,650.00
Estimated Outside Services (Agency and Third Party Reviews)	\$ 25,750.00
Estimated Direct Costs (Travel)	\$ 8,094.00
<u>Estimated Other Direct Costs (Reimbursables)</u>	<u>\$ 11,042.00</u>
Total Estimated Costs/Fees	\$ 88,536.00

The project management fees will be billed in equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU. For this "Solicitation of Bids", it is expected that the project will be completed within a three (3) month period from May 2013 to July 2013. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA which will include copies of applicable receipts. Any outside services contracted by CFFA on behalf of this project will be paid directly by the Fair within 7 days upon receipt of approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose



of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-031, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-031, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001239
Invoice Date: 6/21/2013
Customer Code: 32nd
Project: 03213006
Pac Amp Campground PMT Upgrade

Description	Amount
LOU 13-006 50% Prj Mgt Costs	3,171.00
	\$3,171.00

Check #: E119553911
Date: 08/01/2013

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$3,171.00
Sales Tax: 0.00
Invoice Total: \$3,171.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Folgate Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6180
Fax: (916) 263-6116

FIGURE

DATE

COST/DATE

To: Rebecca Desmond, Deputy Executive Director Date: June 10, 2013
California Fairs Financing Authority

From: 32nd DAA, Orange County Fair & Event Center

Subject: Letter of Understanding No. 13-006 (CFFA Project No. 03213006)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority (CFFA) ("Authority") and the 32nd District Agricultural Association (DAA) ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in the proposal attached hereto as Exhibit A in accordance with the terms and conditions contained therein.

SCOPE: Estimated Project Management Fees for the PacAmp Campground PMT Upgrade-Solicitation of Bids project at the Pacific Amphitheater/RV Campground.

SCHEDULE: Final Bidding Schedule TBD.

FUNDING: Fair Funded

1. The Fair shall pay Authority's actual costs and expenses in providing the forgoing services, including staff time, overhead, bidding administration labor, estimated outside services, direct costs and third party charges for the Electrical Upgrade "Solicitation for Bids" cost". These costs are estimated to be in the amount of SIXTEEN THOUSAND, ZERO HUNDRED ELEVEN DOLLARS (\$16,011.00). These costs shall be paid in advance, or as directed by Authority.

TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The OCEC's obligation to pay the "Solicitation for Bid" costs to the Authority shall survive termination of this LOU.

ACCEPTED BY:

Rebecca Desmond, Deputy Executive Director
California Fair Services Authority

Date

6/18/13

APPROVED BY:

Doug Loftstrom, CEO
Orange County Fair & Event Center

Date

6/11/13



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCIAL
DESIGN
CONSTRUCTION

1776 Tribune Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

EXHIBIT A

June 10, 2013

Project No. 03213006- Solicitation of Bid Process for Electrical Upgrade
Re: 32nd District Agricultural Association (DAA) -PncAmp/Campground PMT Upgrade

The estimated cost proposal for the Solicitation of Bids is based upon the following Scope of Work (SOW) and assumptions:

- A. The site of the proposed project is at the 32nd District Agricultural Association (DAA).
- B. CFFA will conduct plan review prior to preparation for solicitation
- C. CFFA will prepare the bid documents, manage the bid solicitation, RFI process, job walk, and bid opening.

This estimated cost proposal is for the Solicitation of Bid process only, and is associated with the upgrade of the electrical services and its connection to Southern California Edison (SCE) utilities. Items not included in the Scope of Work are any permits or associated review procedures required by other governmental agencies or public or private entities.

This SOW is for the "Solicitation of Bids" process only. Upon receipt and acceptance of the bid results, OCFEC approval of the bid, and awarding of the project to the lowest qualified bidder; CFFA will draft a new Letter of Understanding (LOU) for the actual construction, connection, activation, inspection and management of the new project. The Project Management fees will be for 6% of the awarded project cost plus direct third party, i.e. consultants, and reimbursable costs, i.e. advertising.

The estimated costs for CFFA to provide the "Solicitation to Bid" for the Electrical Upgrade is \$16,011, a breakdown of this cost is presented below. This "Solicitation to Bid" support fee is comprised of plan review, document preparation, advertising, job walk, response to RFI, and review of submitted bids. The Project Administration/Management Fees will be accounted in our standard six (6) percent fee for the total estimated cost of the project, and will be accounted for in the final project management fee at the completion of the electrical upgrade project. Should the Fair elect not to proceed with the said electrical upgrade upon the completion of this "Solicitation of Bids" LOU, CFFA will provide the Fair with an accounting of the actual costs incurred and the project Administration/Management Fees, as presented below, will be considered payment in full.



Pacific Amphitheater/Camp Ground PMT Electrical Upgrade
(Solicitation of Bids)

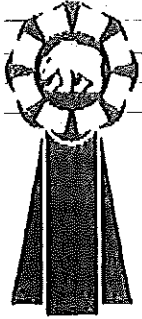
Project Administration/Management Fees	\$	6,342.00
Estimated Outside Services (Consultant Fees, etc.)	\$	6,500.00
Estimated Reimbursable Costs (Travel, Advertising, etc.)	\$	3,169.00
Total Estimated Fees/Costs	\$	16,011.00

The project management fees will be billed in equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU. For this "Solicitation of Bids" project, it is expected that the project will be completed within a three (3) month period from June 2013 to August 2013. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA, which will include copies of applicable receipts. Any outside services contracted by CFFA on behalf of this project, that has yet to be compensated, will be paid directly by the Fair to the contractor within 7 days upon receipt of approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA will engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU. This includes, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair will be provided with documentation and verification of all reimbursable and third party direct costs. However, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-006, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-006, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Bubanks at (916) 263-6121.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION



Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001271
Invoice Date: 7/22/2013
Customer Code: 32nd
Project: 03213016
Color Coat Courtyard

Description	Amount
Project Funds for DCS Plastering	14,972.00
	\$14,972.00

Check #: E119060759
Date: 08/13/2013

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$14,972.00
Sales Tax: 0.00
Invoice Total: \$14,972.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Inbute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

Date: 7/22/13

Amount: \$14,972.00

Vendor Name: DCS Plastering

Invoice No.: 2264

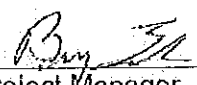
Invoice Date: June 1, 2013

Project No.: 03213016

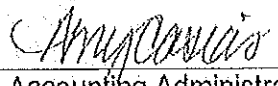
Project Name: Color Coat Courtyard


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

DCS Plastering

2219 S. Sierra Street, Santa Ana, CA. 92704 , 714.241.7092 phone , 714.241.7096 fax , License 8561611

CUSTOMER #: CFFA1

INVOICE #: 2284

INVOICE DATE: 06/01/13

DUE DATE: 07/01/13

BILL TO:

CA Fairs Financing Authority
1776 Tribute Road
Suite 100
Sacramento, CA 95815

JOB: 13026

OC Fair Courtyard
88 Fair Drive
Costa Mesa, CA 92626

CODE	DESCRIPTION	CURRENT CONTRACT	PREVIOUS BILLED	PREV %	% COMPL	CURRENT BILLING
00	Contract	14,972.00			100.0	14,972.00
	TOTALS:	14,972.00			100.0	14,972.00
NET DUE:						14,972.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 2

CONTRACTOR:

CA Fair Financing Authority
1776 Tribute Road, Suite 100
Sacramento, CA 95816

PROJECT:

13026
OC Fair Courtyard
88 Fair Drive
Costa Mesa, CA 92626

SUBCONTRACTOR:

DCS Plastering, Inc.
2240 S. Susan Street
Santa Ana, CA 92704
714.241.7004
714.241.7006 fax

APPLICATION NO.

2264

APPLICATION PERIOD:

Jun-13

CFFA Project #03213016

CONTRACTOR'S APPLICATION FOR PAYMENT

ORIGINAL CONTRACT SUM	<u>\$14,972.00</u>
Net change by Change Orders	<u>\$0.00</u>
CONTRACT SUM TO DATE (Line 1 +/- 2)	<u>\$14,972.00</u>
TOTAL COMPLETED & STORED TO DATE	<u>\$14,972.00</u>
RETAINAGE	
10% of Completed Work	<u>\$0.00</u>
(Columns D - E on Continuation Sheet)	
10% of Stored Material	<u>\$0.00</u>
(Columns F on Continuation Sheet)	
Total Retainage	<u>\$0.00</u>
(Line 5a + 5b or Total in Column 1 of Continuation Sheet)	
TOTAL EARNED LESS RETAINAGE	<u>\$14,972.00</u>
(Line 4 less Line 5 total)	
LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>\$0.00</u>
(Line 6 from prior Certificate)	
CURRENT PAYMENT DUE	<u>\$14,972.00</u>
BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	<u>\$0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTION
Total changes approved in previous months by Owner		
Total approved this Month		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

APPLICATION NO: 2264
 APPLICATION DATE: 06/01/13
 PERIOD TO: 06/31/2013
 PROJECT: OC Fair Courtyard
 CFFA Project #03213016

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL CONTRACT VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G-C	BALANCE TO FINISH	TOTAL RETAINAGE
			PREVIOUS APPLICATION	THIS PERIOD					
1	Initial Contract Amount	14,972.00	0.00	14,972.00		14,972.00	100%	0.00	1,497.20
	TOTALS	14,972.00	0.00	14,972.00	0.00	14,972.00	100%	0.00	1,497.20

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(CALIFORNIA CIVIL CODE SECTION 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: DCS Plastering, Inc.

Name of Customer: California Fairs Financing Authority

Job Location: OC Fairgrounds, Courtyard Project #03213016 - 88 Fair Drive, Costa Mesa CA 92626

Owner: California Fairs Financing Authority & California Fair Services Authority

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: California Fairs Financing Authority


Amount of Check: \$ 14,972.00

Check Payable to: DCS Plastering, Inc.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$0.00

Signature

Claimant's Signature: 

Claimant's Title: Office Manager

Date of Signature: 06/20/2013



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION



Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001272
Invoice Date: 7/22/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

Description	Amount
Project Funds Pay Auth for MAKE Inv# 14	20,069.95
	\$20,069.95

Check #: E119071924
Date: 08/13/2013

Thank you for your business!

Questions: acaslas@cfsa.org

Net Invoice: \$20,069.95
Sales Tax: 0.00
Invoice Total: \$20,069.95



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 7/15/2013

Amount: \$20,069.95

Vendor Name: MAKE Architecture

Invoice No.: 14

Invoice Date: 6/29/2013

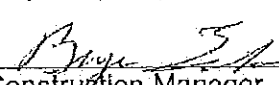
Project No.: 03211031

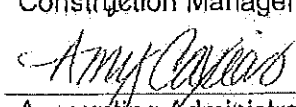
Project Name: Pac Amp Berm Renovation

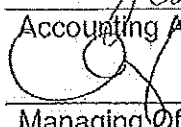
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

Contractors Certification for Payment

California Fairs Financing Authority

1776 Tribute Road, Suite 100

Sacramento, CA 95815

(916) 263-6100

Fax (916) 263-6116

(No. 14)

To: MAKE Architecture
2138 Hyperion Ave
Studio A
Los Angeles, CA 90027
(323) 669-0278

CFFA Project: Pacific Amphitheatre Renov.
Project Location: Costa Mesa, CA
CFFA Project No.: 03211031
Reporting Period: 6/1/2013 to 6/30/2013

The Contractor in accordance with the contract and this application for payment, is entitled to payment in the amount of:

Twenty Thousand Sixty Nine Dollars and Ninely Five Cents dollars (\$ 20,069.95)

Application is hereby made by Contractor for payment as shown below and as documented in the attachments. The present status of the account for this project is as follows:

Original Contract Sum	\$ <u>273,616.50</u>
Net Change by Change Orders <i>(includes numbers 1, 2, 3, 4, 5, 6)</i>	\$ <u>250,990.00</u>
Contract Sum to Date	\$ <u>524,606.50</u>
Total Completed and Stored to Date	\$ <u>462,213.19</u>
Retention (10%)	\$ <u>46,221.31</u>
Total Earned less Retention	\$ <u>415,991.88</u>
Total Reimbursable Expenses To Date	\$ <u>13,234.82</u>
Subtotal	\$ <u>429,226.70</u>
Less Previous Payments	\$ <u>409,156.75</u>
CURRENT PAYMENT DUE	\$ <u>20,069.95</u>

The undersigned contractor certifies that the work covered by this *Application for Payment* has been completed in accordance with the Contractor Documents, that all amounts have been paid by him for work for each previous *Application for Payment* were issued and payments received from CFFA and that the current payment shown here is now due.

Contractor MAKE Architecture

Signature

William Beuter, CEO

Date 6/29/2013

California Fairs Financing Authority
 1776 Tribute Road, Suite 220
 Sacramento, CA 95815
 (916) 263-6100
 Fax (916) 263-6116

Application for Payment

June 2013

Page 1 of 1

Contractor Name		Project Name & Location		CFFA Project No.		CFFA Contract No.		Reporting Period
MAKE Architecture		Pacific Amphitheatre Renovation		03211031				14 of
Item #	Description of Work	Original Contract Sum	Retained Previous	Previous Payments		Current Billings		
				Qty % Completed	Amount	Qty % Completed	Amount	
1	Architectural Services -- Design Team	\$206,511.00	\$17,769.35	86.0%	\$159,924.20	4.5%	\$9,366.36	
2	Geo Survey Equip	\$29,430.00	\$2,943.00	100%	\$26,487.00	-	0	
3	Acoustical Consulting	\$13,280.00	\$1,135.40	85.5%	\$10,218.60	-	0	
4	Fountain Consulting	\$972.50	\$97.25	9.6%	\$875.25	-	0	
5	Reimbursable Expenses (Estimated)	\$23,423.00	\$0	51.9%	\$12,144.88	4.7%	\$1,089.94	
6	ASL 1- Concurrent Berm Phase 1 Preliminary Design	\$37,740.00	\$3,774.00	100%	\$33,966.00	-	0	
7	ASL 2- Additional Geotechnical Testing	\$6,340.00	\$694.00	100%	\$6,246.00	-	0	
8	ASL 3- Concurrent Berm Reconfig and Plaza	\$121,735.00	\$10,874.97	89.3%	\$97,874.71	2.3%	\$2,789.60	
9	ASL4- Restroom Buildings	\$64,675.00	\$5,632.05	87.1%	\$50,688.51	3.5%	\$2,286.94	
10	ASL5- Electrical Room and Enclosure	\$13,800.00	\$1,192.40	86.4%	\$10,731.60	4.0%	\$546.00	
11	ASL6- Design Build Berm Planting Revisions	\$6,100.00	0	0	0	100%	\$6,100.00	
TOTALS		\$524,606.50	\$44,112.42	87.4%	\$409,156.75	4.2%	\$22,178.84	

Approvals and Certifications

Date

Contractor	
Inspector	
Project Mgr	
Operations Mgr	
Controller	
Executive Director	

Retention Payment

☐ Certified Payroll
☐ Change Order Signed
☐ Lien Release Signed
 NOC File Date: _____
 Verified By: _____

Total Current Billings \$21,088.90
 Retention (10 %) \$2,108.89
 Reimbursable Expenses \$1,089.94

 AMOUNT DUE \$20,069.95



Invoice

12010-14

Date 6/30/2013

To California Fair Financing Authority
Attn: David Freese
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Invoice Period
06/01/13-06/30/13

Item	Description	Monthly %	Qty/Hrs	Rate	Total %	Amount
Permitting		14.3%		1,391.44	100%	1,391.44
Bidding		82%		7,974.92	100%	7,974.92
	SUBTOTAL					9,366.36
add. service	additional services-ASL3	2.3%		2,789.60	91.6%	2,789.60
add. service	additional services-ASL4	3.5%		2,286.94	90.6%	2,286.94
add. service	additional services-ASL5	4.0%		546.00	90.4%	546.00
add. service	additional services-ASL6	100%		6,100.00	100%	6,100.00
	SUBTOTAL					11,722.54
REIMBURSABLE						
Civil Eng.	civil Engineer- prints&mileoge			391.48		391.48
mileage	2 trips to project site		192	0.565		108.48
prints	8.5x11 black&white		446	0.49		218.54
prints	8.5x11 color		75	0.98		73.50
prints	18x24 black&white		96	1.50		144.00
Baller Hardware	spec binding			11.77		11.77
	SUBTOTAL					947.77
Reimb. Mark-up			947.77	0.15		142.17
Invoice Total						\$22,178.84

Architecture

2138 Hyperion Ave
Studio A
Los Angeles, CA 90027

Interiors

Furniture

t: 323.669.0278
f: 323.669.0282
admin@makearch.com

BALLER HARDWARE
2503 HYPERION AVE
LOS ANGELES, CA 90027

06/20/2013

13:37:19

MID: 000000006350368

TID: 04672104

5014871104

CREDIT CARD

AMEX SALE

CARD #

XXXXXXXXXXXX3001

INVOICE

0009

Batch #:

00097

Approval Code:

585188

Entry Method:

Swiped

Mode:

Online

SALE AMOUNT

\$11.77

1.00

1.00

CUSTOMER COPY

1.77

11.77

EN CARDH

== J06LH064720

11.77

CUST ID 75

PALLER-ROBERTS ENGINEERING, INC.
CONSULTING CIVIL ENGINEERS

5701 SLAUSON AVENUE, SUITE 208, CULVER CITY, CALIFORNIA 90230

PHONE (310) 641-1853 • FAX (310) 641-1861

INVOICE

Invoice # 15198
May 24, 2013
Page 1

Mr. William Beuter
MAKE Architecture
2138 Hyperion Avenue, Studio A
Los Angeles, CA 90037

Client ID: Make
Project 1101

JOB DESCRIPTION: Pacific Amphitheater

Billing Period: April 1, 2013 Thru May 15, 2013

REIMBURSABLES

REIMBURSABLE EXPENSES:

PRINTING		391.48
		<hr/>
Total	\$	391.48

INVOICE TOTAL \$ 391.48



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION



Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001273
Invoice Date: 7/22/2013
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

Description	Amount
Project Funds Hydrosprout	5,621.85
	\$5,621.85

Check #: E119081757
Date: 08/13/2013

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$5,621.85
Sales Tax: 0.00
Invoice Total: \$5,621.85



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tibbitts Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Payment Authorization

Date: 7/3/2013

Amount: \$5,621.85

Vendor Name: Hydrosprout, Inc

Invoice No.:

Invoice Date: July 2, 2013

Project No.: 03211031

Project Name: Pac Amp Berm Renovation

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with OFFA.

Approved for Payment

Michael P. Sellen

Project Manager

Ben Sellen

Construction Manager

Amy Canino

Accounting Administrator

[Signature]

Managing Officer or Designee

California Fairs Financing Authority
 1776 Tribute Road, Suite 100
 Sacramento, CA 95815
 (916) 263-6100
 Fax (916) 263-6116

Application for Payment

Page 1 of 1

Sub Contractor Name HYDROSPROUT, INC		Project Name & Location Hydromulch Pac Amp Berm		CFFA Project No. 03213032	CFFA Contract No. 13-008	Reporting Period JUN of 2013	
Item #	Description of Work	Original Contract Sum	Stored Material	Previous Payments		Current Billings	
				Qty % Completed	Amount	Qty % Completed	Amount
1	Hydromulch /Pac Amp Berm	5621.85	0.00	0%	0.00	100%	\$5621.85
TOTALS		5621.85	0.00	0	0	100%	\$5621.85

Approvals and Certifications

Date

Contractor
Inspector
Project Mgr
Construction Mgr
Controller
Executive Director

Retention Payment

☐ Certified Payroll
☐ Change Order Signed
☐ Lien Release Signed
 NOC File Date: _____
 Verified By: _____

Total Current Billings \$5621.85

Retention (0%) 0.00

AMOUNT DUE \$5621.85

Contractors Certification for Payment

California Fairs Financing Authority

1776 Tribute Road, Suite 100

Sacramento, CA 95815

(916) 263-6100

Fax (916) 263-6116

(No.)

To: (Contractor's Name & Address)

Hydrosprout, Inc.
460-A Corporate Dr.
Escondido, CA 92029

CFFA Project: Hydromulch Pac Amp Berm

Project Location: Orange Co Fair Grounds

CFFA Project No.: 03213032

Reporting Period: 6/1 to 6/31/13

The Contractor in accordance with the contract and this application for payment, is entitled to payment in the amount of:

Five Thousand Six Hundred Twenty One & 85/100's Dollars (\$ 5621.85)

Application is hereby made by Contractor for payment as shown below and as documented in the attachments. The present status of the account for this project is as follows:

Original Contract Sum	\$ <u>5621.85</u>
Net Change by Change Orders	\$ <u>0.00</u>
(includes numbers _____)	<u>5621.85</u>
Contract Sum to Date	\$ _____
Total Completed and Stored to Date	\$ <u>5621.85</u>
Retention (10%)	\$ <u>0</u>
Total Earned less Retention	\$ <u>5621.85</u>
Less Previous Payments	\$ <u>0.00</u>
CURRENT PAYMENT DUE	\$ <u>5621.85</u>

The undersigned contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contractor Documents, that all amounts have been paid by him for work for each previous Application for Payment were issued and payments received from CFFA and that the current payment shown here is now due.

Contractor Mariene Bates for HYDROSPROUT, INC

Signature

Date 7/02/2013

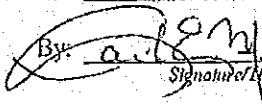
EXHIBIT C
CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

PROJECT NO: 03213032

CONTRACT NO: 13-008

Upon receipt by the undersigned of a check from California Fairs Financing Authority in the sum of \$ 5621.85 payable to HYDROSPROUT, INC and when the check has been properly endorsed and has been paid by the bank upon which is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of California Fairs Financing Authority - Hydromulch located at Orange County CA. This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of \$ 0.00. Before any recipient of this document relies on it, the part should verify evidence of payment to the undersigned.

Dated this 2nd day of JULY 2011 Company: HYDROSPROUT, INC.

By:  / Official
Signature/Title

Contractors Certification for Payment

California Fairs Financing Authority

1776 Tribute Road, Suite 100

Sacramento, CA 95815

(916) 263-6100

Fax (916) 263-6116

(No.)

To: (Contractors Name & Address)

Hydrosprout, Inc.
460-A CORPORATE DR.
Escondido, CA 92029

CFFA Project: Hydromulch Pac Amp Berm

Project Location: Orange Co Fair Grounds

CFFA Project No.: 03213032

Reporting Period: 6/1 to 6/31/13

The Contractor in accordance with the contract and this application for payment, is entitled to payment in the amount of:

Five Thousand Six Hundred Twenty One & 85/100's Dollars (\$ 5621.85)

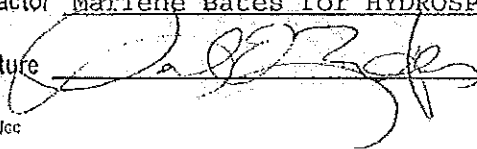
Application is hereby made by Contractor for payment as shown below and as documented in the attachments. The present status of the account for this project is as follows:

Original Contract Sum	\$ 5621.85
Net Change by Change Orders	\$ 0.00
(includes numbers	5621.85
Contract Sum to Date	\$
Total Completed and Stored to Date	\$ 5621.85
Retention (10%)	\$ 0
Total Earned less Retention	\$ 5621.85
Less Previous Payments	\$ 0.00
CURRENT PAYMENT DUE	\$ 5621.85

The undersigned contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contractor Documents, that all amounts have been paid by him for work for each previous Application for Payment were issued and payments received from CFFA and that the current payment shown here is now due.

Contractor Marlene Bates for HYDROSPROUT, INC

Signature



Date

7/02/2013

California Fairs Financing Authority
 1776 Tribute Road, Suite 100
 Sacramento, CA 95815
 (916) 263-6100
 Fax (916) 263-6116

Application for Payment

Page 1 of 1

Sub Contractor Name		Project Name & Location		CFFA Project No.	CFFA Contract No.	Reporting Period	
HYDROSPROUT, INC		Hydromulch Pac Amp Berm		03213032	13-008	JUN of 2013	
Item #	Description of Work	Original Contract Sum	Stored Material	Previous Payments		Current Billings	
				Qty % Completed	Amount	Qty % Completed	Amount
1	Hydromulch /Pac Amp Berm	5621.85	0.00	0%	0.00	100%	\$5621.85
TOTALS		5621.85	0.00	0	0	100%	\$5621.85

Approvals and Certifications

Date

Contractor
Inspector
Project Mgr
Construction Mgr
Controller
Executive Director

Retention Payment

- ☐ Certified Payroll
☐ Change Order Signed
☐ Lien Release Signed
 NOC File Date: _____
 Verified By: _____

Total Current Billings \$5621.85

Retention (0%) 0.00

AMOUNT DUE \$5621.85

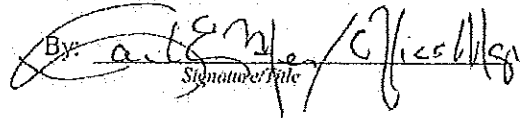
EXHIBIT C
CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

PROJECT NO: 03213032

CONTRACT NO: 13-008

Upon receipt by the undersigned of a check from California Fairs Financing Authority in the sum of \$ 5621.85 payable to HYDROSPROUT, INC and when the check has been properly endorsed and has been paid by the bank upon which is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of California Fairs Financing Authority - Hydromulch located at Orange County CA. This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of \$ 0.00. Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated this 2nd day of JULY 2013 Company: HYDROSPROUT, INC.

By: 
Signature/Title



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Induro Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION



Invoice

Orange County Fair
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 001276
Invoice Date: 7/23/2013
Customer Code: 32nd
Project: 03213031
Pac Amp Phase II

Description	Amount
LOU 13-031 Final 25% Project Management Costs	10,912.50
	\$10,912.50

Check #: E114917420
Date: 08/23/2013

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$10,912.50
Sales Tax: 0.00
Invoice Total: \$10,912.50



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Payment Authorization

Date: 8/20/2013

Amount: \$10,912.50

Vendor Name: Orange County Fair

Invoice No.: 001276

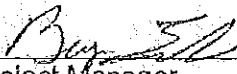
Invoice Date: July 23, 2013

Project No.: 03213031


Project Name: Pac Amp Phase II

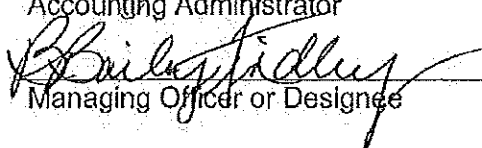
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Iphigene Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6160
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Date: May 17, 2013
To: Rebecca Desmond, Deputy Executive Director
California Fairs Financing Authority
From: 32nd District Agricultural Association
Subject: Letter of Understanding No. 13-031-Phase II (CFFA Project No. 03213031-Phase II)

This Letter of Understanding ("LOU") is entered into between California Fairs Financing Authority (CFFA) ("Authority") and the 32nd District Agricultural Association ("Fair") pursuant to the Memorandum of Understanding between Authority and Fair dated January 1, 1997 to complete the scope of services set forth in the proposal attached hereto as Exhibit A in accordance with the terms and conditions contained therein.

SCOPE: Phase II-Solicitation of Bids of the Pacific Amphitheater Berm Renovation Project-as described in Exhibit A, attached hereto.


SCHEDULE: Final Bidding Schedule TBD.

FUNDING: Fair Funded

1. The Fair shall pay Authority's actual costs and expenses in providing the forgoing services, including staff time, overhead, bidding administration labor, estimated outside services, direct and third party charges for the Phase II "Solicitation for Bidding Cost". These costs are estimated to be in the amount of EIGHTY EIGHT THOUSAND, FIVE HUNDRED THIRTY SIX DOLLARS (\$88,536.00). This amount is the estimated per Exhibit A. These costs shall be paid in accordance with Exhibit A.

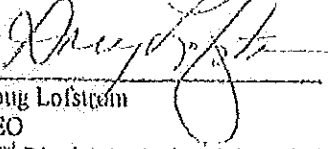
TERMINATION: Either party may terminate this LOU without further penalty upon giving the other party twenty-four (24) hours written notice and completing any outstanding or non-revocable obligations. The Fair's obligation to pay Authority shall survive termination of this LOU.

ACCEPTED BY:


Rebecca Desmond,
Deputy Executive Director
California Fair Services Authority

6/18/13
Date

APPROVED BY:


Doug Lofstrom
CEO
32nd District Agricultural Association

6/17/13
Date



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95811
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

May 17, 2013

Project No. 03213031-Phase II
Re: 32nd District Agricultural Association
Phase II Pacific Amphitheater Dorn Renovation

The estimated cost proposal for the Solicitation of Bids is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. CFFA will conduct plan review prior to preparation for solicitation.
- C. CFFA will submit Plans and Specifications to the State Fire Marshall for review.
- D. CFFA will coordinate Department of the State Architect (DSA), Access Review with project architect.
- E. CFFA will prepare the bid documents, manage the bid solicitation, RFI process, job walk, and bid opening.

Items not included in the Scope of Work are any permits or associated review procedures required by other governmental agencies or public or private entities. The plans or project management fees for services to improve, construct or connect to Southern California Edison (SCE) utilities are not included in this Letter of Understanding (LOU). A separate LOU process will need to be entered into for the bidding, construction and management of the utility upgrade.

This cost proposal is for the Solicitation of Bids process only. The Fair understands that significant additional management and administrative costs may be incurred if the bid process extends beyond the bid due date of July 2, 2013. *If upon receipt and acceptance of the bid results, the Fair approves the bid and awards the project to the lowest qualified bidder, CFFA will draft a new LOU. This new LOU will be for the construction management, administration and inspection of the project. The Project Management fees will be for 6% of the awarded project cost plus direct and reimbursable costs, special inspection costs, geotechnical inspections and testing costs.*

The estimated administrative cost for CFFA to provide the Solicitation to Bids support for Phase II of the Pacific Amphitheater Berm Renovation project is \$88,536.00 as detailed below. This "Solicitation for Bids" support fee is comprised of plan reviews, document preparation, and architect coordination. The Project Management fee is based on our standard six (6) percent fee for the total estimated cost of the project, and will be accounted for in the final project management fee at the completion of Phase II. Should the Fair elect not to proceed with Phase II upon the completion of this Phase II-Solicitation of Bids LOU, CFFA will provide the Fair with an accounting of the actual Project Management Costs incurred and refund any difference.

Estimated Costs/Fees
Pacific Amphitheater Berm Renovation
Phase II-Solicitation of Bids

Project Management Costs	\$ 43,650.00
Estimated Outside Services (Agency and Third Party Reviews)	\$ 25,750.00
Estimated Direct Costs (Travel)	\$ 8,094.00
<u>Estimated Other Direct Costs (Reimbursables)</u>	<u>\$ 11,042.00</u>
Total Estimated Costs/Fees	\$ 88,536.00

The project management fees will be billed in equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU. For this "Solicitation of Bids", it is expected that the project will be completed within a three (3) month period from May 2013 to July 2013. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA which will include copies of applicable receipts. Any outside services contracted by CFFA on behalf of this project will be paid directly by the Fair within 7 days upon receipt of approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. Provided, however, the Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose

of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-031, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-031, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2013 **ITEM NUMBER:** 9A

SUBJECT: Committee/Task Force/Liaison Reports

DATE: September 20, 2013

FROM: Stan Tkaczyk, Board Chair

PRESENTATION BY: Stan Tkaczyk, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Task Force members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be agendaized for a future Board meeting.

- i. TelPhil Negotiating Team
- ii. Centennial Farm Foundation Liaison
- iii. Workers Memorial Task Force
- iv. Financial Monitoring Committee
- v. 2013 OC Fair City Liaison Committee
- vi. Operational Needs Assessment Task Force
- vii. Veteran's Memorial Task Force



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2013 ITEM NUMBER: 9B

SUBJECT: Chair Appointments – Committee / Task Force / Liaison

DATE: September 20, 2013

FROM: Stan Tkaczyk, Board Chair

PRESENTATION BY: Stan Tkaczyk, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

The policies of the OC Fair & Event Center Board of Directors relative to Board committees are set forth in Policy 4.6 - Board Committee Principles, Policy 4.7 - Board Committee Structure, and Article V of the Bylaws.

Board committees are advisory in nature to the full Board (Policy 4.6). In establishing Board Committees, the Board will carefully state its expectations and committee authority in order not to conflict with authority delegated to the CEO (Policy 4.6). The Chairman of the Board has been delegated the authority to appoint members of the Board to Board Committees.



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2013 ITEM NUMBER: 9C

SUBJECT: OC Marathon

DATE: September 20, 2013

FROM: Sharon Augenstein, Chief Financial Officer

PRESENTATION BY: Sharon Augenstein, Chief Financial Officer

RECOMMENDATION

Information item only.

BACKGROUND

The Board of Directors Agenda Report dated September 19, 2011 for the September Board meeting is included as Attachment A as reference.

In September and October 2011, Staff recommended approval of a five year agreement with the OC Marathon for use of OCFEC facilities during the weekend that includes the first Sunday in May in exchange for a minimum guarantee of \$100,000 per year predicated on exclusive use of the parking lots. Staff also recommended exercising exclusive use of the weekend as provided for in the second amendment of the Outdoor Market Place lease agreement dated April 1, 2009.

Gary Kutscher of the OC Marathon explained that OCFEC would realize over \$100,000 in revenues through building rentals, parking fees, and food and beverage sales.

The Board approved the Staff recommendation at the October 2011 Board meeting. The resulting five year rental agreement is included as Attachment B.

To date, actual revenues earned by OCFEC from the OC Marathon exceed the projections presented in 2011 by \$28k (\$21k in 2012 and \$7k in 2013) as reflected in Attachment C.



Board of Directors Agenda Report

MEETING DATE: SEPT. 22, 2011

ITEM NUMBER: 9H

SUBJECT: OC Marathon Contract

DATE: September 19, 2011

FROM: Doug Lofstrom, Vice President, Events

PRESENTATION BY: Doug Lofstrom, Vice President, Events

RECOMMENDATION

Staff recommends approval of a five year agreement with the OC Marathon for use of OCFEC facilities during the weekend that includes the first Sunday in May in exchange for a minimum guarantee of \$100k per year predicated on exclusive use of the parking lots. Staff also recommends exercising exclusive use of the weekend as provided for in the second amendment of the Outdoor MarketPlace lease agreement dated April 1, 2009.

BACKGROUND

The OC Marathon has operated its annual OC Marathon at the OCFEC since 2009 and has experienced considerable growth since that year. However, the lack of parking for event attendees limits the potential for further growth of the event, negatively impacts the customer experience, and causes the OC Marathon to consider other venue options. The OC Marathon has approached the OCFEC requesting exclusive use of the parking lots for the next five years, 2012 through 2016. In exchange for the five year contract, OC Marathon is pledging a minimum guarantee of \$500K to the OCFEC over the five year period, exclusive of reimbursable expenses which the OC Marathon will continue to pay.

The OCFEC currently benefits \$85k for the weekend in question. Approximately \$40k from Market Place revenues and \$45k from the OC Marathon (parking and F&B) plus reimbursable expenses of approximately \$30k. Staff has reviewed OC Marathon projections for incremental attendance, parking, F&B sales and facility use fees (attached) and believes these are reasonable and conservative projections which support the minimum of \$100k annually. Additionally, the OC Marathon is actively pursuing the development of an ancillary event which will utilize additional facilities on the property, bringing in incremental parking revenue and additional F&B opportunities beginning in the first year of the contract.

FISCAL IMPACT

Increase in cash by a minimum of \$75k over five years with considerable upside in the range of \$20k-\$50k potential per year from incremental attendance, parking and F&B sales from the main event plus facility rentals and incremental revenues resulting from the addition of ancillary events.



**Executive Summary
OC Marathon Five-Year Projection
September 15, 2011**

The OC Marathon will hold the eighth annual event on the first weekend of May 2012. It will be the fourth to have the OCFEC as the finish of the marathon and half marathon as well as the Kids Run the OC, the Nutrilite® Health & Fitness Expo and the OC Wahoo's 5K. Since moving the events from the Irvine Hyatt and Irvine Spectrum in early 2009, as well as changing the date from the first week in January to the first week of May, we have seen tremendous growth from just over 9,000 total registrants in 2009 to over 14,500 in 2011. Due to the increased marketing budget and marketing collaborations with other local marathons, we expect to see continued growth going forward.

The growth we have experienced has lead to significant issues with regards to the amount of available parking and traffic entering and leaving the OCFEC. These issues will compound with the growth of the event.

- 1) With the Kids Run the OC as well as the Health & Fitness Expo beginning at 9:00 am Saturday morning, many families could not find parking places in the available areas, were late for their child's race time or in some instances, left the facility without participating or were not able to get into the facility.
- 2) Due to limited supply, pre-paid parking passes were sold out a few hours before the Expo closed Saturday.
- 3) Participants (Full and Half), arriving Sunday morning for the shuttle service to the start line encountered problems entering the few gates available and some holding pre-paid passes were charged again when CMPD started directing runners into Gate 1 and 2 to alleviate congestion on Fair Drive.
- 4) Many parked off the OCFEC's premises resulting in lost revenue.
- 5) Shuttle buses moving participants to the start from the OCFEC lots, encountered significant traffic issues into and out of the parking lots due to the limited number of gates open for our use, which caused a delay in the start of the race.

In order for the OC Marathon to continue with our expected growth to the benefit of the community, our partner charities and the kids program, the OC Marathon requests a five-year agreement with the OC Fair and Event Center for continued use of the OCFEC facilities for the weekend that includes the first Sunday in May *plus* exclusive use of the parking lots during the hours of the event and first right of refusal for additional facility rentals during the weekend. This exclusive use agreement would begin with the OC Marathon event to be held May 4–6, 2012.

We are requesting this five-year exclusive use contract for consideration of a minimum \$500,000 in revenue to the OCFEC plus reimbursable expenses over this period of time. The amount, as seen in the attached projections, may be much greater, but we are confident that with our projected growth of the marathon and related events as well as the introduction of other mutually beneficial events, the OC Marathon weekend will become one of the OCFEC's most profitable.

Gary Kutscher
OC Marathon



OCFEC Revenue Summary

Actual 2006 - 2011, Estimate 2012 - 2016

September 19, 2011

	2006*	2007*	2008*	2009	2010	2011	2012E	2013E	2014E	2015E	2016E
Marathon	505	683	628	1,628	1,883	2,229	2,350	2,700	2,900	3,150	3,300
Half Marathon	5,021	3,243	2,297	5,413	7,114	7,546	8,300	9,100	10,000	11,000	12,000
5K	987	1,937	2,048	1,291	1,750	1,829	2,000	2,200	2,450	2,650	2,950
Kids Run	722	987	1,530	898	1,960	2,963	4,000	4,500	5,000	5,500	6,000
TOTALS	7,235	6,850	6,503	9,230	12,707	14,567	16,650	18,500	20,350	22,300	24,250
% change	N/A	-5.3%	-5.1%	41.9%	37.7%	14.6%	14.3%	11.1%	10.0%	9.6%	8.7%
Cars-Shuttle #'s	60% of Full and Half @ 2 per car			2,100	2,700	2,930	3,225	3,540	3,870	4,250	4,590
Cars-5K & F.F.	80% of 5K @ 2 per car			515	700	730	800	880	980	1,060	1,180
Cars-Expo	80% of full, half & 5k @ 1.5 per car			4,450	5,730	6,000	6,800	7,460	8,200	8,960	9,730
Cars-KROC	80% of reg. @ 2 per car			360	785	1,185	1,600	1,800	2,000	2,200	2,400
Cars (Weekend) assumes Expo, KROC & Sun				7,425	9,130	10,845	12,425	13,600	15,150	16,470	17,900
Total Parking Revenue for next five years							86,975	95,200	106,050	115,290	125,300
OCFEC Revenue from Ovations				3,860	5,300	5,580	5,700	6,000	6,300	6,600	7,000
OCFEC Revenue from facility rental (Based on facilities used 2011. Could go higher)							25,000	25,000	25,000	25,000	25,000
Totals Per Year							117,675	126,200	137,350	146,890	157,300

Total Projected 5 Year Revenue, not including reimbursables. \$685,415

* Removed "Students Run LA" from totals

REVIEWED WTLAPPROVED 

DATE April 11, 2012

FAIRTIME

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The OC Marathon hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **May 2 - 7, 2012; May 1 - 6, 2013; April 30 - May 5, 2014;**
2. **April 29 - May 4, 2015; April 27 - May 2, 2016**
3. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

The OC Marathon

5. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$100,000.00 Minimum (\$52,351.00 by April 27, 2012)

6. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
9. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
10. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
11. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
12. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
13. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
14. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
15. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

The OC Marathon
4500 Campus Drive, Suite 570
Newport Beach, CA 92660

By _____

Title: Gary Kutscher, CEO

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Steve Beazley, CEO

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. **Renter will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.**
3. All buildings, tents, or enclosures erected under the term of Rental Agreement shall have the prior approval of Association and the local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privilege provided in the Rental Agreement, and that any and all exclusives granted Renter shall not include the Carnival and the Carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concession, a sign showing the prices to be charged for all articles offered for sale to the public under the Rental Agreement; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concession ready for business each day at least one hour before the Fair is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by Renter within or outside his space must be of such a nature and must be so operated, as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds use in connection with the space allotted to Renter, reasonable wear and tear and damage from cause d beyond Renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of Rentors, but Association shall not be responsible for loss or damage to the property of Renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature use din connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, no later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises s herein provided, unless permission in writing is first obtained. Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever, at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
14. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association, and unless he holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performance of the terms of this agreement.
18. "Contractor, by signing this contract, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5) (SAM Sec. 12127)."
19. Renter recognizes and understands that this rental my create a possessory interest subject to property taxation and that the Renter may b subject to the payment or property taxes levied on such interest.
20. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
21. The parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
22. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Memo for Fair Management: Hazardous Agreements. If this agreement provides for a hazardous activity, the current Form FE-13, Statement Regarding Insurance, must be attached to each copy and incorporated by reference in Paragraph 12 of page one.

Nondiscrimination Clause, Form 17A or Form 17b for agreements over \$5,000 must be attached to each copy and incorporated by reference in Paragraph 12 or page one.

EXHIBIT A

Event Information

Event Name:	The OC Marathon	Contract No:	R-018-12
Contact Person:	Gary Kutscher	Phone:	
Event Dates:	05/04/2012 - 05/06/2012	Hours: Expo:	Fri: 03:00 PM - 07:00 PM
	05/03/2013 - 05/05/2013		Sat: 09:00 AM - 06:00 PM
	05/02/2014 - 05/04/2014	Marathon:	Sun: 05:00 AM - 03:00 PM
	05/01/2015 - 05/03/2015		
	04/29/2016 - 05/01/2016	Projected Attendance:	10,000+

Vehicle Parking Fee: \$5.00 per vehicle for 2012 and subject to annually approved rates thereafter.

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>2012</u>
Wednesday			
Building 10 (Expo)	05/02/2012 06:00 AM - 11:00 PM	Move In	1,925.00
Thursday			
Building 10 (Expo)	05/03/2012 07:00 AM - 05:00 PM	Move In	1,925.00
Friday			
Building 10 (Expo)	05/04/2012 12:00 PM - 07:00 PM	Event	3,850.00
Park Plaza (Kids Run)	05/04/2012 12:00 PM - 07:00 PM	Move In	550.00
Crafters Village (Kids Run)	05/04/2012 12:00 PM - 07:00 PM	Move In	400.00
Saturday			
Building 10 (Expo)	05/05/2012 09:00 AM - 06:00 PM	Event	3,850.00
Crafters Village (Kids Run)	05/05/2012 09:00 AM - 06:00 PM	Event	800.00
Park Plaza (Kids Run)	05/05/2012 09:00 AM - 06:00 PM	Event	1,100.00
Sunday			
Streets (Marathon)	05/06/2012 05:00 AM - 03:00 PM	Event	1,000.00
Country Meadows (Marathon)	05/06/2012 06:00 AM - 11:59 PM	Event	1,500.00
Main Mall (Marathon)	05/06/2012 06:00 AM - 11:59 PM	Event	1,250.00
Monday	05/07/2012 06:00 AM - 11:59 PM	Move Out	No Charge

Move Out must be completed by 11:59 PM on Monday following the OC Marathon event or an additional charge of \$2,000 per day will be applied.

Total: 18,150.00*

This agreement provides for the exclusive use of District's parking lots, excluding EQC parking area, during the dates of this event.

Facility Rental Fees

All Facility Rental Fees for 2013 through 2016 are subject to change and shall be based upon the then applicable approved rates.

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 40	40.00 EA	18.00 EA	720.00
Electrical Usage Rate	Estimate Only	1.00 EA	5,000.00 EVT	5,000.00
Forklift	Estimate 13 Hours Credit (2011)	13.00 HR	75.00 HR	(975.00)
Forklift	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Green Barricade	Estimate 80	80.00 EA	15.00 EVT	1,200.00
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Picnic Table	Estimate 10	10.00 EA	15.00 EA	150.00
Portable Message Board	05/04/2012 - 05/06/2012	3.00 EA	75.00 EA/DAY	675.00
Building Public Address System	05/04/2012 - 05/05/2012	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift (<i>Electrical & Banners</i>)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Splitter Box	Estimate 10	10.00 EA	55.00 EVT	550.00
Sweeper	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Bleachers	TBD	TBD	250.00 EVT	TBD
Information Booth	Estimate 2	2.00 EA	150.00 EVT	300.00

(Does not include bottom banners)

Total: 9,870.00

EXHIBIT A

Event Information Reimbursable Personnel/Outside Services Fees

Event Operations

Set Up

Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	19.00 HR	304.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.00 HR	304.00
Electrician	Estimate 8 Hours	8.00 HR	45.00 HR	360.00

Event Days

Expo 3:00 PM - 7:00 PM

Grounds Attendant Lead	05/04/2012 01:00 PM - 07:00 PM	1.00 EA	30.00 HR	180.00
Grounds Attendant	05/04/2012 01:00 PM - 07:00 PM	2.00 EA	19.00 HR	228.00
Janitorial Attendant	05/04/2012 01:00 PM - 07:00 PM	3.00 EA	19.00 HR	342.00
Electrician	05/04/2012 01:00 PM - 07:00 PM	1.00 EA	45.00 HR	270.00

Expo & Kids Run 9:00 AM - 6:00PM

Grounds Attendant Lead	05/05/2012 07:00 AM - 06:00 PM	1.00 EA	30.00 HR	330.00
Grounds Attendant	05/05/2012 07:00 AM - 06:00 PM	2.00 EA	19.00 HR	418.00
Janitorial Attendant	05/05/2012 07:00 AM - 06:00 PM	7.00 EA	19.00 HR	1,463.00
Electrician	05/05/2012 07:00 AM - 06:00 PM	1.00 EA	45.00 HR	495.00

OC Marathon 5:30 AM - 3:00 PM

Grounds Attendant Lead	05/06/2012 04:30 AM - 03:00 PM	1.00 EA	30.00 HR	315.00
Grounds Attendant	05/06/2012 04:30 AM - 03:00 PM	3.00 EA	19.00 HR	598.50
Janitorial Lead	05/06/2012 04:30 AM - 03:00 PM	1.00 EA	30.00 HR	315.00
Janitorial Attendant	05/06/2012 04:30 AM - 03:00 PM	8.00 EA	19.00 HR	1,596.00
Electrician	05/06/2012 04:30 AM - 03:00 PM	1.00 EA	45.00 HR	472.50

Clean Up

Grounds Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Grounds Attendant	Estimate 16 Hours	16.00 HR	19.00 HR	304.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.00 HR	304.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

Event Sales & Services

Event Coordinator	05/04/2012 01:00 PM - 07:00 PM	1.00 EA	40.00 HR	240.00
Event Coordinator	05/05/2012 07:00 AM - 06:00 PM	1.00 EA	40.00 HR	440.00
Event Coordinator	05/06/2012 03:00 AM - 03:00 PM	1.00 EA	40.00 HR	480.00

Guest Relations

Security Attendant	05/02/2012 05:00 PM - 12:00 AM	1.00 EA	19.00 HR	133.00
Security Attendant - Overnight	05/02/2012 05:00 PM - 05/03/2012 08:00 AM	1.00 EA	19.00 HR	285.00
Security Attendant - Overnight	05/03/2012 05:00 PM - 05/04/2012 08:00 AM	2.00 EA	19.00 HR	570.00
Security Attendant - Overnight	05/03/2012 05:30 PM - 05/04/2012 08:30 AM	2.00 EA	19.00 HR	570.00
Security Attendant - Overnight	05/04/2012 05:00 PM - 05/05/2012 08:00 AM	2.00 EA	19.00 HR	570.00
Security Attendant - Overnight	05/04/2012 07:30 PM - 05/05/2012 08:00 AM	2.00 EA	19.00 HR	475.00
Security Lead	05/05/2012 08:00 AM - 01:00 PM	1.00 EA	30.00 HR	150.00
Security Attendant	05/05/2012 08:00 AM - 01:00 PM	8.00 EA	19.00 HR	760.00
Security Attendant - Overnight	05/05/2012 05:00 PM - 05/06/2012 08:00 AM	2.00 EA	19.00 HR	570.00
Security Lead	05/06/2012 05:00 AM - 03:00 PM	1.00 EA	30.00 HR	300.00
Security Attendant	05/06/2012 05:00 AM - 03:00 PM	12.00 EA	19.00 HR	2,280.00
Security Attendant	05/06/2012 05:00 AM - 09:00 AM	1.00 EA	19.00 HR	76.00

Parking

Set Up

Parking Attendant Lead	05/03/2012 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Parking Attendant	05/03/2012 07:00 AM - 05:00 PM	3.00 EA	19.00 HR	570.00
Parking Attendant Lead	05/05/2012 07:00 AM - 12:00 PM	2.00 EA	30.00 HR	300.00
Parking Attendant	05/05/2012 07:00 AM - 12:00 PM	3.00 EA	19.00 HR	285.00

EXHIBIT A

Event Information					
Parking Attendant Lead	05/06/2012 02:00 PM - 06:00 PM	1.00	EA	30.00 HR	120.00
Parking Attendant	05/06/2012 02:00 PM - 06:00 PM	3.00	EA	19.00 HR	228.00
Parking Attendant Lead (Course Set Up)	05/06/2012 07:00 AM - 05:00 PM	1.00	EA	30.00 HR	300.00
Technology					
Technology Attendant	Estimate 2 Hours	2.00	HR	35.00 HR	70.00
Total:					\$19,331.00

Summary

Facility Rental Fees for 2012	\$18,150.00
Estimated 2012 Equipment Fees and Reimbursable Personnel/Outside Services Fees	\$29,201.00
Refundable Deposit (applicable each year)	\$5,000.00
Grand Total:	\$52,351.00

Annual Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment – Facility Rental Fees	PAID	\$29,775.00
Second Payment – Estimated Equipment Fees & Reimbursable Personnel/Outside Services Fees	04/20/2012	\$11,288.00
Third Payment – Estimated Equipment Fees & Reimbursable Personnel/Outside Services Fees	04/27/2012	\$11,288.00

Payments for 2013-2016 event years to reflect annually approved Facility Rental Fees.

Please remit payment in *Cash or Check only*

ALL PAYMENTS ARE NON-REFUNDABLE**

The OC Fair & Event Center is excited to announce that it has adopted and started the implementation of a 10-year master plan for the fairgrounds property and its facilities. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure that you are aware of the details of these construction projects and how they may affect your event.

GUARANTEE:

The OC Marathon guarantees the OC Fair & Event Center (OCFEC) a minimum of \$100,000.00 in annual event revenues for each event year from 2012 through 2016 derived from Facility Rental Fees, Parking Sales and Food & Beverage (F&B) Commissions. Equipment Fees and Reimbursable Personnel/Outside Services Fees are not applicable to the calculation of this \$100,000.00 minimum guarantee.

SETTLEMENT:

OCFEC will prepare a detailed settlement summary comparing all actual reimbursable expenses to contracted expenses within 10 business days of the conclusion of the event. Any net amount due will be invoiced, and any net credit will be refunded. At the same time, a reconciliation of total event revenues (Facility Rental Fees, Parking Sales and F&B Commissions) will be completed, and any shortfall against the \$100,000.00 minimum guarantee will be invoiced and payable immediately upon receipt.

APPROVED BOOKING OF ADJOINING EVENT:

If OCFEC proposes booking of another compatible event to occur during the dates of this agreement, and the event is approved by the OC Marathon, then Parking Sales and Food & Beverage Commissions derived from the approved event will apply to the calculation of the \$100,000.00 minimum guarantee. Facility Rental Fees and Reimbursable Personnel/Outside Services Fees realized by OCFEC from the approved event will not apply to the calculation of the \$100,000.00 minimum guarantee.

AMENDMENTS:

Any changes to this agreement will be outlined in an amendment.

OC Marathon - Performance against 5 Year Estimated Revenue Presented in 2011

Revenue	2012	2013	2014	2015	2016	5 Years Projected
Parking - Estimated	\$86,975	\$95,200	\$106,050	\$115,290	\$125,300	\$528,815
Parking - Actual	85,775	100,665				
Ovations - Estimated	\$5,700	\$6,000	\$6,300	\$6,600	\$7,000	\$31,600
Ovations - Actual	24,787	8,577				
Facility - Estimated	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Facility - Actual	28,375	23,950				
Total Revenue - Estimated	\$117,675	\$126,200	\$137,350	\$146,890	\$157,300	\$685,415
Total Revenue - Actual	138,937	133,192				
Actual Better/(Worse) Estimated	21,262	6,992				



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2013 ITEM NUMBER: 9D

SUBJECT: Organizational Needs Assessment

DATE: September 20, 2013

FROM: Doug Lofstrom, Chief Executive Officer

PRESENTATION BY: Doug Lofstrom, Chief Executive Officer

RECOMMENDATION

For discussion and action as deemed appropriate.

BACKGROUND

The Organizational Needs Assessment Task Force, comprised of Chair Tkaczyk and Director Mouet, met with staff on Wednesday, Sept. 18. Task force members and staff will update the Board of Directors on the RFP process and concepts for the Scope of Work during the Sept. 25 meeting.



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2013 ITEM NUMBER: 9E

SUBJECT: Financial Monitoring Committee Update and Recommendations

DATE: September 20, 2013

FROM: Sharon Augenstein, Chief Financial Officer

PRESENTATION BY: Sharon Augenstein, Chief Financial Officer

RECOMMENDATION

For discussion and action as deemed appropriate.

BACKGROUND

The Financial Monitoring Committee, comprised of Director Jahangiri and Director Mouet, met on Monday, Sept. 16, 2013.

The following is a recap of the items discussed.

1. 2012 CDFA Audit Update

Staff reviewed the audit process and the three reportable conditions from the preliminary 2012 Audit Report.

2. Review of OC Register Article “OC Fair is strictly business”

Staff reviewed several of the items raised in the article and provided background information to the Committee.

3. 2014 Budget Process and Assumptions

Staff reviewed Policy 2.5 – Financial Planning & Budgeting; objectives of the annual budget; financial management structure; the 2014 budget schedule; the 2014 budget process and assumptions; pending studies/projects currently under evaluation; the forecasted 2014 beginning cash position and 2014 OC Fair pricing options.

4. Signing Authority

Staff reviewed Board Policy 2.3.5 with the Committee and provided a list of current vendors and payments that exceed the \$50,000 limit. Staff is proposing revised language that will insure full compliance with Board policy and permit the timely processing of invoices pertaining to routine business operations as required in Policy 2.3.3 which states “The CEO will not operate without settling payroll obligations and payables in a timely manner.”

Staff recommends the following revision to Policy 2.3.5 (in italics):

“The CEO may not execute a check or purchase commitment of greater than \$50,000, *unless such commitment has been authorized by the Board via the “Over \$50,000 Expenditure Budget Schedule” which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services. For expenses related to emergencies or construction change orders that exceed the \$50,000 limit, approval for such instances require dual approval of the CEO and Chair of the Board. In the absence of the Chair, the Vice Chair can approve such a request.* An exception exists for talent guarantees which are no greater than \$300,000. Splitting orders to avoid this limit is not acceptable.”

5. RFP Process

Staff reviewed the RFP process and identified several RFPs currently in development.



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2013 ITEM NUMBER: 9F

SUBJECT: Nossaman Document Request

DATE: September 20, 2013

FROM: Roger Grable, legal counsel

PRESENTATION BY: Roger Grable, legal counsel

RECOMMENDATION

For discussion and action as deemed appropriate.

BACKGROUND

At the request of the Board of Directors, Nossaman has provided documents on June 19, 2013 and Sept. 13, 2013 pertaining to their work on behalf of the OC FEC Board relevant to the proposed sale of the fairgrounds. These documents, together with other documents in the possession of the Association, are described by Nossaman as all of the paper and electronic records in Nossaman's possession pertaining to Nossaman's work relating to the sale of the fairgrounds undertaken pursuant to a subcontract with LSA, with the exception of emails to and from Dick Ackerman. The Ackerman emails were archived as a result of Mr. Ackerman's departure from the firm.

Correspondence dated Sept. 12, 2013 from Nossaman, states that they "are continuing our efforts to located relevant emails on our internal servers and will further supplement our production upon completion of these efforts."

We are continuing to follow up with Nossaman with respect to these records and will report the status of our efforts at the meeting on September 25, 2013.



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2013 ITEM NUMBER: 9G

SUBJECT: CEO Compensation

DATE: September 20, 2013

FROM: Roger Grable, legal counsel

PRESENTATION BY: Roger Grable, legal counsel

RECOMMENDATION

For discussion and action as deemed appropriate.

BACKGROUND

Roger Grable is researching this item and will provide a report.