



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

**NOTICE OF MEETING**  
32<sup>ND</sup> District Agricultural Association  
OCFEC Board of Directors  
**Thursday, November 21, 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

**32<sup>nd</sup> 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 32<sup>nd</sup> 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](http://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 October 24, 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: SA-259-13MA; SA-260-13CS; SA-261-13PS

B. Amendments: SA-13-11EM (Amend #3); SA-01-09TR (Amend #3)

C. Interagency Agreements: none.

D. Letters of Understanding: none.

- E. Rental Agreements: R-205-13; R-206-13; R-209-13; R-210-13; R-212-13; R-217-13; R-218-13; R-003-14; R-011-14; R-021-14; R-033-14; R-036-14
- F. Active Joint Powers Authority Agreements: none.

*-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. Tel-Phil Negotiating Team
- ii. Centennial Farm Foundation Liaison
- iii. Workers Memorial Task Force
- iv. Financial Monitoring Committee
- v. 2014 OC Fair City Liaison Committee
- vi. Operational Needs Assessment Task Force
- vii. Veteran's Memorial Task Force

### **B. Review and Approve Financial Terms and Conditions for Proposed Outdoor Market Place Agreement**

Action Item

### **C. Review and Approve 2014 OCFEC Operating Budget**

Action Item

### **D. Revise Article IV, Section 5, of the Bylaws of the 32<sup>nd</sup> District Agricultural Association Regarding Vacancies on the Board of Directors**

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.

## **11. BOARD OF DIRECTORS MATTERS OF INFORMATION**

## **12. NEXT BOARD MEETING: DECEMBER 19, 2013**

**13. ADJOURNMENT**

Respectfully submitted,  
OC Fair & Event Center

A handwritten signature in black ink, appearing to read "Doug Lofstrom". The signature is fluid and cursive, with a large loop at the end.

Doug Lofstrom  
Secretary-Treasurer  
Chief Executive Officer, OCFEC

Date of notice: 4:30 p.m. November 8, 2013



The following financial reports as of September 30, 2013 are enclosed for your reference.

#### Statement of Cash Flows

As of September 30, 2013, OCFEC's cash on hand is \$32,472,030, an increase of \$9,664,583 during 2013. Operating activities have resulted in a net cash inflow of \$11,943,081 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$2,278,498 to date.

#### Balance Sheet

Accounts Payable decreased since August but remains high due to Fair-related expenses not yet paid.

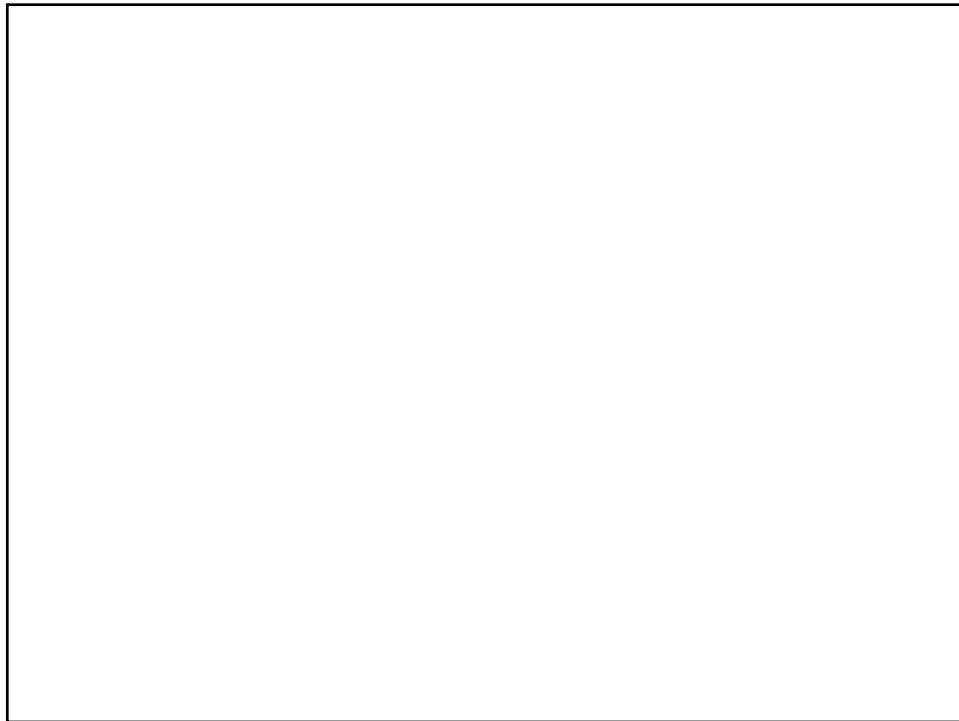
#### Income Statement

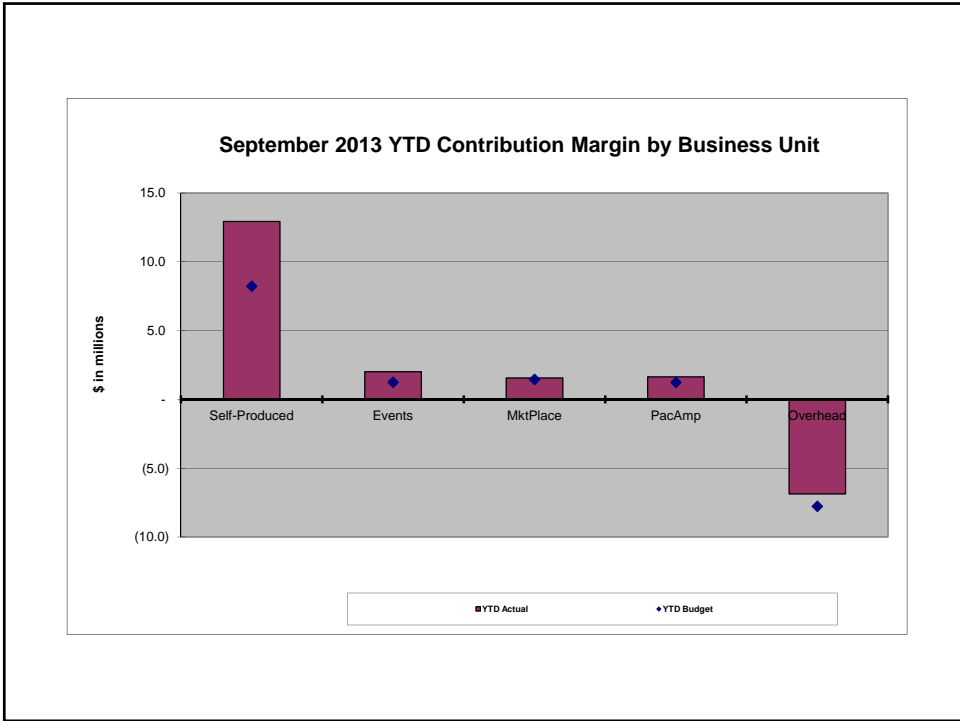
September 2013 year-to-date revenues exceed expenses by \$9,022,523, which is favorable to the budgeted net proceeds of \$2,158,066 by \$6,864,457. Excluding Major Projects, for which the entire 2013 budget of \$362K was loaded in January, net proceeds year-to-date are favorable to budget by \$7,226,457.

Total year-to-date revenues of \$35,553,308 are favorable to budget by \$5,482,812 primarily due to favorable performance of the Fair. Additionally, Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rentals and concessions) exceeds budget by \$492K and Event Services Rental of Facilities Revenue exceeds budget by \$223K.

Total year-to-date operating expenses of \$24,092,714 are favorable to budget by \$1,236,949. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$1.2M due primarily to unfilled positions and less than anticipated employee benefits expense. Insurance Expense exceeds budget by \$110K due to timing of payment versus budgeted as the OCFEC elected to make a lump sum payment and receive a 1% discount (\$6.9K) in July for General Liability and Workers' Comp insurance. Supplies and Equipment expense exceeds budget by \$360K primarily due to increases in production costs (sound and video) for the Pac Amp, Hangar and ASA. Variances to budget in the other major categories are primarily due to the timing of invoicing and payments as the organization closes out the 2013 OC Fair.

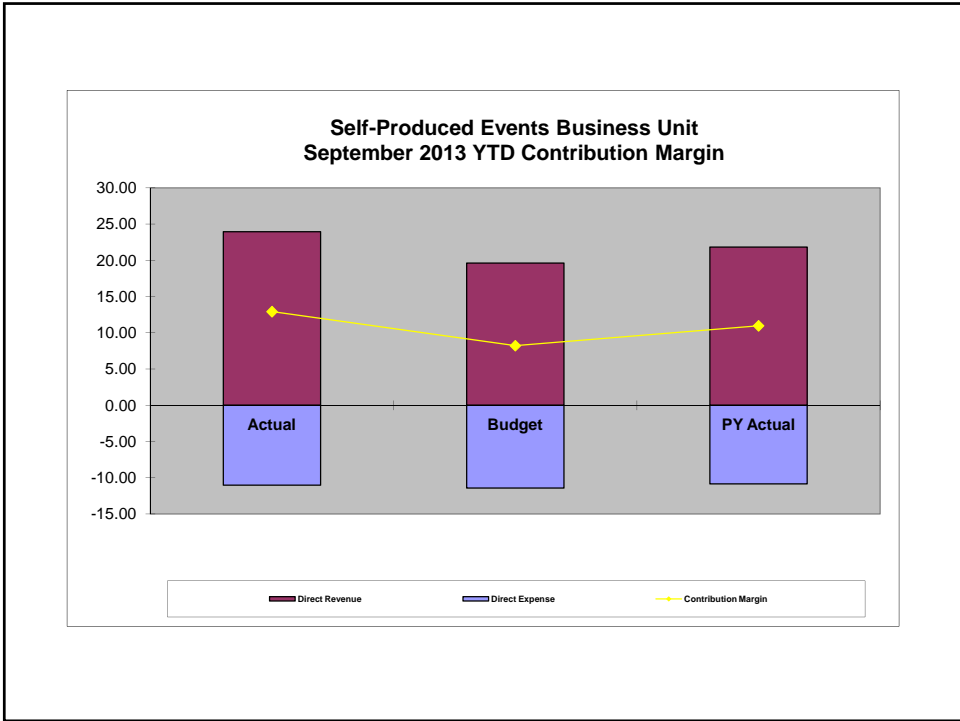
32<sup>nd</sup> DAA  
OC Fair & Event Center  
Year to Date  
Business Unit Financial Results  
As of September 30, 2013





**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of September, 2013**

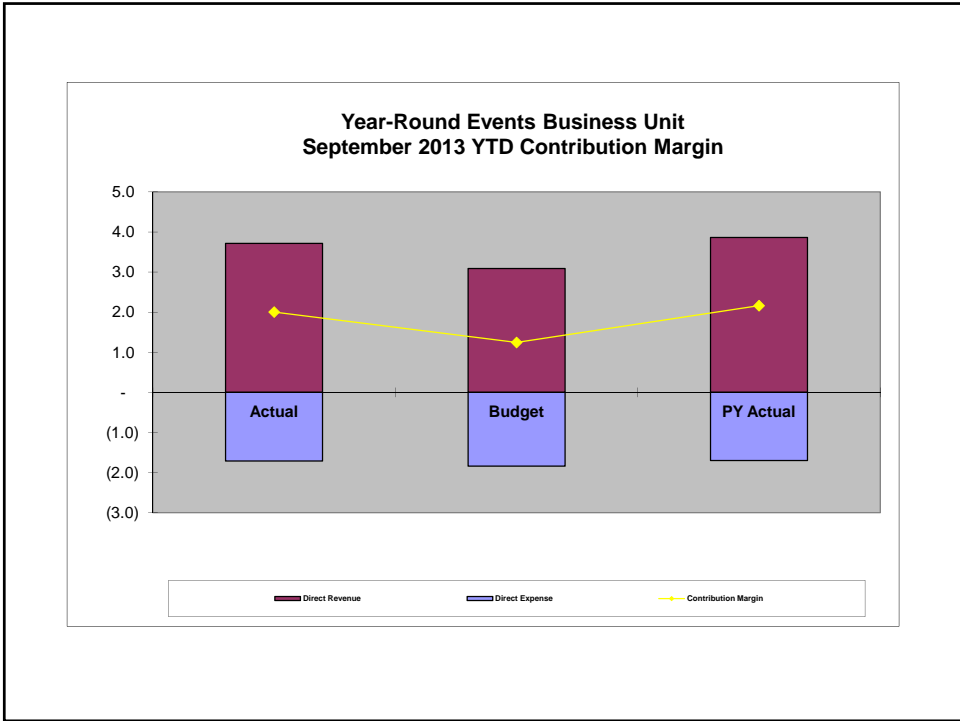
	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
<b>Contribution Margins:</b>				
Self-Produced Events Business Unit	12.9	8.2	11.0	7.8
Events Business Unit	2.0	1.2	2.2	1.4
MarketPlace Business Unit	1.5	1.4	1.3	2.0
Pacific Amphitheatre Business Unit	1.6	1.2	2.1	1.2
<b>Total Business Unit Contribution Margin</b>	<b>18.1</b>	<b>12.2</b>	<b>16.5</b>	<b>12.4</b>
Net Overhead Expense (Cash)	(6.9)	(7.8)	(6.0)	(10.0)
<b>Net Cash Provided (Used) Subtotal</b>	<b>11.2</b>	<b>4.4</b>	<b>10.5</b>	<b>2.4</b>
Capital Expenditures	(2.3)		(3.3)	(11.2)
Balance Sheet Changes	0.7		1.3	-
<b>Net Increase (Decrease) in Cash</b>	<b>9.6</b>	<b>4.4</b>	<b>8.5</b>	<b>(8.8)</b>



### Self-Produced Events Business Unit Contribution Margin Statement Year to Date as of September, 2013

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Admissions	\$7.6	\$6.8	\$7.3	\$6.8
Concessions	6.5	4.9	5.5	4.9
Carnival	3.3	2.3	3.5	2.3
Sponsorships	1.6	1.3	1.7	1.3
Commercial Space	1.5	1.4	1.4	1.4
Parking	2.5	2.3	1.7	2.3
Other Revenue	0.9	0.7	0.8	1.0
Total Direct Revenue	23.9	19.6	21.8	20.0
Payroll/Related	3.5	3.6	3.5	4.1
Outside Services	1.7	2.1	1.5	2.2
Marketing/Related	1.3	1.3	1.6	1.3
Supplies/Equipment/Rentals	2.1	1.9	1.9	2.0
Attractions	1.1	1.1	1.1	1.2
Other Expense	1.3	1.4	1.3	1.5
Total Direct Expense	11.0	11.4	10.9	12.2
Contribution to Overhead and CapEx	\$12.9	\$8.2	\$11.0	\$7.8

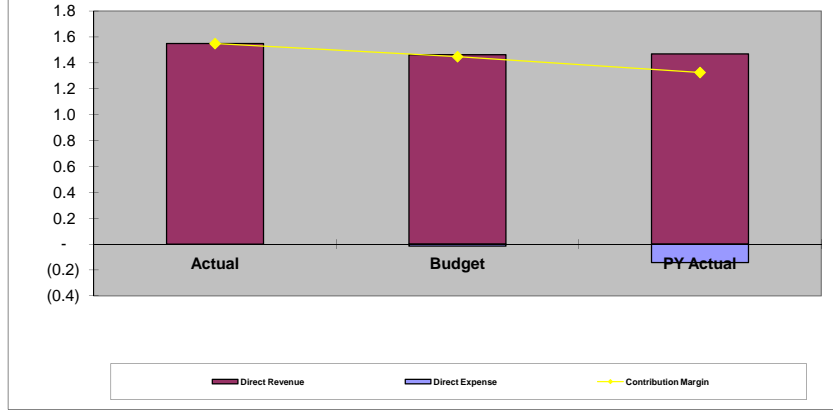




### Year-Round Events Business Unit Contribution Margin Statement Year to Date as of September, 2013

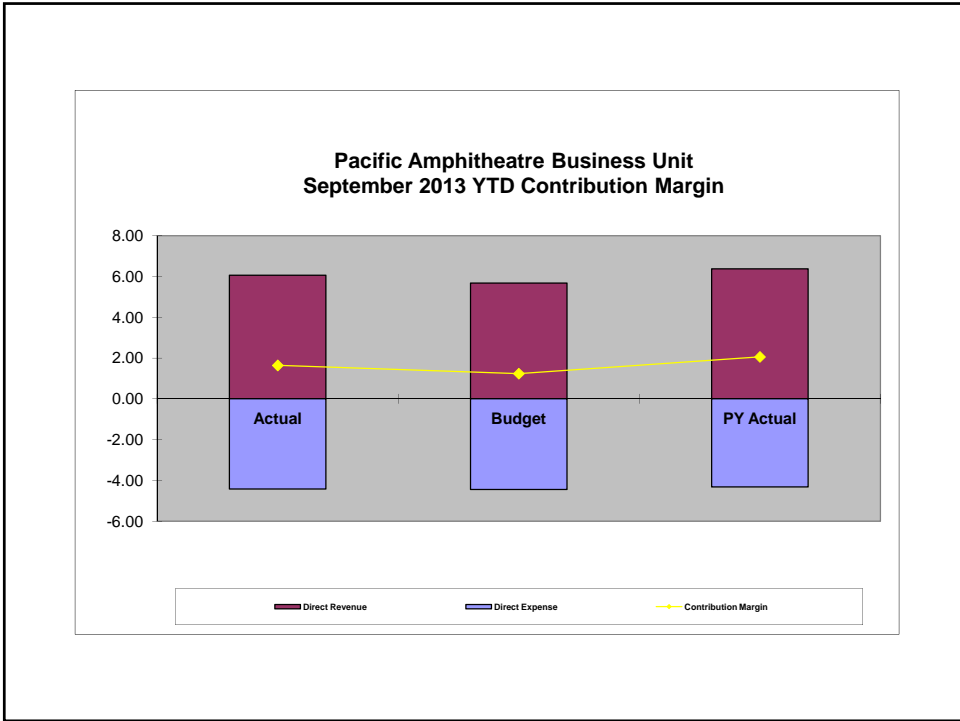
	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Rental of Facilities	\$0.8	\$0.7	\$0.9	\$1.0
Personnel Services	0.8	0.6	0.7	0.7
Concessions	0.6	0.5	0.7	0.6
Equipment Rentals	0.4	0.4	0.4	0.4
Admissions/Parking	0.9	0.9	1.2	1.0
Other Revenue	0.1	0.0	0.1	0.1
Total Direct Revenue	<u>3.7</u>	<u>3.1</u>	<u>3.9</u>	<u>3.8</u>
Payroll/Related	1.2	1.4	1.2	1.8
Outside Services	0.1	0.1	0.1	0.1
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.3	0.2	0.3	0.3
Marketing/Related	0.0	0.0	0.0	0.0
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	<u>1.7</u>	<u>1.8</u>	<u>1.7</u>	<u>2.4</u>
Contribution to Overhead and CapEx	<u>\$2.0</u>	<u>\$1.2</u>	<u>\$2.2</u>	<u>\$1.4</u>

**Market Place Business Unit  
September 2013 YTD Contribution Margin**



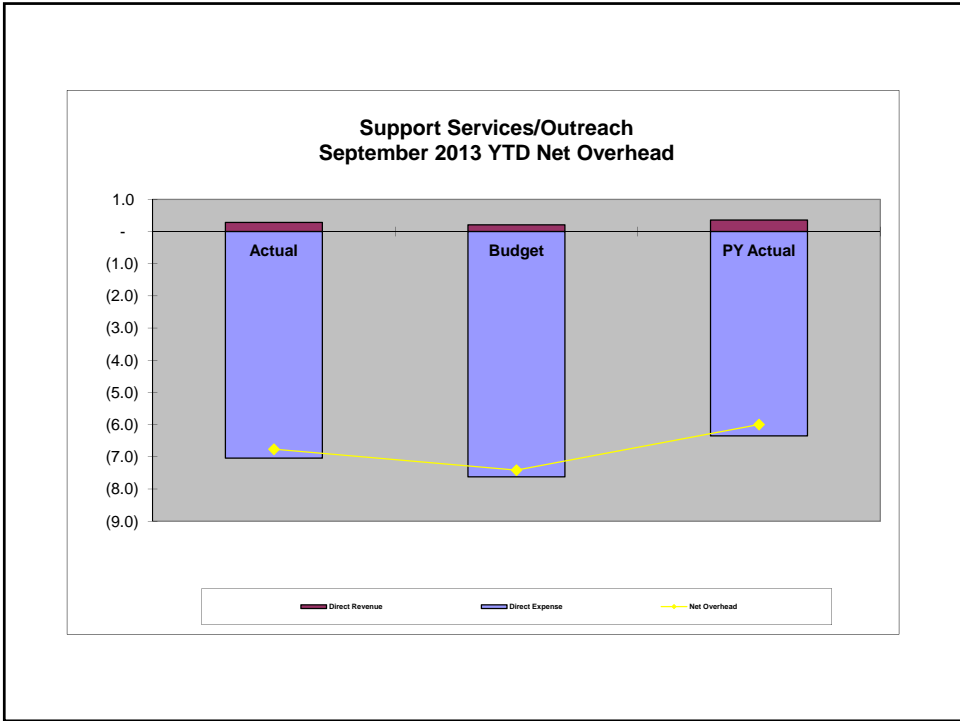
**Market Place Business Unit  
Contribution Margin Statement  
Year to Date as of September, 2013**

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Rental of Facilities	\$1.5	\$1.5	\$1.5	\$2.0
Other Revenue	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total Direct Revenue</b>	<b>\$1.5</b>	<b>\$1.5</b>	<b>\$1.5</b>	<b>\$2.0</b>
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.0	\$0.0	\$0.1	\$0.0
<b>Total Direct Expense</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.1</b>	<b>\$0.0</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$1.5</b>	<b>\$1.4</b>	<b>\$1.3</b>	<b>\$2.0</b>



### Pacific Amphitheatre Business Unit Contribution Margin Statement Year to Date as of September, 2013

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Ticket Sales	\$4.7	\$4.2	\$4.7	\$4.2
Facility Fee	0.8	0.7	0.8	0.7
Concessions	0.0	0.3	0.4	0.3
Parking	0.5	0.4	0.4	0.4
Sponsorship	0.1	0.1	0.1	0.1
Other Revenue	0.0	0.0	0.0	0.0
Total Direct Revenue	<u>6.1</u>	<u>5.7</u>	<u>6.4</u>	<u>5.7</u>
Performers' Fees	2.9	3.0	2.9	3.0
Outside Services	0.4	0.5	0.5	0.5
Marketing/Related	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.5	0.4	0.3	0.4
Payroll/Related	0.1	0.1	0.1	0.1
Other Expense	0.2	0.2	0.2	0.2
Total Direct Expense	<u>4.4</u>	<u>4.4</u>	<u>4.3</u>	<u>4.5</u>
Contribution to Overhead and CapEx	<u>\$1.6</u>	<u>\$1.2</u>	<u>\$2.1</u>	<u>\$1.2</u>



### Support Services/Outreach Business Unit Net Overhead Summary Year to Date as of September, 2013

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Interest	\$0.0	\$0.1	\$0.1	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.1	\$0.1	\$0.2	\$0.1
Total Revenue	\$0.3	\$0.2	\$0.4	\$0.3
Payroll/Related	\$4.2	\$5.1	\$3.9	\$6.7
Facility/Related	\$1.5	\$1.4	\$1.3	\$1.8
Supplies/Telephone/Postage	\$0.5	\$0.5	\$0.4	\$0.6
Outside Services	\$0.4	\$0.3	\$0.3	\$0.4
Insurance	\$0.2	\$0.1	\$0.2	\$0.2
Other Expense	\$0.2	\$0.2	\$0.2	\$0.2
Total Expense	\$7.0	\$7.6	\$6.4	\$9.9
Net Overhead	(\$6.8)	(\$7.4)	(\$6.0)	(\$9.6)
Non-Cash Expenses:				
Depreciation Expense	\$2.2	\$2.2	\$2.2	\$3.0
Total Non-Cash Expense	\$2.2	\$2.2	\$2.2	\$3.0

**Note: Includes education/outreach program expenditures of \$710k**

**32nd D A A - OC Fair & Event Center  
Income Statement (Unaudited)  
Year to Date as of September, 2013**

	2013 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2012 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2013 Budget
<b>Revenues</b>								
Admissions to Grounds	\$ 9,264,096	\$ 8,248,000	\$ 1,016,096	12.3%	\$ 8,950,271	\$ 313,825	3.5%	\$ 8,248,000
Commercial Space Rental Revenue	1,482,800	1,359,000	123,800	9.1%	1,360,465	122,336	9.0%	1,359,000
Carnival and Concessions Revenue	9,875,410	7,505,000	2,370,410	31.6%	9,272,848	602,562	6.5%	7,555,000
Exhibits Revenue	90,024	58,187	31,836	54.7%	95,524	(5,500)	-5.8%	58,250
Attractions Revenue	4,040,278	3,563,000	477,278	13.4%	4,095,657	(55,379)	-1.4%	3,867,000
Miscellaneous Revenue	5,031,329	4,356,200	675,129	15.5%	4,255,462	775,867	18.2%	4,370,700
<b>Total OCFEC-Produced Event Revenue</b>	<b>29,783,937</b>	<b>25,089,387</b>	<b>4,694,549</b>	<b>18.7%</b>	<b>28,030,227</b>	<b>1,753,710</b>	<b>6.3%</b>	<b>25,457,950</b>
Facility Rental Revenue	2,364,662	2,142,000	222,662	10.4%	2,329,142	35,520	1.5%	2,982,100
Other Event Revenue	3,032,493	2,540,106	492,387	19.4%	3,130,793	(98,300)	-3.1%	2,959,556
Equestrian Center Revenue	89,967	75,000	14,967	20.0%	77,003	12,965	16.8%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	123,747	132,453	(8,706)	-6.6%	111,955	11,792	10.5%	144,685
<b>Total Rental Revenue</b>	<b>5,610,869</b>	<b>4,889,559</b>	<b>721,311</b>	<b>14.8%</b>	<b>5,648,893</b>	<b>(38,024)</b>	<b>-0.7%</b>	<b>6,186,341</b>
Interest Earnings	48,841	53,050	(4,209)	-7.9%	52,935	(4,094)	-7.7%	70,500
Grants	59,957	37,500	22,457	59.9%	158,018	(98,062)	-62.1%	50,000
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	50,520	1,000	49,520	4952.0%	2,625	47,895	1824.6%	1,000
Prior Year Revenue	(816)	-	(816)	N/A	(2,249)	1,433	-63.7%	-
<b>Total Non-Operating Revenue</b>	<b>158,502</b>	<b>91,550</b>	<b>66,952</b>	<b>73.1%</b>	<b>211,330</b>	<b>(52,827)</b>	<b>-25.0%</b>	<b>121,500</b>
<b>Total Revenue</b>	<b>\$ 35,553,308</b>	<b>\$ 30,070,496</b>	<b>\$ 5,482,812</b>	<b>18.2%</b>	<b>\$ 33,890,449</b>	<b>\$ 1,662,859</b>	<b>4.9%</b>	<b>\$ 31,765,791</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 9,047,604	\$ 10,217,868	\$ 1,170,264	11.5%	\$ 8,739,705	\$ (307,899)	-3.5%	\$ 12,740,754
Professional Services Expense	2,650,477	2,934,730	284,253	9.7%	2,355,372	(295,106)	-12.5%	3,211,898
Directors Expense	17,155	10,000	(7,155)	-71.5%	10,303	(6,852)	-66.5%	12,250
Insurance Expense	246,540	136,462	(110,078)	-80.7%	162,561	(83,979)	-51.7%	223,762
Telephone & Postage Expense	117,292	118,795	1,503	1.3%	120,668	3,376	2.8%	151,743
Supplies and Equipment Expense	3,079,355	2,719,190	(360,165)	-13.2%	2,615,960	(463,395)	-17.7%	2,844,702
Facility and Related Expense	2,649,216	2,717,406	68,189	2.5%	2,592,705	(56,511)	-2.2%	3,172,451
Publicity & Related Expense	1,573,061	1,622,308	49,247	3.0%	1,888,780	315,719	16.7%	1,690,134
Attractions Expense	4,034,910	4,116,770	81,861	2.0%	4,015,147	(19,762)	-0.5%	4,189,570
Other Self-Prod Event Expense	271,431	270,290	(1,141)	-0.4%	270,290	(1,141)	-0.4%	274,790
Premium Expense	114,220	116,072	1,852	1.6%	115,470	1,250	1.1%	117,872
Other Operating Expense	291,453	349,773	58,320	16.7%	344,853	53,400	15.5%	379,189
<b>Total Operating Expense</b>	<b>24,092,714</b>	<b>25,329,664</b>	<b>1,236,949</b>	<b>4.9%</b>	<b>23,231,815</b>	<b>(860,900)</b>	<b>-3.7%</b>	<b>29,009,115</b>
Depreciation Expense	2,220,766	2,220,766	(0)	0.0%	2,185,334	(35,433)	-1.6%	2,961,022
Major Projects	109,154	362,000	252,846	69.8%	-	(109,154)	N/A	362,000
F&E Funded Expenditures	-	-	-	N/A	-	-	N/A	-
Loss on Sale of Asset	-	-	-	N/A	-	-	N/A	-
Debt Service	-	-	-	N/A	-	-	N/A	-
Prior Year Expense	108,151	-	(108,151)	N/A	133,215	25,064	N/A	-
<b>Total Non-Operating Expense</b>	<b>2,438,071</b>	<b>2,582,766</b>	<b>144,695</b>	<b>5.6%</b>	<b>2,318,549</b>	<b>(119,522)</b>	<b>-5.2%</b>	<b>3,323,022</b>
<b>Total Expense</b>	<b>\$ 26,530,785</b>	<b>\$ 27,912,430</b>	<b>\$ 1,381,645</b>	<b>10.5%</b>	<b>\$ 25,550,364</b>	<b>\$ (980,422)</b>	<b>-8.9%</b>	<b>\$ 32,332,137</b>
<b>Net Proceeds</b>	<b>\$ 9,022,523</b>	<b>\$ 2,158,066</b>	<b>\$ 6,864,457</b>	<b>318.1%</b>	<b>\$ 8,340,085</b>	<b>\$ 682,438</b>	<b>8.2%</b>	<b>\$ (566,346)</b>

**32nd D A A - OC Fair & Event Center  
Balance Sheet (Unaudited)  
September, 2013**

	2013	2012
<b>Assets</b>		
Cash	\$ (433,039)	\$ 110,231
Investments	32,905,069	25,987,732
Accounts Receivable	1,741,839	434,520
Reserve for Bad Debt	(50,565)	(29,755)
Prepaid Assets	-	-
<b>Current Assets</b>	<b>34,163,304</b>	<b>26,502,727</b>
Deferred Expenses	234	17,488
Capital Projects in Process	2,763,245	5,045,809
Land	133,553	133,553
Buildings and Improvements	35,023,585	32,576,102
Equipment	709,802	1,231,959
<b>Long Term Assets</b>	<b>38,630,421</b>	<b>39,004,911</b>
<b>Total Assets</b>	<b>\$ 72,793,725</b>	<b>\$ 65,507,637</b>
<b>Liabilities</b>		
Accounts Payable	\$ 2,261,283	\$ 1,585,627
Deferred Revenue	666,989	(96,192)
Other Payroll Deductions	269,873	369,565
Deposits	35,000	30,000
Other Liabilities	174	191
<b>Short Term Liabilities</b>	<b>3,233,320</b>	<b>1,889,191</b>
Compensated Absence Liability	1,017,638	1,017,254
Long Term Debt	-	-
<b>Long Term Liabilities</b>	<b>1,017,638</b>	<b>1,017,254</b>
<b>Total Liabilities</b>	<b>4,250,957</b>	<b>2,906,445</b>
<b>Resources</b>		
Investment in Capital Assets	38,677,430	38,987,423
Net Resources - Designated Use	728,958	742,012
Restricted Capital	-	250,000
Net Resources Available for Operations	20,086,628	14,256,147
Net Resources - Auction Fund	27,229	25,525
	59,520,244	54,261,107
Net Proceeds from Operations	9,022,523	8,340,085
<b>Total Resources</b>	<b>68,542,767</b>	<b>62,601,192</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 72,793,725</b>	<b>\$ 65,507,637</b>

**32nd DAA - OC Fair & Event Center  
Statement of Cash Flows (Unaudited)  
Year to Date thru Month-End September, 2013**

**Cash Flows from Operating Activities:** **YTD 2013**

<b>Net Proceeds</b>	<b>\$9,022,523</b>
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**Non-Cash Expenses:**

Depreciation Expense	2,220,766
Loss on Disposal of Assets	0

**Balance Sheet Activity:**

(Incr) Decr in Accounts Receivable	(777,990)
(Incr) Decr in Other Assets	24,228
Incr (Decr) in Accounts Payable	1,402,906
Incr (Decr) in Other Accrued Liabilities	50,648
Subtotal	699,792

**Net Cash Provided (Used) by  
Operating Activities**

**11,943,081**

**Cash Flows from Investing Activities:**

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(2,278,498)
	(2,278,498)

**Net Cash Provided (Used) by  
Investing Activities**

**(2,278,498)**

<b>Net Increase (Decrease) in Cash</b>	<b>\$9,664,583</b>
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Cash at Beginning of Year	22,807,447
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<b>Cash at End of Period</b>	<b>\$32,472,030</b>
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**32nd D A A - OC Fair & Event Center**  
**Capital Expenditures Spending (Unaudited)**  
**September, 2013**

<b>Description</b>	<b>2013 Budget</b>	<b>2013 Spent</b>	<b>2013 Remaining</b>
<b>Buildings and Improvements</b>			
Court Yard: Remodel	78,000.00	89,142.21	(11,142.21)
Main Line: Valve Repairs	0.00	4,226.53	(4,226.53)
Gate 1: Landscape Renovation	0.00	48,178.11	(48,178.11)
Gate 7: Remodel	0.00	8,350.00	(8,350.00)
Pac Amp Renovation	10,000,000.00	1,899,973.88	8,100,026.12
Box Office Tree Island Remodel	35,000.00	0.00	35,000.00
Cash Ops Facility Modification	25,000.00	763.87	24,236.13
Centennial Farm Steel Structure	8,000.00	0.00	8,000.00
ASA Sound Sytem	40,000.00	0.00	40,000.00
Interior Grounds Asphalt Seal	70,000.00	13,405.43	56,594.57
Lot B Slurry & Stripe	228,000.00	0.00	228,000.00
Lot C Slurry & Stripe	60,000.00	0.00	60,000.00
Lot F Seal & Stripe	28,000.00	0.00	28,000.00
Maint Yard Ladies Restroom Remodel	25,000.00	0.00	25,000.00
Pac Amp Signage Replacement	20,000.00	0.00	20,000.00
Santa Ana Pavilion Roof Replacement	170,000.00	132,987.66	37,012.34
IT/Creative Srvcs Office Remodel	60,000.00	0.00	60,000.00
<b>Total Buildings and Improvements</b>	<b>10,847,000.00</b>	<b>2,197,027.69</b>	<b>8,649,972.31</b>
<b>Carnival Improvements</b>			
Interior Grounds Asphalt Seal	100,000.00	0.00	100,000.00
Log G - Repair, Slurry & Stripe	90,000.00	0.00	90,000.00
Underground Infrastructure	30,000.00	12,497.07	17,502.93
<b>Total Carnival Improvements</b>	<b>220,000.00</b>	<b>12,497.07</b>	<b>207,502.93</b>
<b>Equipment</b>			
Bldg 10: Screen Curtains	10,000.00	0.00	10,000.00
Exhibit Equipment	50,000.00	58,354.49	(8,354.49)
Hand Washing Stations	11,000.00	10,619.56	380.44
Parking Ops Utility Truck	30,000.00	0.00	30,000.00
<b>Total Equipment</b>	<b>101,000.00</b>	<b>68,974.05</b>	<b>32,025.95</b>
<b>Total Capital Expenditures</b>	<b>11,168,000.00</b>	<b>2,278,498.81</b>	<b>8,889,501.19</b>
<b>Major Projects</b>			
ASA Repainting	160,000.00	0.00	160,000.00
Costa Mesa Bldg - Paint Interior	40,000.00	0.00	40,000.00
Court Yard Bldg - Fog Interior	10,000.00	598.88	9,401.12
Maint Yard - Paint Exterior	20,000.00	12,689.44	7,310.56
Pac Amp - Paint/Repair Gates & Walls	32,000.00	15,198.96	16,801.04
Pac Amp - Paint/Repair Superstructure	80,000.00	0.00	80,000.00
Santa Ana Pavilion - Paint Interior	20,000.00	0.00	20,000.00
Parking Study	0.00	49,654.00	(49,654.00)
Sales Dept Office Buildout	0.00	16,242.50	(16,242.50)
Bldg 12: South Fascia	0.00	14,770.00	(14,770.00)
<b>Total Major Projects</b>	<b>362,000.00</b>	<b>109,153.78</b>	<b>252,846.22</b>
<b>Total Capital Expenditures</b>	<b>11,530,000.00</b>	<b>2,387,652.59</b>	<b>9,142,347.41</b>



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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
73397	10/01/13	Australian Foods	2.22
73398	10/01/13	Backyard BBQ Village, Inc.	5.56
73399	10/01/13	Brander Enterprises, Inc.	16.61
73400	10/01/13	C&C Concessions	1.11
73401	10/01/13	Chicken Charlie's Enterprises, Inc.	43.34
73402	10/01/13	Chuckwagon Concessions	12.22
73403	10/01/13	D&D Country Fair Cinnamon Rolls	6.67
73404	10/01/13	Event Food Services	1.11
73405	10/01/13	Family A Fair	5.22
73406	10/01/13	Fruit Caboose	5.56
73407	10/01/13	Hot Dog On A Stick Faircompany	5.77
73408	10/01/13	Jackson Enterprises	6.66
73409	10/01/13	Jeanne's Candy Kitchen	1.12
73410	10/01/13	Mariscos J.L.Q. Concessions	2.23
73411	10/01/13	JP's Old West Cinnamon Rolls	5.55
73412	10/01/13	Juicy's Brett Enright	44.89
73413	10/01/13	L&L Concessions	5.55
73414	10/01/13	Jk Dots	1.11
73415	10/01/13	Lindsey Concessions	7.77
73416	10/01/13	Lori's Concessions	11.11
73417	10/01/13	Noel's Food Concession	2.22
73418	10/01/13	Papa Gino's Pizza	6.67
73419	10/01/13	Phd & Me	1.11
73420	10/01/13	Planet Popcorn	2.22
73421	10/01/13	Reno's Fish & Chips	1.11
73422	10/01/13	Revolutionary Service	22.23
73423	10/01/13	TC Dugan Enterprises	7.78
73424	10/01/13	Terri's Berries	3.34
73425	10/01/13	Toucan Enterprises	2.22
73426	10/02/13	All American Asphalt, Inc.	459.22
73427	10/02/13	ASCAP	6,743.97
73428	10/02/13	AT&T	37.36
73429	10/02/13	AT&T	4,547.06
73430	10/02/13	B & L Productions	548.91
73431	10/02/13	Blue Cross Of California	13,917.09
73432	10/02/13	Blue Shield Of California	36,504.53
73433	10/02/13	California Fair Services Authority	995.00
73434	10/02/13	Commercial Cleaning Systems, Inc.	357.50
73435	10/02/13	CR&A Custom, Inc.	4,732.60
73436	10/02/13	Cresta Verde Landscape Construction, Inc	600.00
73437	10/02/13	Cruisin For A Cure	50,000.00
73438	10/02/13	DeltaCare USA	741.01

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
73439	10/02/13	Delta Dental Plan Of California	4,547.58
73440	10/02/13	Diamond Environmental Services LP	4,874.77
73441	10/02/13	Edward Leon	450.00
73442	10/02/13	Fred Koenig	128.51
73443	10/02/13	Gem Faire, Inc.	137.85
73444	10/02/13	Khavarian Enterprises, Inc. dba Vision C	12,516.00
73445	10/02/13	Lopez Works, Inc.	78,224.50
73446	10/02/13	Mobile Modular Portable Storage	189.00
73447	10/02/13	Paul Schaner	130.00
73448	10/02/13	Red Wing Hatchery	99.05
73449	10/02/13	SEIU Local 1000 CA State Employees Asso.	1,615.82
73450	10/02/13	Ware Disposal, Inc.	3,408.83
E14054473	10/02/13	Public Employees Retirement System	106.54
E49354582	10/03/13	Pitney Bowes Inc.	3,000.00
EL2697829277	10/03/13	Paypal, Inc.	59.95
73451	10/08/13	Mesa Water District	17,583.55
73452	10/09/13	Voided	0.00
73453	10/09/13	American Express	14,277.44
73454	10/09/13	California Technology Agency	1,404.00
73455	10/09/13	California Fair Services Authority	1,590.30
73456	10/09/13	City of Costa Mesa	362,019.83
73457	10/09/13	Commercial Cleaning Systems, Inc.	4,695.63
73458	10/09/13	CR&A Custom, Inc.	5,155.32
73459	10/09/13	Eisel Enterprises, Inc.	334.80
73460	10/09/13	ESPN Starwave Partnership	4,302.25
73461	10/09/13	Hansen Concrete Design	4,990.00
73462	10/09/13	Heart Amalgamated, Inc. f/s/o Heart	11,982.56
73463	10/09/13	International Speedway, Inc.	4,850.00
73464	10/09/13	IUOE, Craft/Maint. Division	1,080.00
73465	10/09/13	John Lew	62.41
73466	10/09/13	Johanna C. Svensson	13.50
73467	10/09/13	Kaiser Permanente	29,735.76
73468	10/09/13	KIIS FM/AM	3,325.00
73469	10/09/13	Lisa Sexton	6,612.50
73470	10/09/13	Loomis Armored US, LLC	109.10
73471	10/09/13	Lopez Works, Inc.	76,715.50
73472	10/09/13	Marie Torres	92.75
73473	10/09/13	Orange County Treasurer-Tax Collector	17,924.94
73474	10/09/13	Orange County Register - Advertising	126.00
73475	10/09/13	Orange County Sheriff Levying Officer	422.67
73476	10/09/13	Pacific Symphony	153,419.86
73477	10/09/13	Penhall Company dba Penhall Rentals	857.96

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

Check No.	Date	Vendor Name	Amount
73478	10/09/13	Platinum Resource Group	1,633.13
73479	10/09/13	SanGar Builders, Inc.	2,225.00
73480	10/09/13	SEIU Local 1000 CA State Employees Asso.	1,719.26
73481	10/09/13	Quijote Corporation dba Sensis	18,302.50
73482	10/09/13	State Disbursement Unit	953.00
73483	10/09/13	The Gas Company	505.01
73484	10/09/13	Time Warner Cable Media Sales	5,618.50
73485	10/09/13	Transcend Creative Group	3,249.75
73486	10/09/13	Williams Scotsman, Inc.	1,096.21
73487	10/10/13	American Express	395.98
E20131009	10/10/13	Board Of Equalization	28,983.00
E7b1405b9b	10/10/13	California Fairs Financing Authority	190.00
E14054473	10/15/13	Public Employees Retirement System	93,807.24
E14059033	10/15/13	Public Employees Retirement System	4,278.07
E112873571	10/15/13	Ray Cammack Shows, Inc.	250,000.00
73488	10/16/13	Association of State CA Supervisors	72.00
73489	10/16/13	A & H Refrigeration, Inc.	4,600.00
73490	10/16/13	Alpha Scientific Corporation	1,475.00
73491	10/16/13	AT&T	8,355.45
73492	10/16/13	California Fairs Financing Authority	2,858.81
73493	10/16/13	Cision US, Inc.	1,809.99
73494	10/16/13	Classic Tents, Inc.	24.75
73495	10/16/13	Department of Food & Agriculture	37,000.00
73496	10/16/13	Eisel Enterprises, Inc.	758.16
73497	10/16/13	ESPN Starwave Partnership	656.32
73498	10/16/13	Fire Sprinkler Inspections, Inc.	950.00
73499	10/16/13	HMR Architects, Inc.	12,818.23
73500	10/16/13	Manatt, Phelps & Phillips, LLP	9,944.86
73501	10/16/13	Michael Buchanan	63.00
73502	10/16/13	Miriam Somoano, AIFD	312.50
73503	10/16/13	Newport Mesa Unified School District	119.94
73504	10/16/13	Orange County Sheriff Levying Officer	422.67
73505	10/16/13	Ovations FanFare, LP	4,482.68
73506	10/16/13	Pinnacle Landscape Company	4,457.00
73507	10/16/13	Pinnacle Petroleum, Inc.	2,160.50
73508	10/16/13	Platinum Resource Group	1,560.00
73509	10/16/13	Safeguard Health Plans	91.82
73510	10/16/13	Sound Media Fusion, LLC	4,500.00
73511	10/16/13	State Disbursement Unit	953.00
73512	10/16/13	Statewide Seating & Grandstands, Inc.	1,400.00
73513	10/16/13	Vision Star Media	2,912.00
73514	10/16/13	Costa Mesa Chamber Of Commerce	83.00

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
73515	10/16/13	Cruisin For A Cure	4,819.77
73516	10/16/13	nQativ Solutions	7,495.24
73517	10/16/13	Orange County Wine Society, Inc.	208.00
73518	10/16/13	Sand Sports Super Show	108,906.22
73519	10/24/13	Aquatic Service, Inc.	195.00
73520	10/24/13	AT&T	2,706.22
73521	10/24/13	Board Of Equalization	1,932.00
73522	10/24/13	California Fair Services Authority	10,874.71
73523	10/24/13	California Fair Services Authority	4,067.85
73524	10/24/13	Cision US, Inc.	1,809.99
73525	10/24/13	Commercial Cleaning Systems, Inc.	11,700.33
73526	10/24/13	Moor + South/Pier Management Company, LP	320.00
73527	10/24/13	GLM, LLC	1,399.00
73528	10/24/13	Haitbrink Asphalt Paving, Inc.	4,850.00
73529	10/24/13	International Interior Design Assoc	1,790.00
73530	10/24/13	Jerry Liu & Associates	1,850.00
73531	10/24/13	Kathlyn Keife	194.07
73532	10/24/13	Lisa Sexton	6,612.50
73533	10/24/13	Lopez Works, Inc.	36,188.50
73534	10/24/13	Michael A. DeVries	800.00
73535	10/24/13	Mobile Mini	83.35
73536	10/24/13	Newport Mesa Unified School District	937.00
73537	10/24/13	Voided	0.00
73538	10/24/13	Orange County Treasurer-Tax Collector	448,508.25
73539	10/24/13	Orange County Tax Collector	20,537.52
73540	10/24/13	Ovations FanFare, LP	44.55
73541	10/24/13	Pacific Clippings	59.00
73542	10/24/13	Platinum Resource Group	1,394.25
73543	10/24/13	Production Resource Group, Inc.	146,830.71
73544	10/24/13	Red Jewel, Inc.	1,281.00
73545	10/24/13	Ricoh Americas Corporation	2,493.12
73546	10/24/13	Roy Englebrecht Promotions	1,054.25
73547	10/24/13	Sand Sports Super Show	489.00
73548	10/24/13	SanGar Builders, Inc.	2,225.00
73549	10/24/13	Silverado Stages, Inc.	44,339.25
73550	10/24/13	Southern California Edison	147,371.59
73551	10/24/13	Statewide Seating & Grandstands, Inc.	2,000.00
73552	10/24/13	TalentWise	30.00
73553	10/24/13	Verizon Wireless	1,553.59
73554	10/24/13	Ware Disposal, Inc.	1,388.23
73555	10/24/13	BurrellesLuce	235.50
73556	10/24/13	Yale/Chase Equipment and Services, Inc.	27,981.44

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
73557	10/24/13	Nu Mountain Events, Inc	2,511.00
E3273608	10/25/13	ADP, Inc.	4,655.75
Efd342d3950	10/29/13	US Bank	69,928.63
73558	10/30/13	AT&T	100.00
73559	10/30/13	Backyard BBQ Village, Inc.	5,898.14
73560	10/30/13	California Fair Services Authority	9,371.74
73561	10/30/13	Classic Tents, Inc.	7,646.70
73562	10/30/13	Commercial Cleaning Systems, Inc.	3,217.50
73563	10/30/13	Department of Forestry & Fire Protection	4,900.00
73564	10/30/13	Department Of Human Resources	5,500.00
73565	10/30/13	Donna Diaz	100.14
73566	10/30/13	Fisher & Phillips, LLP	210.00
73567	10/30/13	Mesa Water District	16,440.25
73568	10/30/13	Michael Buchanan	65.00
73569	10/30/13	Murtaugh Meyer Nelson & Treglia, LLP	18,290.56
73570	10/30/13	Orange County Sheriff Levying Officer	361.95
73571	10/30/13	Red Wing Hatchery	189.15
73572	10/30/13	Quijote Corporation dba Sensis	8,395.00
73573	10/30/13	State Disbursement Unit	953.00
73574	10/30/13	Sugar Plum Festivals	1,891.00
73575	10/30/13	The Gas Company	1,372.97
73576	10/30/13	ThyssenKrupp Elevator Corporation	726.95
73577	10/30/13	Sound Media Fusion, LLC	6,750.00
<b>Total October 2013 AP Checks / Electronic Payments</b>			<b>2,700,426.32</b>

**OC Fair & Event Center  
Premium Checks  
October 2013**

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
33431	10/02/13	Pamo Oliphant	35.00
33432	10/16/13	Lucas Lara	50.00
<b>Total October 2013 Premium Checks</b>			<b>\$85.00</b>

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING  
HELD OCTOBER 24, 2013**

**1. CALL TO ORDER:**

Chair Tkaczyk called the meeting to order at 9:19 a.m.

**2. MISSION STATEMENT:**

Chair Tkaczyk recited the OCFEC Mission Statement.

**3. PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was recited by Director Mouet. Roll call taken by Jeff Willson.

**4. DIRECTORS PRESENT:**

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

**DIRECTORS ABSENT/EXCUSED:**

Director Ellis

**OTHERS PRESENT:**

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Larry Sasson; Jeff Willson, OCFEC; Michelle Cadwell, court reporter; Roger Grable; Gary Hardesty, OCFEC; Joan Hamill, OCFEC Director of Community Relations; Robin Wachner, OCFEC Director of Communications; Jerry Eldridge, OCFEC Director of Facilities; Gary Hardesty, OCFEC; Howard Sandler, OCFEC Director of Events; Jason Jacobsen, OCFEC Director of Production; Nick Buffa, OCFEC; Jennifer Muir, OCEA; Rich Pagel, OCC; Doug Bennett, OCC; Reggie Mundekis; Bradley Zint, Daily Pilot; Mike Robbins; Jeanine Robbins; Roy Englebrecht, Fight Club OC; Clint Eastman, CPMG; Beth Refakes; Debbie Cook; Jeff Teller, Tel-Phil Enterprises; Adela Generally, Ovations; Rick Hansen, Equestrian Services II; Chuck Dugan; Kevin Coy, OCWS; Norberto Santana, Voice of OC; Theresa Sears; Ryan Miller, Tel-Phil Enterprises; Donald Drozd, OCEA; Carina Franck-Pantone

**5. CEO'S OPERATIONAL UPDATE**

Sharon Augenstein, OCFEC CFO, presented the 2013 OC Fair financial results.

Chair Tkaczyk discussed the Board's desire to be more concise in the staff presentations.

Doug Lofstrom, OCFEC CEO, then announced the 2014 OC Fair dates:

July 11 through August 10.

Lofstrom then spoke about the upcoming Veterans Day event at OCFEC in conjunction with OCEA. Director Berardino recused himself from the discussion.

Carina Frank-Pantone spoke about the Veterans Day event, providing an overview of the event for the Board of Directors.

Bobby McDonald, OC Veteran's Advisory Council, also provided details regarding the Veterans Day event.

Director Mouet discussed the recent OC Register article regarding the Santa Ana Army Air Base.

Gary Hardesty then discussed the current delay pertaining to the retaining wall in the Pacific Amphitheatre Phase II project.

Director Berardino asked Mickey Totten whether this was a design problem or an operator problem. Totten answered that it was a design problem.

Director Berardino asked whether CFFA signed off on the original designs.

Chair Tkaczyk asked that Hardesty provide who signed off on the designs and when.

Hardesty then discussed CFFA's efforts to enforce EWSP.

Lofstrom discussed initial conversations with the contractor regarding full compliance with the EWSP.

Lofstrom then noted that the Nov. 7 budget study session will be noticed as a Financial Monitoring Committee meeting.

Chair Tkaczyk then moved to Item 9A.

## **9. GOVERNANCE PROCESS:**

### **A. Committee/Task Force/Liaison Reports** Information Item

Director Berardino, on behalf of the Workers Memorial Task Force, discussed the artists, Ricardo Mendoza and Josh Sarantitis, who will create the memorial and the legacy of migrant workers in Orange



County. He then complimented staff and the Board of Directors for their efforts regarding this project.

Michele Richards, OCFEC Business Development Officer, then recognized Richard Stein from Arts OC, Joan Hamill, OCFEC Director of Community Relations, Jason Jacobsen, OCFEC Director of Production, and Ricardo Mendoza. Richards then discussed elements of the memorial design.

Director Tucker asked whether the memorial was mobile as originally intended. Richards answered no, but staff will be developing a mobile exhibit.

Director Jahangiri noted that the scope of work changed due to budget concerns.

Director Berardino noted that the project was revised for budgetary and design issues plus that it could reach a larger audience through Centennial Farm school tours.

Director Mouet applauded the project and expressed his enthusiasm for introducing the exhibit as part of the Centennial Farm curriculum.

Lofstrom thanked Michele Richards for her leadership role in shepharding this project.

Lofstrom, on behalf of the Tel Phil Negotiating Team, noted that he would be meeting with Chair Tkaczyk and Director La Belle after the Board meeting and the three of them would be meeting with Jeff Teller on Nov. 25.

Lofstrom on behalf of the Operational Needs Assessment Task Force announced that the RFP was released and had attracted a good amount of attention.

Director La Belle thanked staff for their work on the RFP.

Vice Chair Aitken encouraged everyone to attend the Centennial Farm pancake breakfast on Oct. 26.

## **6. PUBLIC COMMENT**

Jeff Teller, Tel-Phil Enterprises, presented a programming update regarding upcoming events at the Orange County Market Place.

Beth Refakes asked if the Memorial Gardens building had been secured

and if any determination had been made for the permanent location.

Lofstrom stated that the building had been secured in its interim location and after discussions with Director Berardino, staff will be meeting to present ideas to the Veteran's Memorial Task Force.

Debbie Cook thanked staff for moving forward with the Migrant Workers memorial. She then asked that former members of OCFEC Foundation recuse themselves from the discussion of Item 9C.

Mickey Totten thanked the Board, the staff, the contractor and CFFA for working towards a safe job site.

**7. MINUTES:**

**A. Board Meeting held September 25, 2013**

Action Item

**ACTION:** Director La Belle motioned and Director Berardino seconded to review and approve the minutes from the Board meeting held September 25, 2013. **MOTION PASSED WITH DIRECTOR TUCKER ABSTAINING**

**8. CONSENT CALENDAR**

A. Standard Agreements: SA-257-13MA; SA-258-13WC

B. Amendments: SA-22-07TD

C. Interagency Agreements: none

D. Letters of Understanding: VOL-02-13

E. Rental Agreements: R-193-13; R-203-13; R-204-13; R-207-13;  
R-208-13; R-215-13

F. Active Joint Powers Authority Agreements: 03213034

**ACTION:** Director La Belle motioned and Vice Chair Aitken seconded to review and approve the Consent Calendar with Rental Agreement R-215-13 and JPA Agreement 03213034 for further discussion. **MOTION PASSED UNANIMOUSLY**

Director Berardino recused himself from discussion of R-215-13.

**ACTION:** Director La Belle motioned and Director Mouet seconded to review and approve Rental Agreement R-215-13. **MOTION PASSED WITH DIRECTOR BERARDINO RECUSING HIMSELF**

Chair Tkaczyk then moved to Item 9G.

**9. GOVERNANCE PROCESS (continued):**

**G. OCFEC / Orange Coast College Parking Structure**

Action Item

Lofstrom presented the staff report and recommendation.

Lofstrom then introduced Dr. Dennis Harkins, President of Orange Coast College; Dr. Rich Pagel, Vice President Orange Coast College; and Doug Bennett, Orange Coast College Executive Director, College Advancement, who discussed the parking structure proposal.

Dr. Harkins then discussed common heritage and goals between OCC and OCFEC.

Dr. Pagel then discussed OCC Master Plan ideas and the parking structure.

Director Mouet discussed the natural synergy but expressed concern about the potential for loss of off-site parking as the OCC Master Plan is implemented.

Vice Chair Aitken suggested OCC conduct a population study to see how their enrollment at OCC might increase.

Director La Belle agreed with Director Mouet and Vice Chair Aitken. He then suggested the formation of a JPA to manage how the structure would be built and operated.

Director Berardino stated that this project is a great opportunity and stressed the possibility of other joint projects with OCC in the future.

**ACTION:** Director Mouet motioned and Director Berardino seconded to authorize the CEO to serve as liaison for OCFEC as it relates to the development of proposed agreements between OCFEC and OCC for the development and use of a parking structure on Association property. CEO will coordinate efforts with appropriate State agencies and present DRAFT documents to Board for approval. **MOTION PASSED UNANIMOUSLY**

**B. Receipt and File of Independent Auditor's Report and Financial Statements for the Years Ended December 31, 2011 and 2012**  
Information Item

Lofstrom presented the staff report.

**C. Waiver of Attorney Client Privilege - District Attorney Request**  
Action Item

Roger Grable presented the staff report.

Director Tucker and Director Dodge recused themselves from the discussion.

Vice Chair Aitken asked if this waiver would be limited to conversations or included documents and whether it would be limited in scope to just the sale of the fairgrounds.

Grable stated that it would include all documents and would be limited to the sale of the fairgrounds.

Director Jahangiri agreed with the motion because it was time to put the matter to rest.

Director Berardino agreed with the motion since it is an opportunity to get to the truth.

Director La Belle expressed support for the motion in an attempt to move forward.

Theresa Sears agreed with the motion and discussed concerns regarding the proposed sale of the fairgrounds.

**ACTION:** Director Berardino motioned and Director La Belle seconded to waive attorney-client privilege of the Association with respect to matters involving the California Attorney General's representation of the Board during the period of the sale of the fairgrounds. **MOTION PASSED UNANIMOUSLY**

**D. 2014 OC Fair Pricing Initiatives**  
Information Item

Item removed from the agenda at the request of staff and will present any recommendations at a later meeting.

## **E. West End Facility Electrical Upgrade**

Action Item

Hardesty presented the staff report.

Director Berardino asked whether we could negotiate a lower Administration Fee with CFFA.

Director La Belle asked, despite the complexities of the project, why OCFEC needs CFFA on this project.

Director Jahangiri suggested approving this project due to time sensitivities but that OCFEC look for a second management firm for the next project.

**ACTION:** Director Berardino motioned and Director La Belle seconded to approve West End Facility Electrical Upgrade project and estimated budget, and LOU 03213034 with consideration regarding of the management fee and if not, staff to bring back alternatives to CFFA for project management for future projects. **MOTION PASSED UNANIMOUSLY**

## **F. SCE Energy Savings Lighting Upgrade**

Action Item

Jerry Eldridge, OCFEC Director of Facilities, presented the staff report.

**ACTION:** Director Berardino motioned and Vice Chair Aitken seconded to approve OCFEC's participation in the SCE On-Bill Financing Program. **MOTION PASSED UNANIMOUSLY**

## **H. Revise Article II, Section 4, of the Bylaws of the 32<sup>nd</sup> District Agricultural Association Regarding the Annual Meeting of the Board of Directors**

Action Item

Lofstrom presented the staff report

**ACTION:** Director Berardino motioned and Director La Belle seconded to adopt recommended revision to Article II, Section 4, of the Bylaws of the 32<sup>nd</sup> District Agricultural Association regarding the Annual meeting of the Board of Directors. **MOTION PASSED UNANIMOUSLY**

## **10. CLOSED SESSION**

No closed session

**11. BOARD OF DIRECTORS MATTERS OF INFORMATION**

Director La Belle noted that he would be attending the Nov. 7 study session and requested staff present some ideas regarding the 3.5 acres reclaimed with the reconfiguration of the berm.

Director Jahangiri stressed the need to move past the sale era and hoped that the District Attorney would conclude the matter one way or another.

Chair Tkaczyk thanked everyone for their patience during the meeting.

Director Tucker and Director Dodge thanked Chair Tkaczyk.

Director Berardino thanked staff.

**12. NEXT BOARD MEETING: THURSDAY, NOVEMBER 21, 2013**

**13. ADJOURNMENT**

Meeting adjourned at 11:39 p.m.

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Stanley F. Tkaczyk, Chair

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Doug Lofstrom, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-259-13MA	ThyssenKrupp Elevator Corporation	Preventative Elevator Maintenance at Pacific Amphitheatre	Year Round	12/01/13 - 11/30/14		\$4,999.00
SA-260-13CS	Moor + South/Pier Management Co. dba California Partnership Marketing Group (CPMG)	Corporate Sponsorship and Event Sales Services	Year Round/Fair	12/01/13 - 11/30/15		\$661,500.00
SA-261-13PS	Ricardo Mendoza and Josh Sarantitis	Agricultural Memorial Near Blue Gate	Year Round	11/01/13 - 06/30/14		\$90,000.00

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-13-11EM Amend #3	Lisa Sexton	Entertainment Marketing and Booking Services for Pacific Amphitheatre. Third year option renewal. Total contract increased to \$632,400.00.	Year Round/Fair	01/01/14 - 12/31/14		\$158,700.00
SA-01-09TR Amend #3	Classic Tents	Tenting, Drapery and Furniture Rentals. Extend length of contract to January 31, 2014. Total contract remains \$2,641,740.50.	Year Round/Fair	01/01/13 - 01/31/14		\$0.00

**Interagency Agreements**

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

**Letters of Understanding**

LOU #	DEMONSTRATOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT

**SHORT FORM CONTRACT****(For agreements up to \$9,999.99)**

STD. 210 (Revised 6/2003)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

CONTRACT NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

**SA-259-13MA**

REGISTRATION NUMBER

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.

**SUBMIT CHECK TO:**

**32<sup>nd</sup> District Agricultural Association**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**  
**Attn: Accounts Payable**

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED CERTIFICATE NUMBER \_\_\_\_\_  
 DVBE \_\_\_\_\_ %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**CONTRACTOR'S NAME, hereafter called the **Contractor**.**THYSSENKRUPP ELEVATOR CORPORATION**2. The agreement term is from 12/01/13 through 11/30/143. The maximum amount payable is \$ 4,999.00 pursuant to the following charges:Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ 4,999.00

4. Payment Terms (**Note: All payments are in arrears.**)  ONE TIME PAYMENT (*Lump sum*)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER \$ \_\_\_\_\_

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference.

 ADDITIONAL PAGES ATTACHED**CONTRACTOR AGREES:**

A. To provide preventative maintenance on the elevator at Pacific Amphitheatre.

B. To perform the services as found on the following page:

EXHIBITS (*Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.*) GTC\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language) Other Exhibits (*List*) **CCC-307 and Insurance Requirements attached hereto as part of this agreement.****In Witness Whereof, this agreement has been executed by the parties identified below:****STATE OF CALIFORNIA****CONTRACTOR**

AGENCY NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)

DATE SIGNED

CONTRACTOR'S NAME

**THYSSENKRUPP ELEVATOR CORPORATION**

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**Doug Lofstrom, Chief Executive Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Daniel Van Mil, Account Manager**

ADDRESS

**1601 S. Sunkist Street, Suite E, Anaheim, CA 92806  
Office: (714) 939-0888 Mobile: (714) 448-6422**

FUND TITLE

**Operating**

ITEM

**5230-20**

FISCAL YEAR

CHAPTER

STATUTE

OBJECT CODE

*I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.*

SIGNATURE OF ACCOUNTING OFFICER

DATE SIGNED





**CONTRACTOR AGREES (CONT.):**

Examine the elevator equipment for optimum operation.

1. Lubricate equipment for smooth and efficient performance.
  2. Adjust elevator parts and components to maximize performance and safe operation. Document all work performed on Maintenance Tasks and Records Logs provided with each controller.
  3. The examination, lubrication and adjustment will cover the following components of the elevator system:
    - Control and landing positioning systems;
    - Signal fixtures;
    - Machines, drives, motors, governors, sheaves and ropes;
    - Power units, pumps, valves and jack;
    - Car and hoistway door operating devices and door protection equipment;
    - Loadweighers, car frames and platforms, and counterweights; and
    - Safety mechanisms.
- C. To furnish repair work or services not included in standard maintenance, if required, on an hourly rate basis. Services such as vandalism, water damage, and/or misuse are considered unforeseen and are not covered in the quarterly maintenance fee. There is a two (2)-hour minimum for these types of services, with a Mechanic cost of THREE HUNDRED FIFTY SIX DOLLARS (\$356.00) per hour and Team Labor at FIVE HUNDRED SIXTY SEVEN DOLLARS (\$567.00) per hour.
- D. The mandatory annual relief test is not included in standard maintenance. The relief test shall be performed at an amount not to exceed EIGHT HUNDRED DOLLARS (\$800.00).
- E. To provide services based upon a quarterly fee of SEVEN HUNDRED TWENTY SIX DOLLARS AND NINETY FIVE CENTS (\$726.95). Quarters to begin December 2013, March 2014, June 2014 and September 2014.
- F. To submit invoices that reference the District's Purchase Order (PO) Number 44282.
- G. The District reserves the right to terminate any contract, at any time, by giving the Contractor 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 the contract.

**STATE AGREES:**

- A. To pay Contractor a quarterly sum of SEVEN HUNDRED TWENTY SIX DOLLARS AND NINETY FIVE CENTS (\$726.95) upon satisfactory completion of services herein required. The total amount of this contract shall not exceed FOUR THOUSAND NINE HUNDRED NINETY NINE DOLLARS (\$4,999.00).
- B. Payments shall be Net 30 upon receipt of proper invoice and at the conclusion of each billing quarter.
- C. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

**2. AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**3. ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**4. AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**8. INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

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

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

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

**2. LABOR CODE/WORKERS' COMPENSATION:**

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

##### A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

##### 1. List as the Additional Insured:

**"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."**

##### 2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

##### 3. Coverages:

##### a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

##### b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

##### c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

##### d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**e. Liquor Liability**

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

**4. Cancellation Notice:**

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

**5. Certificate Holder:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

**6. Insurance Company:**

The company providing insurance coverage must be acceptable to the California Department of Insurance.

**7. Insured:**

The contractor/renter must be specifically listed as the Insured.

OR

**B. CFSA Special Events Program:**

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

**C. Master Certificates:**

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

**D. Self-Insurance:**

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

**II. General Provisions**

**A. Maintenance of Coverage:**

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions:



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

(1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

**B. Primary Coverage:**

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

**C. Contractor's Responsibility:**

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

**D. Certified Copies of Policies:**

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**III. Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

AGREEMENT NUMBER <b>SA-260-13CS</b>
REGISTRATION NUMBER <b>1317130</b>

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**MOOR + SOUTH/PIER MANAGEMENT CO., LP dba CALIFORNIA PARTNERSHIP MARKETING GROUP**

2 The term of this Agreement is: **12/01/13** through **11/30/15** **FED ID: [REDACTED]**  
**with three (3) one-year options to renew at the sole discretion of the District.**

3. The maximum amount of this Agreement is: **\$661,500.00**  
**Not to exceed \$1,728,000.00 with inclusion of option years**

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 – **To provide corporate sponsorship and event sales services at the OC Fair & Event Center. See Page 2 for additional Scope of Work.** Page 1 – 7

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 8

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 9 – 12

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 13 – 16

Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 17 – 19

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>MOOR + SOUTH/PIER MANAGEMENT CO., LP dba CALIFORNIA PARTNERSHIP MARKETING GROUP</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Taylor Safford, Chief Executive Officer</b>		
ADDRESS <b>P.O. Box 193730, San Francisco, CA 94119-3730 (415) 705-5408</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Exempt per:



## EXHIBIT A – SCOPE OF WORK

To provide a corporate sponsorship acquisition and fulfillment, and new event sales program for the 32nd District Agricultural Association, OC Fair & Event Center, as follows:

1. Contractor shall report to the Chief Business Development Officer (CBDO) and be responsible for meeting overall organizational sales goals in the areas of Corporate Sponsorship, Premium Space Sales, Mobile Marketing Tours, Event Sales, and Group Ticket Sales.
  - a. Sponsorship shall be defined as arrangements where the sponsor intends to promote their product or service through branding. This shall include such means as signage, promotions, discounts, bounce-backs, tie-ins or naming rights.
  - b. Premium Space shall be defined as arrangements where commercial vendors are interested solely in real estate space in choice locations on the District property to sell or promote their product or service.
  - c. Mobile Marketing Tours shall be defined as arrangements where companies are interested in promoting their product or service through branding and/or sampling for a limited amount of time during the annual OC Fair event.
  - d. Event Sales shall be defined as, under the direction and approval of District staff, activities involved in sourcing and activating new promoters, show managers, etc. who intend to enter into a rental agreement with the District to hold their event at the District's property.
  - e. Group Ticket Sales shall be defined as activities involved in sourcing large corporate or community groups interested in purchasing 25 or more Fair Admission, Pacific Amphitheatre, Action Sports Arena, or Hangar tickets.
2. Contractor's duties shall include developing and maintaining a comprehensive sales program based on information and direction provided by the CBDO for the annual OC Fair, year-round events, and any other self-produced event that the District may add during the term of the contract.
3. Contractor shall receive direction and be accountable to the CBDO, and will work closely with other departments of the District, including Marketing, Creative Services, Communications, Entertainment, Events, Facilities, Finance, Community Relations, Business Services and others.

### **A. RESPONSIBILITIES**

1. Contractor shall be responsible for working with the CBDO to establish specific revenue targets for the year with the following assumptions:
  - a. Increase cash sponsorship revenue year-over-year;
  - b. Sell 100% of available premium space during the annual OC Fair event;
  - c. Increase revenue from mobile marketing tours year-over-year;
  - d. Increase the number of new year-round events, and
  - e. Establish a profitable Group Ticket Sales program for OC Fair/self-produced events.
2. Contractor shall be responsible for all activation and fulfillment of any and all contract entitlement provisions associated with acquired clients including signage installation, collateral material coordination, on-site displays, hospitality benefits, and facilities-related needs. Contractor shall coordinate contract entitlement provisions with appropriate members of District Management and staff. Only those entitlements pre-approved by District Management shall be given to clients.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

3. Contractor shall consult with CBDO to develop sales program elements, guidelines, policies, reports and materials.
4. Contractor shall be expected to have a full-time presence at the District offices and attend all appropriate meetings as requested by District staff. Work space will be provided by the District at the District’s discretion. At all times, at least one individual must be available who is in a supervisory capacity and able to interact with the CBDO on sales strategy, priorities and issues.

The below schedule may be used as a guideline to determine staff coverage:

<b>Timeframe</b>	<b>Staff Expectation</b>	<b>Days of Week</b>	<b>Hours</b>
Year-Round (Except Fair Time)	Sales staff must include at least one (1) full-time equivalent (FTE) on-site at District Administration office	Monday-Friday	40 hours per week, during normal business hours
Annual OC Fair (Fair Time)	Sales staff must include at least two (2) full-time equivalents (FTEs) available on-site to service sponsors, premium space clients, and mobile marketing tours	Monday-Sunday (or as determined by District staff)	Move-in/Set-up through move-out/tear-down and during all operating hours of the annual OC Fair  <b>Note: One (1) individual from 8:00pm to midnight is acceptable</b>
Year-Round (All Months)	Sales staff must be available on-call or present during event hours for any event sold by Contractor	All	As determined by the event

5. Contractor shall coordinate the invoicing and collection of all payments from sponsors with the District’s Accounting Department.
6. Contractor will provide a weekly report to the CBDO outlining sales activity and progress toward sales goals.
7. Contractor will disclose any financial interest in any existing and/or potential sponsor, premium space vendor, mobile marketing tour and/or event promoter to the District’s Chief Executive Officer (CEO) and CBDO.
8. Contractor shall be responsible for preparing deal points and working with District staff to execute agreements for sponsorship, premium space, and mobile marketing tours on District’s behalf, as well as work closely with District staff on the execution of rental agreements for new events. Contractor shall also be responsible for working closely with the Entertainment Department on group ticket sales. All sales efforts shall include obtaining prior approvals from the CBDO, and Director of Events or Director of Entertainment, as required, prior to submitting such agreements to the client, obtaining required documentation from clients and obtaining full execution, including fulfillment of insurance requirements, in a timely manner. This means that Contractor shall make every effort to submit a fully executed agreement no less than 60 days prior to the commencement of the contract term. Contractor will also make every effort to achieve full payment from the client prior to the start of the event. Contractor must notify the CBDO within two (2) business days after a scheduled client payment is not met.
9. Contractor shall work directly with the District’s Purchasing/Contracts Supervisor for adherence with all State of California public contracting regulations, processes and procedures. This shall include, but is not limited to:
  - a. Obtaining prior approval on all client contracts from CBDO as well as the District’s Purchasing/Contracts Supervisor, and



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- b. Submitting for approval by the CBDO, in memo form, those agreements having a term of over one (1) year, which shall be submitted to the OCFEC Board of Directors and the District’s Purchasing/Contracts Supervisor.
- 10. Contractor will provide an accurate account of the total number of admission tickets, concert tickets, and parking passes used for fulfilling client agreements, and/or business development purposes.
- 11. Contractor agrees that all work products, including, but not limited to, notes, designs, drawings, reports, memoranda and all other tangible personal property of whatever nature, produced in the performance of the contract, shall be the sole property of the District. Contractor shall provide said work products to the District upon request. Contractor may retain file copies of said materials.
- 12. Contractor shall perform all services required in a professional and timely manner.
- 13. Contractor understands and agrees to abide by all District guidelines and policies (both current and future), rules and regulations outlined in District’s Email and Internet Policy, Harassment Policy and Commercial Space and Concessions Program Rules and Regulations Handbook.
- 14. Contractor is prohibited from offering or accepting any gift or gratuity to or from any employee and/or officers of the 32<sup>nd</sup> District Agricultural Association, or any client, vendor or outside agency as employees and officers are not permitted to accept them under any circumstances.
- 15. Contractor understands and agrees that this will be a non-exclusive agreement. District may hire other Contractors for work of a similar or identical nature.

**B. BUDGET**

The annual budget goals begin at \$2.17M with growth of approximately three percent (3%) each year. There shall be a focus on converting trade to cash, such that the total trade component each year does not exceed 17% of the total sales goal.

<b>Contract Year</b>	<b>Total Sales Goal*</b>	<b>Not to Exceed Trade Sales Goal*</b>
2014	\$2,170,000 estimate	17% = \$370,000
2015	\$2,240,000 estimate	17% = \$380,000
2016	\$2,300,000 estimate	17% = \$390,000
2017	\$2,370,000 estimate	17% = \$400,000
2018	\$2,440,000 estimate	17% = \$415,000

\*The District reserves the right to modify goals based upon annual performance.





**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACTOR AGREES:**

1. To perform according to the Scope of Work contained herein and at the rates specified in this document.
2. The contracted amount will be based upon a not to exceed amount according to the following commission schedule:

<b>Sponsorship Sales</b>	
Cash from new sponsors, mobile marketing tours and premium space renters	15%
Cash from renewing sponsors, mobile marketing tours and premium space renters	8%
<b>Sponsorship Trade</b>	
Budget-relieving trade, both new and renewing	3%
<b>Incremental Cash</b>	
Incremental cash from renewing sponsors, mobile marketing tours and premium space renters	15%
<b>Event Sales</b>	
Cash from new events (rent only)	25%
Cash from first event renewal (rent only)	17%
Cash from subsequent event renewals (rent only)	8%
<b>Group Ticket Sales</b>	
Cash from new group ticket sales (25 or more tickets)	15%
Cash from renewing group ticket sales (25 or more tickets)	8%

3. Commission payments will be paid only upon District's receipt of client payments as follows:
  - a. Contractor shall receive commissions from client payments received by the District on a Net 30 basis and upon receipt of proper invoice and approval from the District.
  - b. Proper invoice shall include a listing of all sales efforts by category detailing the client, contract/renewal agreement number, event completion date, client payment date, allocation to business area, commission percentage and resulting commission due. Proof of client payment for each sale shall also accompany the invoice.
  - c. Contractor shall be paid on budget-relieving trade accounts as follows:
    - i. Contracts written as "until filled, completed or exhausted" shall be paid at the time the contract is signed and has received all necessary District required approvals.
    - ii. Contracts written on budget-relieving trade accounts which indicate a specific end date shall be paid when that end date is reached.
4. "New" is defined as a client sold by the sales agency with whom the District has not entered into an agreement within the prior calendar year.
5. "Renewing" is defined as an end-user client sold by the sales agency with which the District has had a signed agreement within the prior calendar year regardless of the event they partnered with, or the agency that represented the client.
6. "Budget-relieving trade" is defined as tangible goods or services, which would be used for District business, and are budget relieving.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

7. "Incremental cash" is defined as additional cash realized from a renewal above and beyond the cash earned the previous year.
8. The second and subsequent years of any multi-year client contract shall be considered a renewal and Contractor will be paid at the renewal commission rate.
9. Contractor shall be paid on multiple year contracts in amortized increments. For example, commission would be paid on a five (5) year sponsorship contract after District has received sponsor's payment each year. If Contractor's contract is terminated by either party prior to completion of sponsor's contract, all payments to Contractor shall terminate.
10. All business development-related expenses including mileage, meals, cell phone usage, etc., shall be the sole responsibility of the Contractor except when specifically pre-approved by the CBDO. Activities conducted on the fairgrounds with clients, including meals and tickets to events, shall be at the District's expense with prior approval from the CBDO. All out-of-town expenses must be pre-approved by the CBDO.
11. District Management will make every effort to negotiate fairly any commission issues that arise that are not detailed herein. District reserves the right to make the final decisions in any commission dispute not covered herein.
12. It is within the District's purview to restrict certain types of sponsorship agreements. These exclusions include, but are not limited to, the following: The District does not accept sponsorship agreements from tobacco or hard liquor companies. The District reserves the right to exclude sponsorship agreements from companies that represent categories not consistent with the OC Fair event product, or that may be considered offensive to OC Fair guests. The District does not allow sponsorship agreements for Title Sponsorship, Naming Sponsorship or Presenting Sponsorship of the annual OC Fair, or the OC Fair & Event Center property. The District reserves the right to amend these parameters at any given time at its sole discretion.
13. Proof of insurance, meeting the requirements of the State must be made available to the District within 15 days of contract execution. Failure to do so could result in the termination of said contract.
14. If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.
15. In accordance with District policy, all entities conducting business on District property will be required to conduct screening of each of that entity's employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on District premises. This screening must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening.
16. Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances.
17. The term of the Corporate Sponsorship Coordinator Services contract shall be from December 1, 2013 through November 30, 2015 with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.
18. The District's Request for Proposal (RFP) for Corporate Sponsorship and Event Sales Services, CS-02-13, dated September 17, 2013, is on file in the Office of the 32<sup>nd</sup> District Agricultural Association and the Division of Fairs and Expositions' Office in Sacramento, and is incorporated herein by reference and made a part of this agreement.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

19. The Contractor's proposal for Corporate Sponsorship and Event Sales Services dated October 11, 2013, is on file in the Office of the 32<sup>nd</sup> District Agricultural Association and the Division of Fairs and Expositions' Office in Sacramento, and is incorporated herein by reference and made part of this agreement.
20. The District reserves the right to terminate any contract at any time by giving the Contractor 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 the contract with the exception of commissions due upon the completion of fully executed sales agreements which the contractor sold. No payment shall be made without submission of a proper invoice.

**DISTRICT AGREES:**

1. The term of this contract is from December 1, 2013 – November 30, 2015, with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District. Contractor will be notified thirty (30) days prior to the start of an option year as to whether or not the option year will be exercised.
2. To pay the Contractor a total amount not to exceed ONE MILLION SEVEN HUNDRED TWENTY EIGHT THOUSAND DOLLARS (\$1,728,000.00) based upon the commission fee schedule in the contract.
3. Estimated price breakdown is as follows:

<b>Contract Year</b>	<b>Total Sales Goal</b>	<b>x</b>	<b>Highest Estimated Average Commission Fee</b>	<b>=</b>	<b>Total</b>
2014	\$2,170,000	x	15%	=	\$325,500
2015	\$2,240,000	x	15%	=	\$336,000
2016	\$2,300,000	x	15%	=	\$345,000
2017	\$2,370,000	x	15%	=	\$355,500
2018	\$2,440,000	x	15%	=	\$366,000
<b>Grand Total</b>				<b>=</b>	<b>\$1,728,000</b>

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: Sponsorship & Sales  
5490-30  
5490-41  
5490-72  
5490-87

**PAYMENT PROVISIONS:**

Payment will be made Net 30 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 44297. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

**2. AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**3. ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**4. AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**8. INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-





**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.) \

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

**2. LABOR CODE/WORKERS' COMPENSATION:**

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

##### A. Insurance Certificate:

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

##### 1. List as the Additional Insured:

**"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."**

##### 2. Dates:

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

##### 3. Coverages:

##### a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

##### b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

##### c. Workers' Compensation

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

##### d. Medical Malpractice

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

##### e. Liquor Liability

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**4. Cancellation Notice:**

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

**5. Certificate Holder:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

**6. Insurance Company:**

The company providing insurance coverage must be acceptable to the California Department of Insurance.

**7. Insured:**

The contractor/renter must be specifically listed as the Insured.

OR

**B. CFSA Special Events Program:**

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

**C. Master Certificates:**

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

**D. Self-Insurance:**

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

**II. General Provisions**

**A. Maintenance of Coverage:**

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**B. Primary Coverage:**

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

**C. Contractor's Responsibility:**

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

**D. Certified Copies of Policies:**

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**III. Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

AGREEMENT NUMBER <b>SA-261-13PS</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME  
**RICARDO MENDOZA AND JOSH SARANTITIS**

2 The term of this Agreement is: **11/01/13** through **06/30/14** FED ID: XXXXXXXXXX

3. The maximum amount of this Agreement is: **\$90,000.00**

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 – **To provide the Migrant Agriculture Workers’ Memorial at the OC Fair & Event Center. See Page 2 for additional Scope of Work.** Page 1 – 5

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 6

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 7 – 10

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 11 – 14



Exhibit - D\* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 15 – 17

Exhibit F – Artist Renderings of Awarded Design (Attached hereto as part of this agreement) Pages 18 – 23

*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
<b>RICARDO MENDOZA AND JOSH SARANTITIS</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Ricardo Mendoza and Josh Sarantitis</b>		
ADDRESS		
<b>Ricardo Mendoza</b> 506 Echandia Street, Los Angeles, CA 90033 (323) 717-5033 lumuria@sbcglobal.net	<b>Josh Sarantitis</b> Bldg. 131, Ste. 3S, Mailbox #158, New York, NY 11205	
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Exempt per:



### **EXHIBIT A – SCOPE OF WORK**

To provide the Migrant Agricultural Workers' Memorial titled "Table of Dignity" for the 32nd District Agricultural Association, OC Fair & Event Center ("District"). The awarded design shall incorporate the following proposed elements, or derivative thereof, subject to District approval.

1. The memorial structure shall be located in the park-like gateway inside of Blue Gate at 88 Fair Drive, Costa Mesa, CA 92626.
2. The memorial shall feature two (2) large-scale entry portals made of rammed earth, which is a structural wall system comprised of a densely compressed mixture of clay, sand, gravel and natural mineral soils compacted into thin layers within a sturdy form.
3. Ceramic planters designed to look like produce crates and glass shall be featured on the monument. Edible plants shall be incorporated within the vertical garden entry structure.
4. A central, oversized sculptural table shall be made from a singular tree slab and a large boulder, emerging from the ground within a field of raked sand.
5. A perimeter bench shall surround the central floor plan with large timber, creating a large seating area around the oversized table.
6. Wooden benches shall be engraved with agriculture-related poetry and/or quotes.
7. The figure of an agricultural worker shall be embedded into the structure's rammed earth material and located within the main portal entrance. The word "Justicia" or "Justice" shall accompany the figure.
8. All components within the structure shall be protected by the entry and privacy walls on either side.
9. Installation shall be completed by the end of June 2014.

### **CONTRACTOR AGREES:**

1. To create art work ("Work") as described herein following the policies and procedures of the District, its agents, representatives and employees.
2. To perform any and all services required to construct and install the Work in accordance with this agreement, and, at Contractor's own sole cost and expense, to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services to construct and install the Work.
3. To meet and work collaboratively with District staff on Schematic Designs, Shop Drawings and Construction Plans so that the Work will not require intensive and/or costly maintenance, or negatively affect and/or hinder the operations of the District.
4. To provide Schematic Designs, Shop Drawings and Construction Plans to the District for review and approval no later than January 15, 2014. These documents shall include, but are not limited to:
  - a. Scope of Work;
  - b. Timeline, including target dates for all deliverables, and construction milestones at and definitions of 25%, 50%, 75% and 100% completion;
  - c. Project specifications;
  - d. Detailed plans, exact dimensions, materials of the Work, and a reference of any regulatory agencies with project oversight;
  - e. List of the quantities and pricing of all materials to be used;
  - f. List of all licensed subcontractors to be used along with a copy of the agreement between Contractor and each Subcontractor;
  - g. Schematic Designs, Shop Drawings and Construction Plans will be subject to approval by the California Fairs Financing Authority (CFFA) and subject to inspections throughout all processes.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

5. To produce the Work within the scope of the approved Schematic Designs, Shop Drawings and Construction Plans. Any changes to the design, specifications and materials shall be mutually agreed upon by both the Contractor and the District.
6. The District reserves the right to request the use of alternate materials other than originally outlined in the proposed Budget and/or Awarded Design. At its sole discretion, the District may elect to bear a portion of the resultant cost increase should the District deem the change in materials to be significant.
7. To attend bi-weekly in-person meetings with designated District staff in order to review Work progress and project expenditures. Meeting schedule to be determined by District staff.
8. To provide all services within the budget provided by the District and as itemized by the Contractor below:

**Migrant Farm Worker Memorial Expense budget**

Rammed earth	25,000
Table	11,000
Boulder	3,000
Tree slab for benches	3,500
Heavy Deliveries/transpo	600
Lifting Equipment rentals 1-2 days	600
Hardware/ assemblies	3,500
Mill work (table)	1,300
Hardscape/ Landscape	5,900
Plants/ Soils	500
Mosaic, ceramic materials	3,000
Scissor lift rental 1 wk	600
Electrical	3,250
Structural Engineering	3,000
Admin	500
Fuel	250
Misl, Expendables	500
Benches	4,000
Text for Benches	2,000
Glass for Justicia and tree	500
Waterjet cut letters	500
Substrate for inlay of letters	1,000
Fabrication Contingency	4,000
Artist Design Fee	12,000
<b>Estimated Project Total</b>	<b>\$90,000</b>

**EXHIBIT A – SCOPE OF WORK (CONT.)**

9. To warrant and represent that the Work as described herein and the attached “Exhibit F – Artist Renderings of Awarded Design” is the original product of the Contractor, that it is an edition of one (1), and that the Contractor shall not sell or reproduce the Work, or allow others to do so, without the prior written consent of the District.
10. To insure the Work for loss, theft, or damage during construction, transportation and installation.
11. To furnish coverage and provide proof of insurance for any Subcontractors working on District property.
12. To fabricate and install the Work in substantial conformity with the design as described and detailed herein and the attached “Exhibit F – Artist Renderings of Awarded Design.” The Contractor may not deviate from, revise or modify the approved design without written approval in advance by the District.
13. To work onsite at the District at reasonable and mutually agreed upon days and times. Schedule to be determined in advance. Contractor understands that work is to be performed subject to the conditions and availability of District property. Contractor shall not impede District event operations.
14. Either Ricardo Mendoza or Josh Sarantitis shall be onsite to oversee any installation work performed by Subcontractors with the exception of finish work, which will not require onsite supervision by the Contractor.
15. To complete the Work by June 30, 2014.
16. To submit to the District upon completion of installation a detailed, written maintenance manual.
17. Contractor represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship.
18. Contractor shall work with District staff to ensure all work performed by Contractor and its Subcontractors follows District and OSHA safety standards.
19. Contractor shall guarantee for a period of ten (10) years from the date the Work is accepted by the District all materials and workmanship against defects whatsoever. The District acknowledges and agrees that the Contractor is not responsible for vandalism and normal wear and tear.
20. Contractor guarantees that no materials currently known to be harmful to public health and safety will be used.
21. Contractor shall provide a certified copy of a report from a licensed structural engineer indicating that the structure meets all current building and safety codes.
22. The District reserves the right to, without the payment of further compensation to the Contractor, reproduce the Work for any purposes.
23. Upon contract execution, delivery and acceptance of and payment for the Awarded Design and/or any derivative thereof, Contractor transfers any and all intellectual property, idea, vision and conceptual rights to the District. The District shall have the right to produce the work through completion should the Contractor be unable to fulfill the terms of this agreement for any reason whatsoever.
24. Any materials purchased and/or obtained for the purpose of the design, installation and/or completion of the Work, either located and/or maintained on District property or offsite, shall become the property of the District.
25. Upon contract execution, partial and/or full completion and approved installation, the Work and model thereof shall become the full property of the District. Contractor hereby waives, releases, and disclaims any rights, demands or claims as may arise at any time and under any circumstances against the District, its Board of Directors and officers, agents, employees, successors and assigns arising under the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code § 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. section 106A, California Civil Code section 987 et seq., or any other type of moral right protecting the integrity of works of art. Contractor acknowledges and agrees that the District, in its sole and exclusive discretion, may among other acts temporarily or permanently relocate, de-access, or destroy the Work. However, the District agrees that prior to any proposed destruction of the Work, Contractor shall be provided the right of first refusal to procure the Work.

**EXHIBIT A – SCOPE OF WORK (CONT.)**

26. Ricardo Mendoza is the Designated Contractor and shall receive all payments from the District.
27. The District reserves the right to terminate any contract, at any time, by giving the Contractor 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 the contract.

**DISTRICT AGREES:**

1. To provide appropriate, unprepared space on District grounds for installation of the Work by the Contractor.
2. To provide access to power, water and lighting.
3. To provide a security barrier (fencing) around the worksite.
4. To provide a location for the storage of small equipment.
5. District Staff will provide input and assistance on timelines and work schedules.
6. To review the Work at reasonable times, upon reasonable notice thereof, during the fabrication process. The District, if upon review of the Work determines that it does not conform to the approved Final Design, reserves the right to notify the Contractor in writing of the deficiencies and intends to withhold the next budget installment until rectification of the issue(s) and additional District approval.
7. To credit the Contractor when referencing the Work provided that all contract requirements herein are fulfilled.
8. Contractor is not liable for any damages caused by negligent acts or omissions of the District, or its employees or agents.
9. To pay the Designated Contractor, Ricardo Mendoza, a total sum not to exceed NINETY THOUSAND DOLLARS (\$90,000.00) upon satisfactory completion of work herein required.
10. The estimated price breakdown and payment installments are as follows:
  - a. 10% upon contract execution whereby District obtains all rights to Awarded Design = \$9,000.00
  - b. 15% upon delivery of Schematic Designs, Shop Drawings and Construction Plans = \$13,500.00
  - c. 20% upon no less than 25% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00
  - d. 20% upon no less than 50% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00
  - e. 20% upon no less than 75% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00
  - f. 15% upon 100% of project completion and receipt of written maintenance manual = \$13,500.00

-End Exhibit A-



**EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS**

**BUDGET DETAIL:**

District Account #: 1820-00-12B14

**PAYMENT PROVISIONS:**

Payments will be made according to the price breakdown and payment installments as found below, and at Net 30 based upon satisfactory completion of services herein required and receipt of proper invoice.

1. 10% upon contract execution whereby District obtains all rights to Awarded Design = \$9,000.00
2. 15% upon delivery of Schematic Designs, Shop Drawings and Construction Plans = \$13,500.00
3. 20% upon no less than 25% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00
4. 20% upon no less than 50% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00
5. 20% upon no less than 75% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00
6. 15% upon 100% project completion and receipt of written maintenance manual = \$13,500.00

Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

OC Fair & Event Center  
Attn: Accounts Payable  
88 Fair Drive  
Costa Mesa, CA 92626

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

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**1. APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

**2. AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**3. ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**4. AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**5. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32<sup>nd</sup> 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. DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

**7. TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

**8. INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been





**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.) \

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:**

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

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

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

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

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

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

**2. LABOR CODE/WORKERS' COMPENSATION:**

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other governmental entity.

-End Exhibit D-

**EXHIBIT E – INSURANCE REQUIREMENTS**

**California Fair Services Authority**

**I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

**A. Insurance Certificate:**

The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

**1. List as the Additional Insured:**

**"That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."**

**2. Dates:**

The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

**3. Coverages:**

**a. General Liability**

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

**b. Automobile Liability**

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

**c. Workers' Compensation**

Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

**d. Medical Malpractice**

Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

**e. Liquor Liability**

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**4. Cancellation Notice:**

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

**5. Certificate Holder:**

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

- 32<sup>nd</sup> District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

**6. Insurance Company:**

The company providing insurance coverage must be acceptable to the California Department of Insurance.

**7. Insured:**

The contractor/renter must be specifically listed as the Insured.

OR

**B. CFSA Special Events Program:**

The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

**C. Master Certificates:**

A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

**D. Self-Insurance:**

The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

**II. General Provisions**

**A. Maintenance of Coverage:**

The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.



**EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**B. Primary Coverage:**

The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

**C. Contractor's Responsibility:**

Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

**D. Certified Copies of Policies:**

Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

**III. Participant Waivers**

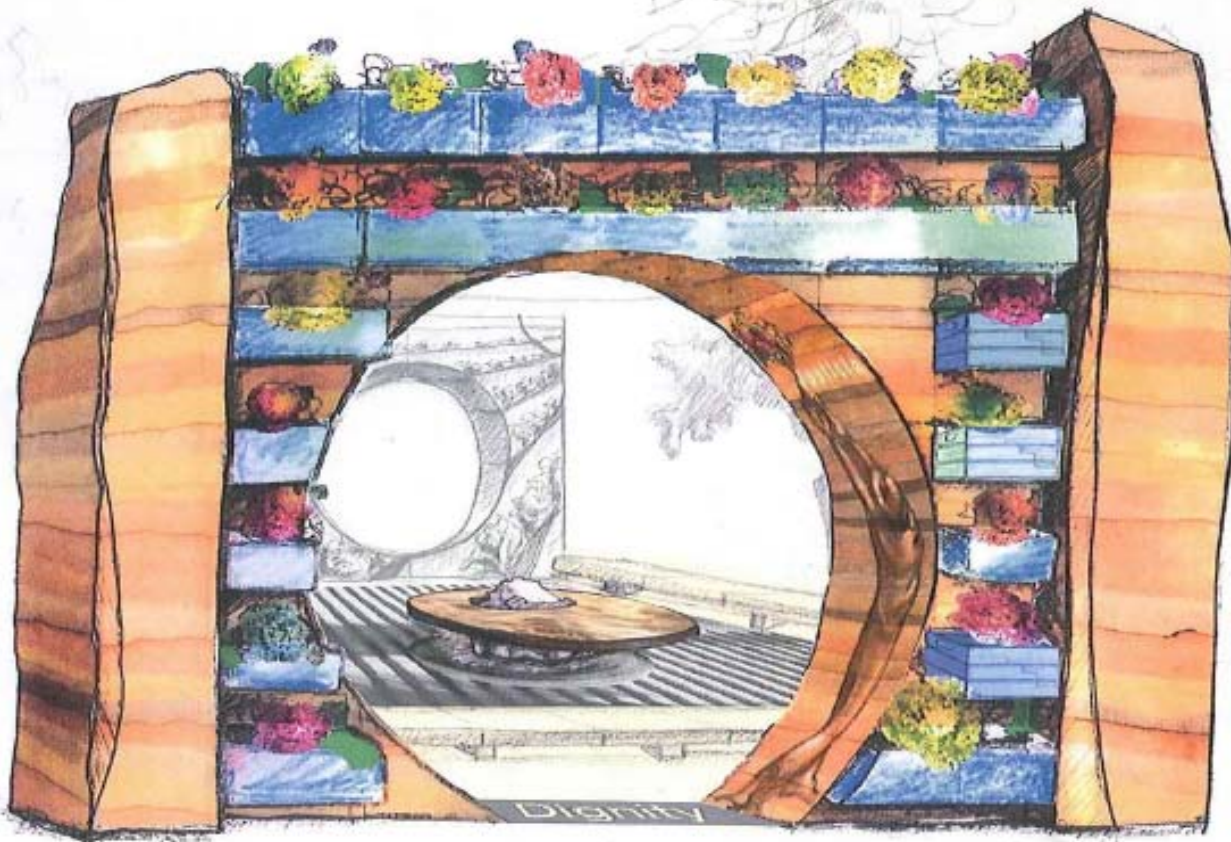
For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-



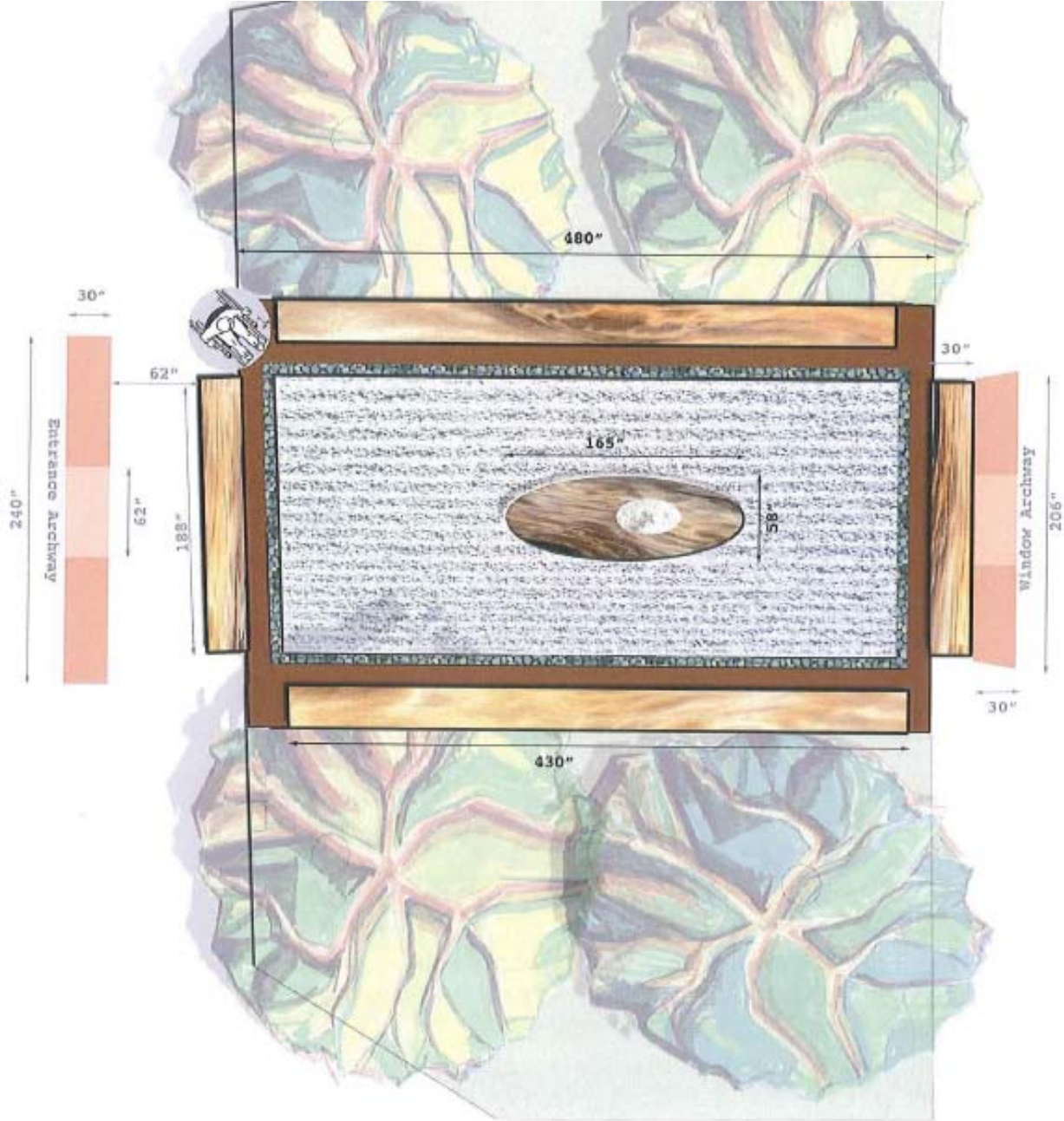
EXHIBIT F – ARTIST RENDERINGS OF AWARDED DESIGN

A. Front View



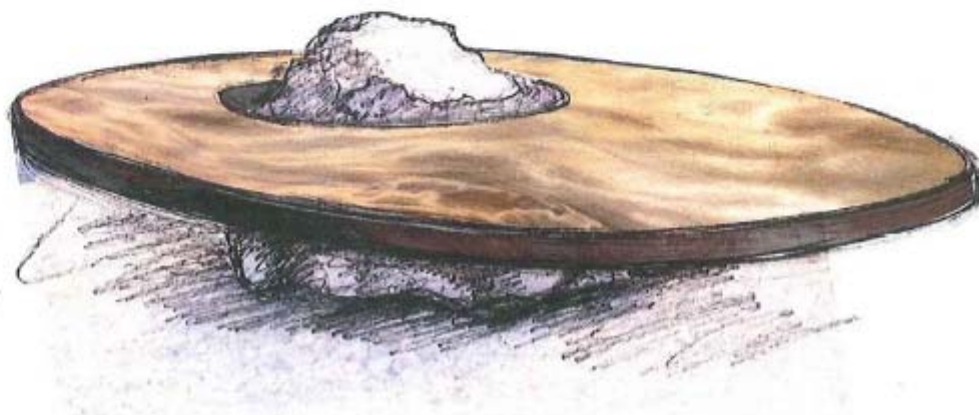
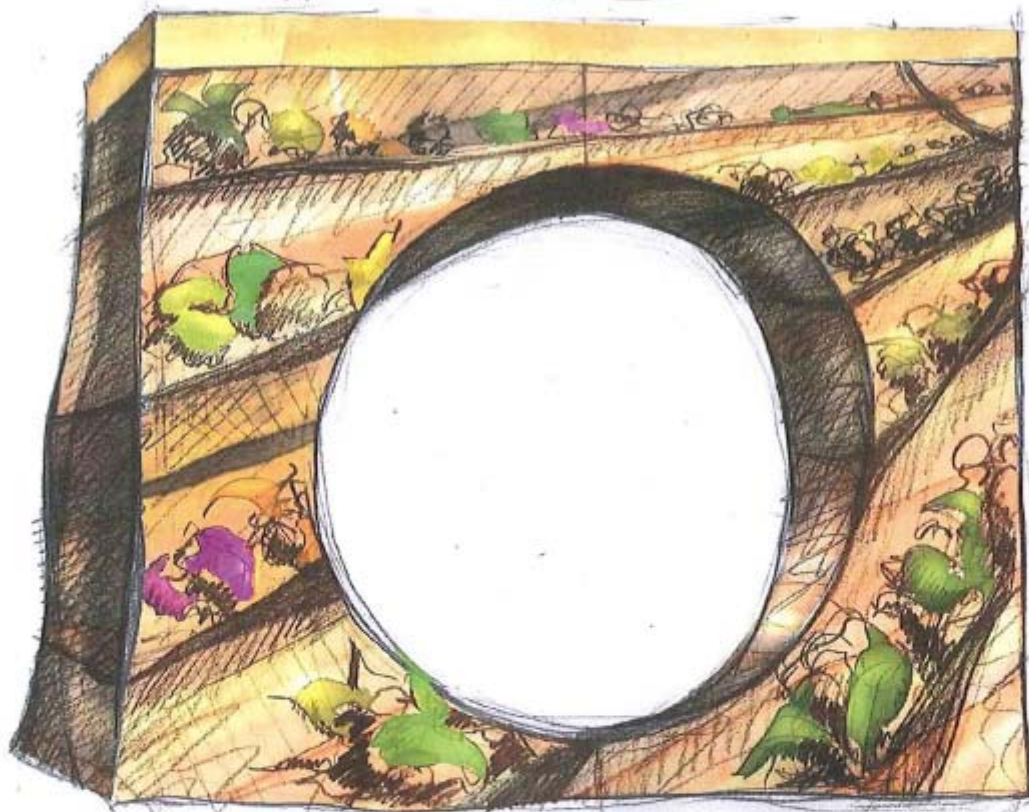
**EXHIBIT F – ARTIST RENDERINGS OF AWARDED DESIGN (CONT.)**

B. Overhead View



**EXHIBIT F – ARTIST RENDERINGS OF AWARDED DESIGN (CONT.)**

C. Table and North Wall



**EXHIBIT F – ARTIST RENDERINGS OF AWARDED DESIGN (CONT.)**

D. Justicia (Justice), South Wall, Interior

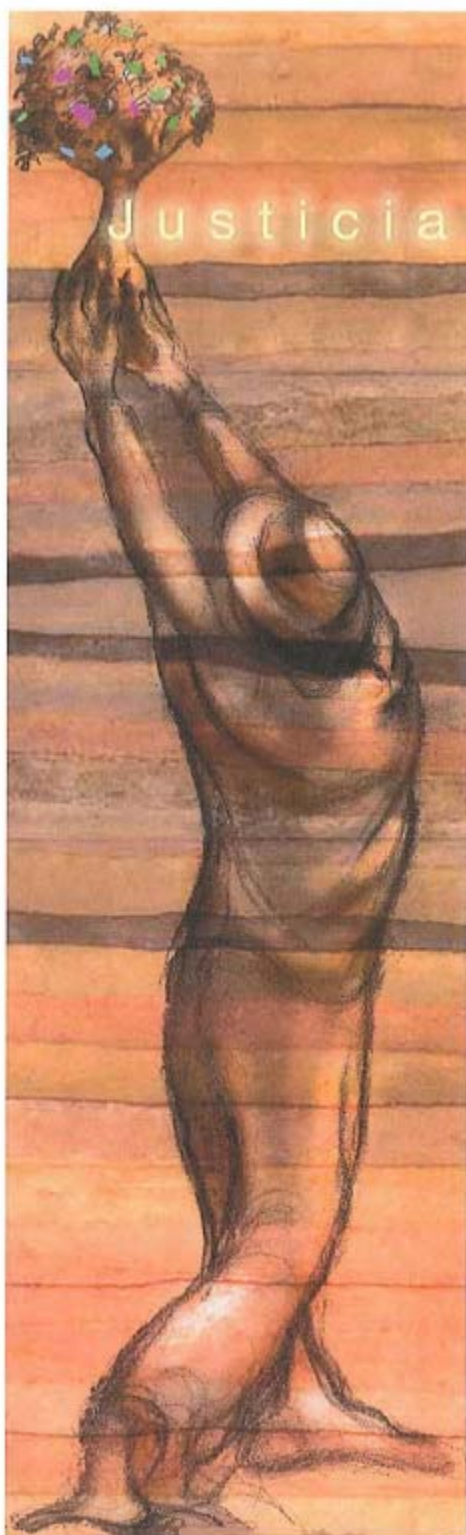
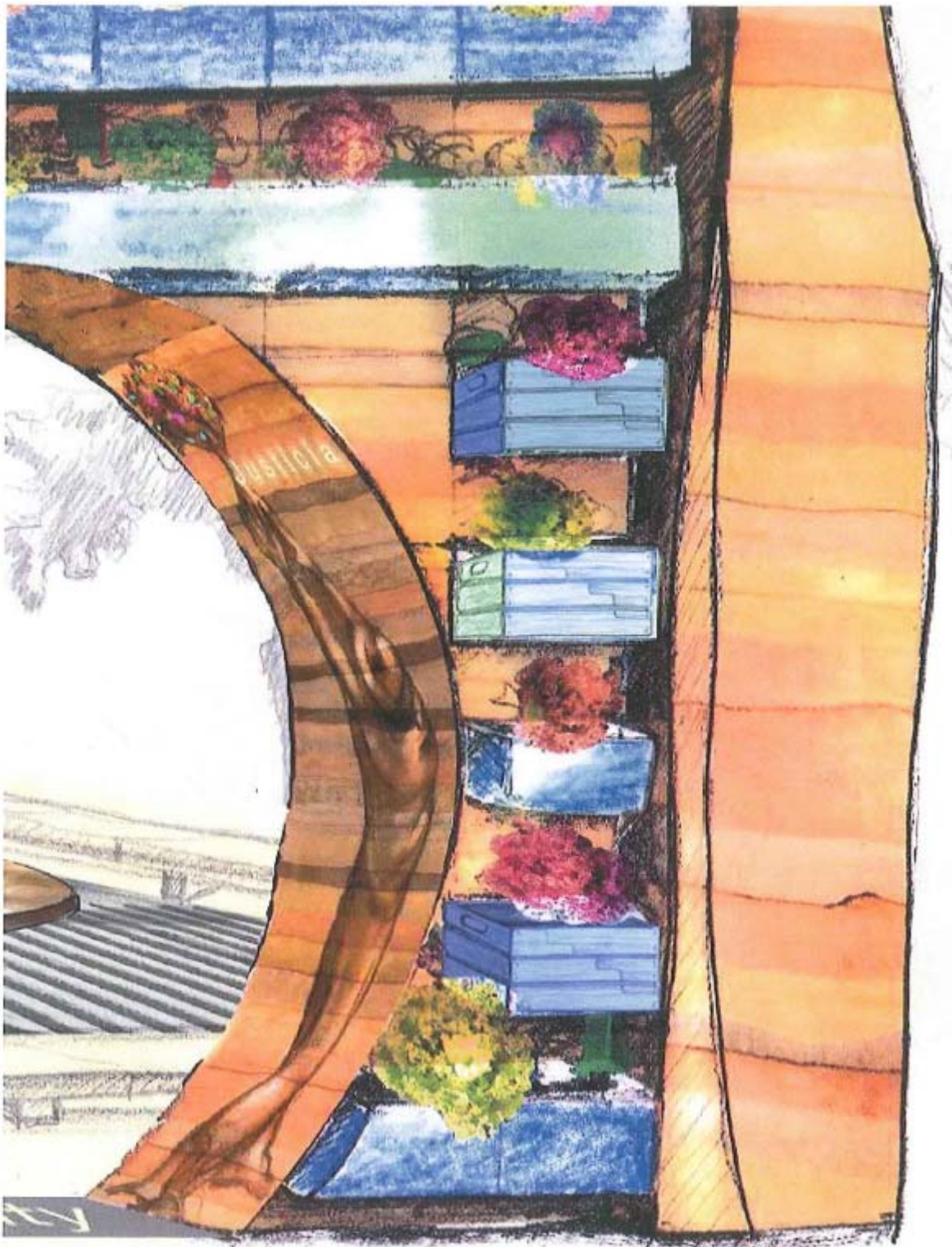


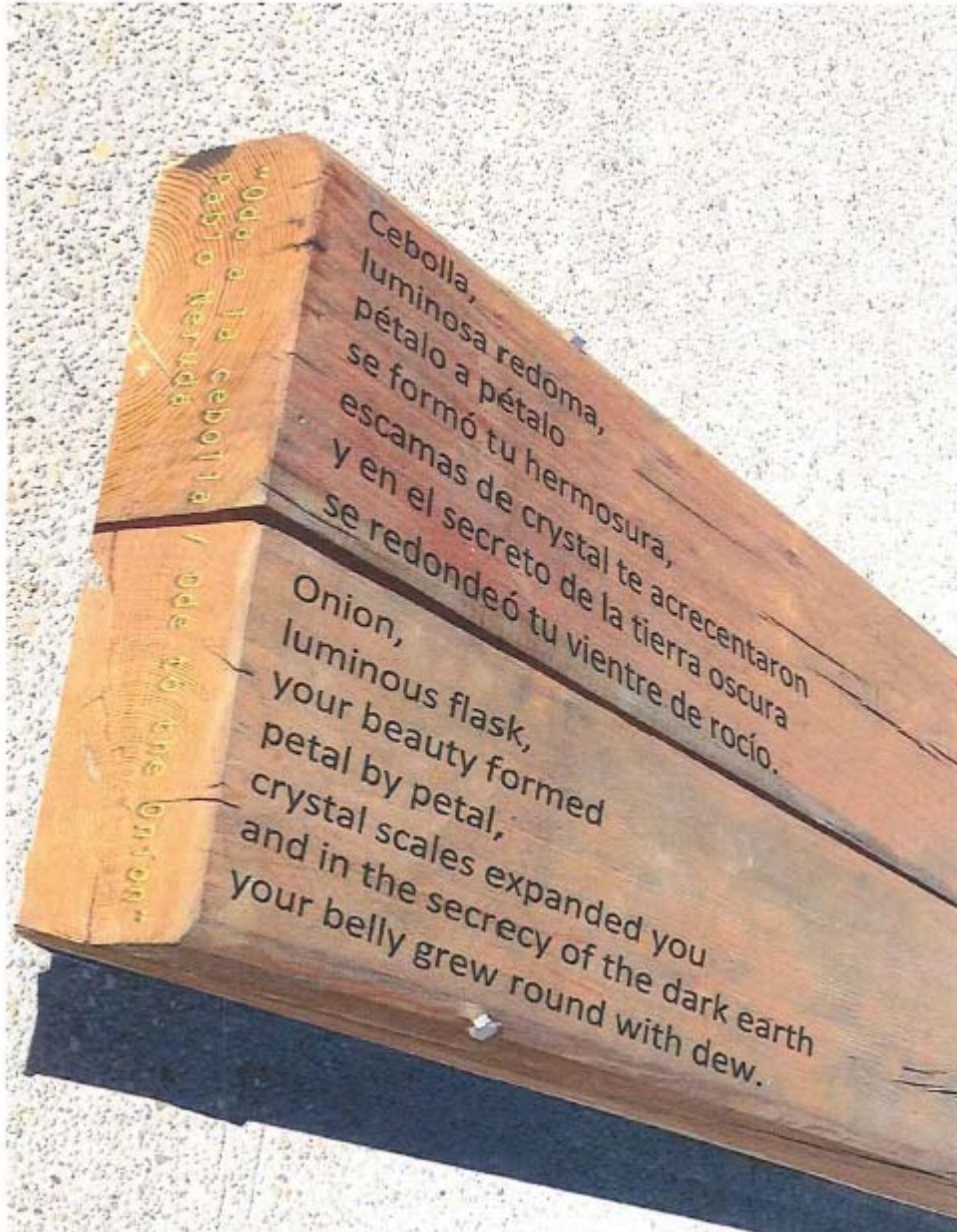
EXHIBIT F – ARTIST RENDERINGS OF AWARDED DESIGN (CONT.)

E. South Wall, Planter Detail



**EXHIBIT F – ARTIST RENDERINGS OF AWARDED DESIGN (CONT.)**

F. Bench



-End Exhibit F-

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER

**SA-13-11EM**

REGISTRATION NUMBER

**1115290**

AMENDMENT NUMBER

**#3**

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**LISA SEXTON**

2. The term of this

Agreement is

**01/01/14**

through

**12/31/14**FED ID: 3. The maximum amount of this **\$158,700.00 Amendment**  
Agreement after this amendment is: **\$632,400.00**

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 #13-11EM, dated December 10, 2011, between the District and Lisa Sexton is hereby amended as follows:****CONTRACTOR AGREES:**

1. To amend the original contract to provide entertainment marketing and booking services for the Pacific Amphitheatre, at the OC Fair & Event Center, with the third year option to renew at \$153,700.00.
2. To include the addition of a flat rate of \$5,000.00, as stipulated in SA-13-11EM Amendment #1, in lieu of variable compensation detailed in paragraph 2 (two) of the original contract.
3. The total amount for the third option year is \$153,700.00 + \$5,000.00 = \$158,700.00.

**STATE AGREES:**

1. To pay the Contractor a total amount not to exceed SIX HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED DOLLARS (\$632,400.00) 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		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
<b>LISA SEXTON</b>			
BY (Authorized Signature)	DATE SIGNED (Do not type)		
			
PRINTED NAME AND TITLE OF PERSON SIGNING			
<b>Lisa Sexton</b>			
ADDRESS			
<b>787 Crescent Avenue, Santa Maria, CA 93455 (714) 745-3957</b>			
STATE OF CALIFORNIA			
AGENCY NAME			
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>			
BY (Authorized Signature)	DATE SIGNED (Do not type)		
			
PRINTED NAME AND TITLE OF PERSON SIGNING			
<b>Doug Lofstrom, Chief Executive Officer</b>			
ADDRESS			
<b>88 Fair Drive, Costa Mesa, CA 92626</b>			
		<input type="checkbox"/> Exempt per:	

Account #: 5100-72

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

R \_\_\_\_\_ A \_\_\_\_\_ F \_\_\_\_\_

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER <b>SA-01-09TR</b>	AMENDMENT NUMBER <b>#3</b>
REGISTRATION NUMBER <b>1171954</b>	

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

STATE AGENCY'S NAME

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

CONTRACTOR'S NAME

**CLASSIC TENTS**

2. The term of this Agreement is **01/01/13** through **01/31/14** **FED ID:** XXXXXXXXXX

3. The maximum amount of this Agreement after this amendment is: **\$0 Amendment**  
**\$2,641,740.50**

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 #01-09TR, dated October 14, 2008, between the District and Classic Tents is hereby amended as follows:**

**CONTRACTOR AGREES:**



**CONTRACTOR AGREES:**

- To amend the original contract to provide tenting, drapery and furniture rentals at the OC Fair & Event Center by revising the prior agreement term of January 1, 2013 through December 31, 2013 to January 1, 2013 through January 31, 2014.

**STATE AGREES:**

- To pay the Contractor a total amount not to exceed TWO MILLION SIX HUNDRED FORTY ONE THOUSAND SEVEN HUNDRED FORTY DOLLARS AND FIFTY CENTS (\$2,641,740.50) 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.**

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>CLASSIC TENTS</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Jim Gilroy, Sales Manager</b>		
ADDRESS		
<b>540 Hawaii Avenue, Torrance, CA 90503 (310) 328-5060</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Doug Lofstrom, Chief Executive Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		
		<input type="checkbox"/> Exempt per:

Account #: Distribution



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

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-205-13	Me So Hungry Truck	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-206-13	Bear Flag Fish Company	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-209-13	Grilled Cheese Truck	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-210-13	Baby's Badass Burgers	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-212-13	The Melt	Food Truck Fare, Youth Expo, Fair, Block Party	Food Truck	Pacific Amphitheatre, Youth Expo, Fair	01/01/13-12/31/13	Varies \$35.00-\$400.00
R-217-13	Swing It Trapeze, LLC	Swing It Trapeze	Trapeze Set Up and Inspection	Pacific Amphitheatre Concourse	11/04/13-11/14/13	\$1,000.00
R-218-13	Favorday Church	Favorday Church Service	Church Service	Hangar	11/10/13	\$15,310.00
R-003-14	Gem Faire, Inc.	Gem Faire	Consumer Show	Costa Mesa Building, Santa Ana Pavilion	02/28/14-03/02/14	\$42,543.50
R-011-14	Tex*us Guitar Shows, Inc.	CA World Guitar Show	Consumer Show	Hangar	01/25/14-01/26/14	\$14,597.00
R-021-14	Apartment Association of Orange County	Apartment Association of Orange County Annual Trade Show	Trade Show	Costa Mesa Building, Huntington Beach Building	03/13/14	\$19,098.00
R-033-14	Katrina O'Meara	Katie and Andrew's Wedding	Private Event	Millennium Barn	05/17/14	\$3,224.00
R-036-14	RC Expo, LLC	RCX Expo	Consumer Show	Costa Mesa Building, Huntington Beach Building, Los Alamitos Building, Main Mall, Park Plaza, Santa Ana Pavilion	05/17/14-05/18/14	\$50,623.00

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Me So Hungry Truck 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:

**Me So Hungry Truck**

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.

**Me So Hungry Truck  
1471 West Lambert Road  
La Habra, CA 90631**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

Title: Michael Harrold

Title: \_\_\_\_\_

AGREEMENT: R-205-13  
DATED: September 10, 2013  
WITH: Me So Hungry Truck  
PHONE: 310-601-0910  
EMAIL: [mharrold@mesohungrytruck.com](mailto:mharrold@mesohungrytruck.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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto: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)
- ~Sellers Permit Number

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Bear Flag Fish Company 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:

**Bear Flag Fish Company**

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.

**Bear Flag Fish Company  
407 31<sup>st</sup> Street  
Newport Beach, CA 92663**

**32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

AGREEMENT: R-206-13  
DATED: September 10, 2013  
WITH: Bear Flag Fish Company  
PHONE: (949) 295-0686  
EMAIL: peter@bearflagfishco.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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto: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)
- ~Sellers Permit Number

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Grilled Cheese Truck 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:

**Grilled Cheese Truck**

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.

**Grilled Cheese Truck**  
12923 South Budlong Avenue  
Gardena, CA 90247

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Barry Fogel**

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

AGREEMENT: R-209-13  
DATED: October 4, 2013  
WITH: Grilled Cheese Truck  
PHONE: 323-522-3418  
EMAIL: [info@thegrilledcheesetruck.com](mailto:info@thegrilledcheesetruck.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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto: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
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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)
- ~Sellers Permit Number

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Baby's Badass Burgers 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:

**Baby's Badass Burgers**

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.

**Baby's Badass Burgers**  
401 Washington Avenue #303  
Santa Monica, CA 90403

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: JR Cifrese

Title: Sharon Angenstein, Chief Financial Officer



AGREEMENT: R-210-13  
DATED: September 10, 2013  
WITH: Baby's Badass Burgers  
PHONE: (866) 622-2297  
EMAIL: [jr@babysbadassburgers.com](mailto:jr@babysbadassburgers.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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto: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**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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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)
- ~Sellers Permit Number

REVIEWED \_\_\_\_\_

DATE September 10, 2013

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and The Melt 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:

**The Melt**

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.

**The Melt**  
58 Tehama Street  
San Francisco, CA 94105

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Rebecca Plofker

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-212-13  
DATED: September 10, 2013  
WITH: The Melt  
PHONE: (415) 813-5957  
EMAIL: rplofker@fishsixrc.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](mailto:rwachner@ocfair.com) to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at [rwachner@ocfair.com](mailto: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.
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- 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**

<b><u>Event</u></b>	<b><u>Day/Date</u></b>	<b><u>Hours</u></b>	<b><u>Space Rental Fee</u></b>
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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)
- ~Sellers Permit Number

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Swing It Trapeze, LLC 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 4 - 14, 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:

**Swing It Trapeze**

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

**\$1,000.00**

- 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, 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 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.

Swing It Trapeze, LLC  
1970 16<sup>th</sup> Street, Apt N301  
Newport Beach, CA 82663

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Nick Selvy, Owner

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: Swing It Trapeze  
 Contact Person: Brian Kirch  
 Event Date: 11/04/2013 - 11/14/2013

Contract No: R-217-13  
 Phone: (310) 592-0807  
 Hours: Set Up & Inspection by OSHA

Admission Price: Adult: \$50.00 - \$100.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 10 Per Class

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Pacific Amphitheatre Concourse	11/04/2013 - 11/13/2013	Move In	900.00
Pacific Amphitheatre Concourse	11/14/2013	Event	100.00

- Move out may be required.  
 - If any area within the Pacific Amphitheatre Concourse should become restricted due to requirements of other booked events, the OC FEC Event Sales & Services Department will work with Swing It Trapeze to identify an alternate class schedule.

Total: 1,000.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Electrical Usage Rate	Estimate Only	1.00 EA	100.00 EVT/DAY	TBD
<i>No additional lights will be provided in the evening except on Wednesday - November 6<sup>th</sup> &amp; 13<sup>th</sup>. Set up must take place during the day.</i>				
Total:				TBD

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations Janitorial Attendant	1 Hour Per Event Day	TBD EA	19.00 HR	TBD

### Summary

Facility Rental Total	\$1,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	TBD
<b>Grand Total:</b>	<b>\$1,000.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/04/2013	\$1,000.00
Total:		\$1,000.00
<b>Payment Total:</b>		<b>\$1,000.00</b>

Please Remit Full 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.

All holes created by stakes or otherwise must be patched immediately after move-out. A fence is required around the trapeze structure to prevent unauthorized public from entering and using the trapeze. No night work during this period except on Wednesday - November 6<sup>th</sup> & 13<sup>th</sup>, 2013.

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Favorday Church** 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 09 - 10, 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:

**Favorday Church Service**

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

**\$15,310.00**

- 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.

**Favorday Chnrch**  
**12437 Lewis Street, Suite 102**  
**Garden Grove, CA 92840**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Mario Krawchuk, Executive Pastor**

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

# EXHIBIT A

## Event Information

Event Name: Favorday Church Service  
 Contact Person: Marisol Richardson  
 Event Dates: 11/10/2013

Contract No: R-218-13  
 Phone: (714) 750-8400  
 Hours: Doors: 10:30 AM  
 Event: 11:00 AM - 2:00 PM

Admission Price: Free

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 1,500

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Saturday</b>			
The Hangar	11/09/2013 06:00 AM - 11:59 PM	Move In	1,500.00
<b>Sunday</b>			
The Hangar	11/10/2013 11:00 AM - 02:00 PM	Event	3,000.00
-Move out must be completed by 11:59 PM on Sunday - November 10, 2013 to avoid additional charges.			<b>Total:</b> 4,500.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
100 Amp Drop	Estimate 3	3.00 EA	180.00 EA	540.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 12	12.00 EA	18.00 EA	216.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT	600.00
Marquee Board (7 Consecutive Days)	TBD	TBD EA	450.00 WK	TBD
Portable Electronic Message Board	11/10/2013	1.00 EA	75.00 EA/DAY	75.00
Screen in Hangar	11/10/2013	1.00 EA	300.00 DAY	300.00
Sweeper (Building)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
			<b>Total:</b>	<b>2,331.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.00 HR	190.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Day</b>				
Doors: 10:30 AM Event: 11:00 AM				
Grounds Attendant Lead	11/10/2013 09:30 AM - 03:00 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	11/10/2013 09:30 AM - 03:00 PM	2.00 EA	19.00 HR	209.00
Janitorial Attendant	11/10/2013 09:30 AM - 03:00 PM	2.00 EA	19.00 HR	209.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.00 HR	190.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.00 HR	152.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	11/10/2013 9:30 AM - 02:30 PM	1.00 EA	40.00 HR	200.00
<b>Parking</b>				
<b>Set Up</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.00 HR	304.00
<b>Technology</b>				
Technology Attendant	Estimate 4 Hours	4.00 HR	35.00 HR	140.00
<b>Outside Services</b>				
Sound Engineer	11/10/2013	TBD EA	750.00 DAY	750.00
(Sound Engineer is required if Hangar doors are open)				<b>Total:</b> 3,229.00

# EXHIBIT A

## Event Information Summary

Facility Rental Total	\$4,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,560.00
Parking Buyout	\$3,750.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$15,310.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/04/2013	\$15,310.00
<b>Total:</b>		<b>\$15,310.00</b>
<b>Payment Total:</b>		<b>\$15,310.00</b>

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.

### Food & Beverages:

All food and beverages must be discussed and approved by Ovation, the master concessionaire for the OC Fair & Event Center.



REVIEWED \_\_\_\_\_

DATE October 15, 2013

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Gem Faire, Inc. 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 **February 26 - March 3, 2014**
- 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:

**Gem Faire**

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

**\$42,543.50**

- 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.

Gem Faire, Inc.  
P.O. Box 55337  
Portland, OR 97238

32<sup>nd</sup> District Agricultural Association  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

Title: Steve Small, President

Title: Sharon Augenstein, Chief Financial Officer

# EXHIBIT A

## Event Information

Event Name: Gem Faire  
 Contact Person: Steve Small  
 Event Dates: 02/28/2014 - 03/02/2014

Contract No: R-003-14  
 Phone: (503) 252-8300  
 Hours: Friday: 12:00 PM - 06:00 PM  
 Saturday: 10:00 AM - 06:00 PM  
 Sunday: 10:00 AM - 05:00 PM  
 \* Friday: 10:00 AM - 12:00 PM  
 (\*Private Wholesalers Only)

Admission Price: Adult: \$7.00 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,500

Facility and/or Area Fees		Facility Rental Fees		Activity	Actual
	Date-Time				
<b>Wednesday</b>					
Costa Mesa Building (#10)	02/26/2014 08:00 AM - 08:00 PM			Move In	1,975.00
Santa Ana Pavilion (Parade of Products)	02/26/2014 08:00 AM - 08:00 PM			Move In	775.00
<b>Thursday</b>					
Costa Mesa Building (#10)	02/27/2014 08:00 AM - 08:00 PM			Move In	1,975.00
Santa Ana Pavilion (Parade of Products)	02/27/2014 08:00 AM - 08:00 PM			Move In	775.00
<b>Friday</b>					
Costa Mesa Building (#10)	02/28/2014 12:00 PM - 06:00 PM			Event	3,950.00
Santa Ana Pavilion (Parade of Products)	02/28/2014 12:00 PM - 06:00 PM			Event	1,550.00
<b>Saturday</b>					
Costa Mesa Building (#10)	03/01/2014 10:00 AM - 06:00 PM			Event	3,950.00
Santa Ana Pavilion (Parade of Products)	03/01/2014 10:00 AM - 06:00 PM			Event	1,550.00
<b>Sunday</b>					
Costa Mesa Building (#10)	03/02/2014 10:00 AM - 06:00 PM			Event	3,950.00
Santa Ana Pavilion (Parade of Products)	03/02/2014 10:00 AM - 06:00 PM			Event	1,550.00
<b>Monday</b>					
Costa Mesa Building (#10)	03/03/2014 08:00 AM - 12:00 PM			Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	03/03/2014 08:00 AM - 12:00 PM			Move Out	No Charge
<b>Total:</b>					<b>22,000.00</b>

Estimated Equipment Fees					
Description	Date-Time	Units	Rate	Actual	
20 Amp Drop	Estimate 1	1.00 EA	25.00 EA	25.00	
50 Amp Drop	Estimate 8	8.00 EA	70.00 EA	560.00	
Barriade	Estimate 45	45.00 EA	15.00 EA	675.00	
Cable Ramp	Estimate 4	4.00 EA	15.00 EA	60.00	
Dumpster	Estimate 30	30.00 EA	18.00 EA	540.00	
Electrical Splitter Box	Estimate 16	16.00 EA	55.00 EA	880.00	
Electrical Usage Rate	Estimate Only	1.00 EA	3,300.00 EVT	3,300.00	
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00	
Marquee Board (7 Consecutive Days)	02/25/2014 - 03/02/2014	1.00 WK	450.00 WK	450.00	
Portable Electronic Message Board	02/28/2014 - 03/02/2014	2.00 EA	75.00 EA/DAY	450.00	
Public Address System (Per Building)	02/28/2014 - 03/02/2014	2.00 EA	75.00 EA/DAY	450.00	
Scissor Lift (Electrical Set Up)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00	
Sweeper	Estimate 9 Hours	9.00 HR	75.00 HR	675.00	
Ticket Booth	Estimate 1	1.00 EA	100.00 EA	100.00	
Trussing Unit	Estimate 2	2.00 EA	100.00 EA	200.00	
Umbrella w/Stand	Estimate 1	1.00 EA	10.00 EA	10.00	
<b>Total:</b>					<b>9,200.00</b>

Reimbursable Personnel Fees				
Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

# EXHIBIT A

## Event Information

### Event Days

Grounds Attendant Lead	02/28/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	02/28/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	02/28/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	03/01/2014 09:00 AM - 06:00 PM	1.00 EA	30.00 HR	270.00
Grounds Attendant	03/01/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Janitorial Attendant	03/01/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Grounds Attendant Lead	03/02/2014 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	03/02/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	03/02/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00

### Clean Up

Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

### Event Sales & Services

Event Coordinator	02/28/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	03/01/2014 09:00 AM - 06:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	03/02/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

### Guest Relations

Security Attendant - OVERNIGHT	02/26/2014 05:00 PM - 02/27/2014 07:00 AM	2.00 EA	19.50 HR	546.00
Security Attendant - DAYTIME	02/27/2014 10:00 AM - 06:00 PM	3.00 EA	19.50 HR	468.00
Security Attendant - OVERNIGHT	02/27/2014 06:00 PM - 02/28/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	02/28/2014 07:00 AM - 12:00 PM	2.00 EA	19.50 HR	195.00
Security Attendant - DAYTIME	02/28/2014 09:00 AM - 06:00 PM	2.00 EA	19.50 HR	351.00
Security Attendant - OVERNIGHT	02/28/2014 06:00 PM - 03/01/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	03/01/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - OVERNIGHT	03/01/2014 06:00 PM - 03/02/2014 07:00 AM	2.00 EA	19.50 HR	507.00
Security Attendant - DAYTIME	03/02/2014 10:30 AM - 06:00 PM	1.00 EA	19.50 HR	146.25
Security Attendant - CLOSING	03/02/2014 04:00 PM - 08:00 PM	4.00 EA	19.50 HR	312.00

### Parking

Parking Attendant Lead	02/27/2014 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	02/27/2014 10:00 AM - 07:00 PM	2.00 EA	19.50 HR	351.00

### Technology

Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EA	100.00
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### Outside Services

Orange County Sheriff Services	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

**Total: 10,543.50**

### Summary

Facility Rental Total				\$22,000.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$19,743.50
Refundable Deposit				\$800.00

**Grand Total: \$42,543.50**

# EXHIBIT A

## Event Information

### Payment Schedule

#### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/26/2013	\$1,000.00
Second Payment	11/26/2013	\$13,848.00
Third Payment	12/26/2013	\$13,848.00
Fourth Payment	01/27/2014	\$13,847.50
	<b>Total:</b>	<b>\$42,543.50</b>
	<b>Payment Total:</b>	<b>\$42,543.50</b>

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.

DRAFT

REVIEWED \_\_\_\_\_

DATE **October 15, 2013**

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

**XX**

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tex\*us Guitar Shows, Inc.** 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 24 - 27, 2014**
- 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:

**CA World Guitar Show**

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

**\$14,597.00**

- 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.

**Tex\*us Guitar Shows, Inc.**  
**P.O. Box 999**  
**Sperry, OK 74073**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Larry Briggs, Promoter**

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

# EXHIBIT A

## Event Information

Event Name: CA World Guitar Show  
 Contact Person: Larry Briggs  
 Event Dates: 01/25/2014 - 01/26/2014

Contract No: REVISED R-011-14  
 Phone: (918) 288-2222  
 Hours: Saturday: 10:00 AM - 5:00 PM  
 Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$15.00 Child: 12 & Under Free

Vehicle Parking Fees: \$7.00 General Parking \$10.00 Preferred Parking Projected Attendance: 2,000

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar Building	01/24/2014 06:00 AM - 10:00 PM	Move In	1,575.00
<b>Saturday</b>			
The Hangar Building	01/25/2014 10:00 AM - 05:00 PM	Event	3,150.00
<b>Sunday</b>			
The Hangar Building	01/26/2014 10:00 AM - 04:00 PM	Event	3,150.00
<b>Monday</b>			
The Hangar Building	01/27/2014 06:00 AM - 12:00 PM	Move Out	No Charge

- Move out must be completed by 12:00 Noon on Monday - January 27, 2014 due to S.E.L.I. coverage expiration. Total: 7,875.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	Estimate 3	3.00 EA	55.00 EA	165.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Marquee Board (7 Consecutive Days)	01/20/2014 - 01/26/2014	1.00 EA	450.00 WK	450.00
Portable Electronic Message Board	01/25/2014 - 01/26/2014	1.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	01/25/2014 - 01/26/2014	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
<b>Total:</b>				<b>2,087.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
Set Up				
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<b>Event Day</b>				
Ground Attendant Lead	01/25/2014 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/25/2014 09:00 AM - 05:00 PM	1.00 EA	19.50 HR	156.00
Janitorial Attendant	01/25/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Ground Attendant Lead	01/26/2014 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	01/26/2014 09:00 AM - 04:00 PM	1.00 EA	19.50 HR	136.50
Janitorial Attendant	01/26/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	01/25/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	01/26/2014 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

### Guest Relations

<u>Overnight</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Security Attendant	01/24/2014 05:00 PM - 01/25/2014 10:00 AM	1.00 EA	19.50 HR	331.50
Security Attendant	01/25/2014 05:00 PM - 01/26/2014 09:00 AM	1.00 EA	19.50 HR	312.00

# EXHIBIT A

## Event Information

**Technology**

Technology Attendant	Flat Fee ( <i>Audio Configuration Fee</i> )	1.00 EA	100.00 EVT	100.00
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**Outside Services**

State Fire Marshal	Estimate Only ( <i>Plan review and/or site inspection</i> )	1.00 EA	260.00 HR	260.00
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**Insurance**

S.E.L.I. Insurance	01/24/2014 - 01/27/2014	1.00 EA	290.00 EVT	290.00
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*(Includes coverage for Move-in/Move-out period listed on Rental Agreement)*

**Total: 3,635.00**

### Summary

Facility Rental Total	\$7,875.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,722.00
Refundable Deposit	\$1,000.00

**Grand Total: \$14,597.00**

### Payment Schedule

**Payment Schedule**

	<u>Due Date</u>	<u>Amount</u>
First Payment	07/24/2013	1,000.00
Second Payment	10/24/2013	4,533.00
Third Payment	11/25/2013	4,532.00
Fourth Payment	12/24/2013	4,532.00

**Total: \$14,597.00**

**Payment Total: \$14,597.00**

**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 you are aware of the details of these construction projects and how they may affect your event.

REVIEWED \_\_\_\_\_

DATE **October 15, 2013**

FAIRTIME

INTERIM **XX**

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Apartment Association of Orange County** 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 **March 11 - 13, 2014**
- 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:

**Apartment Association of Orange County Annual Trade Show**

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

**\$19,098.00**

- 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.

**Apartment Association of Orange County**  
**525 Cabrillo Park Drive, Suite 125**  
**Santa Ana, CA 92701**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Jeannie Alliss, Director of Advertising & Special Events**

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



# EXHIBIT A

## Event Information

Event Name: Apartment Association of Orange County Annual Trade Show  
 Contact Person: Jeannie Alliss  
 Event Date: 03/13/2014

Contract No: R-021-14 REVISED  
 Phone: (714) 479-1414  
 Hours: 8:30 AM - 4:00 PM

Vehicle Parking Fee: \$ 7.00 General Parking

Projected Attendance: 1,000

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Tuesday</b>			
Costa Mesa Building (#10)	03/11/2014 08:00 AM - 07:00 PM	Move In	1,975.00
<b>Wednesday</b>			
Costa Mesa Building (#10)	03/12/2014 08:00 AM - 07:00 PM	Move In	1,975.00
Huntington Beach Building (#12)	03/12/2014 08:00 AM - 07:00 PM	Move In	1,475.00
<b>Thursday</b>			
Costa Mesa Building (#10)	03/13/2014 08:30 AM - 04:00 PM	Event	3,950.00
Huntington Beach Building (#12)	03/13/2014 08:30 AM - 04:00 PM	Event	2,950.00

-Move out must be completed by 11:59 PM on Thursday - March 13, 2014 to avoid additional charges. **Total: 12,325.00**

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	Estimate 5	5.00 EA	70.00 EA	350.00
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00
Podium	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	03/13/2014	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	03/13/2014	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Wireless Microphone	03/13/2014	1.00 EA	50.00 EA/DAY	50.00
<b>Total:</b>				<b>2,220.00</b>

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Reimbursable Personnel Fees</b>				
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
<b>Event Day</b>				
Grounds Attendant Lead	03/13/2014 07:30 AM - 04:00 PM	1.00 EA	30.00 HR	255.00
Grounds Attendant	03/13/2014 07:30 AM - 04:00 PM	2.00 EA	19.50 HR	331.50
Janitorial Attendant	03/13/2014 07:30 AM - 04:00 PM	2.00 EA	19.50 HR	331.50
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
Janitorial Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	03/13/2014 07:30 AM - 04:00 PM	1.00 EA	40.00 HR	340.00
<b>Guest Relations</b>				
Security Attendant - Overnight	03/12/2014 07:00 PM - 03/13/2014 07:00 AM	1.00 EA	19.50 HR	234.00
<b>Parking</b>				
Parking Attendant Lead	Vendor Set Up 2:00 PM - 6:00 PM 03/12/2014 12:00 PM - 07:00 PM	1.00 EA	30.00 HR	210.00
Parking Attendant	03/12/2014 12:00 PM - 07:00 PM	2.00 EA	19.50 HR	273.00
<b>Technology</b>				
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00
<b>Outside Services</b>				
Lopez Work Contractor	Estimate Only	1.00 EA	300.00 EVT	300.00

# EXHIBIT A

## Event Information

State Fire Marshal Estimate Only (Plan Review and/or Site Inspection) 1.00 EA 263.00EVT 263.00

**Total: 3,553.00**

## Summary

Facility Rental Total \$12,325.00  
Estimated Equipment, Reimbursable Personnel and Services Total \$5,773.00  
Refundable Deposit \$1,000.00

**Grand Total: \$19,098.00**

## Payment Schedule

### Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	09/12/2013	\$1,000.00
Second Payment	12/12/2013	\$6,033.00
Third Payment	01/13/2014	\$6,033.00
Fourth Payment	02/12/2014	\$6,032.00

**Total: \$19,098.00**

**Payment Total: \$19,098.00**

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 you are aware of the details of these construction projects and how they may affect your event.

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Katrina O'Meara 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 17, 2014**
- 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:

**Katie and Andrew's Wedding**

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

**\$3,224.00**

- 5. Please see Exhibits "A" "B" "C" "D" 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.

**Katrina O'Meara**  
913 S. Cedar Avenue  
Fullerton, CA 92833

**32<sup>nd</sup> District Agricultural Association**  
88 Fair Drive  
Costa Mesa, CA 92626

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Katrina O'Meara, Bride**

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

# EXHIBIT A

## Event Information

Event Name: Katie and Andrew's Wedding  
 Contact Person: Katie O'Meara  
 Event Date: 05/17/2014

Contract No: R-033-14  
 Phone: (951) 204-7915  
 Hours: 5:30 PM - 10:30 PM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 130

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday Millennium Barn	05/17/2014 05:30 PM - 10:30 PM	Event	850.00
Sunday Millennium Barn	05/18/2014 06:00 AM - 09:00 AM	Move Out	No Charge

-Move out must be completed by 9:00 AM on Sunday - May 18, 2013 to avoid additional charges.

Total: 850.00

### 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
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00
Forklift (For Bleachers)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Man Lift (For Lighting & Decorations)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Straw Bales	Estimate 12	12.00 EA	5.00 EA	60.00

Total: 953.00

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant Lead	Estimate 2 Hours	2.00 HR	30.00 HR	60.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<u>Event Day</u>				
Grounds Attendant Lead	05/17/2014 04:30 PM - 10:30 PM	1.00 EA	30.00 HR	180.00
Janitorial Attendant	05/17/2014 04:30 PM - 10:30 PM	2.00 EA	19.50 HR	234.00
<u>Clean Up</u>				
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
<u>Guest Relations</u>				
Security Attendant	05/17/2014 05:00 PM - 11:00 PM	1.00 EA	19.50 HR	117.00

Total: 921.00

### Summary

Facility Rental Total	\$850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$1,874.00
Refundable Deposit	\$500.00

Grand Total: \*\$3,224.00

\*Any additional cost incurred during event will be discussed prior to final settlement.

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - (Deposit to Hold Date)	10/17/2013	\$500.00
Second Payment	12/17/2013	\$908.00
Third Payment	02/17/2014	\$908.00
Fourth Payment	04/17/2014	\$908.00

Total: \$3,224.00

Payment Total: \$3,224.00

# EXHIBIT A

## Event Information

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.

Please see Exhibit "D" for more information regarding rental of the Millennium Barn.

Ovations: All food and beverage must be discussed with and approved by Ovations, The OCFEC Master Concessionaire.

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Title: Katie O'Meara, Bride

---

Title: Sharon Augenstein, Chief Financial Officer

DRAFT

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **RC Expo, LLC** 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 16 - 19, 2014**
- 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:  
**RCX Expo**
- 4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$50,623.00**

- 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.

**RC Expo, LLC**  
**88 Danbury Road Suite 2B**  
**Wilton, CT 06897**

**32<sup>nd</sup> District Agricultural Association**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Yvonne DeFrancesco, Promoter**

**Title: Doug Lofstrom, Chief Executive Officer**

# EXHIBIT A

## Event Information

Event Name: RCX Expo  
 Contact Person: Rich Goodwin  
 Event Dates: 05/17/2014 - 05/18/2014

Contract No: R-036-14  
 Phone: (203) 529-4621  
 Hours: Saturday: 10:00 AM - 06:00 PM  
 Sunday: 10:00 AM - 04:00 PM

Admission Prices: Adult: \$15 Child Under 12: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 7,000

### Facility and/or Area Fees

### Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Friday</b>			
Costa Mesa Building (#10)	05/16/2014 08:00 AM - 08:00 PM	Move In	1,975.00
Huntington Beach Building (#12)	05/16/2014 08:00 AM - 08:00 PM	Move In	1,475.00
Los Alamitos Building (#14)	05/16/2014 08:00 AM - 08:00 PM	Move In	TBD
Main Mall	05/16/2014 08:00 AM - 08:00 PM	Move In	675.00
Park Plaza	05/16/2014 08:00 AM - 08:00 PM	Move In	575.00
Santa Ana Pavilion (POP)	05/16/2014 08:00 AM - 08:00 PM	Move In	775.00
<b>Saturday</b>			
Costa Mesa Building (#10)	05/17/2014 10:00 AM - 06:00 PM	Event	3,950.00
Huntington Beach Building (#12)	05/17/2014 10:00 AM - 06:00 PM	Event	2,950.00
Los Alamitos Building (#14)	05/17/2014 10:00 AM - 06:00 PM	Event	TBD
Main Mall	05/17/2014 10:00 AM - 06:00 PM	Event	1,350.00
Park Plaza	05/17/2014 10:00 AM - 06:00 PM	Event	1,150.00
Santa Ana Pavilion (POP)	05/17/2014 10:00 AM - 06:00 PM	Event	1,550.00
<b>Sunday</b>			
Costa Mesa Building (#10)	05/18/2014 10:00 AM - 04:00 PM	Event	3,950.00
Huntington Beach Building (#12)	05/18/2014 10:00 AM - 04:00 PM	Event	2,950.00
Los Alamitos Building (#14)	05/18/2014 10:00 AM - 04:00 PM	Event	TBD
Main Mall	05/18/2014 10:00 AM - 04:00 PM	Event	1,350.00
Park Plaza	05/18/2014 10:00 AM - 04:00 PM	Event	1,150.00
Santa Ana Pavilion (POP)	05/18/2014 10:00 AM - 04:00 PM	Event	1,550.00
<b>Monday</b>			
Costa Mesa Building (#10)	05/19/2014 07:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	05/19/2014 07:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	05/19/2014 07:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	05/19/2014 07:00 AM - 12:00 PM	Move Out	No Charge
Park Plaza	05/19/2014 07:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (POP)	05/19/2014 07:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - May 19, 2014 to avoid additional charges.

Total: 27,375.00

### Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
Barricade (Plastic)	Estimate TBD	TBD EA	15.00EA	TBD
Cable Ramp	Estimate TBD	TBD EA	15.00EA	TBD
Dumpster	Estimate 50	50.00 EA	18.00EA	900.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00EVT	2,000.00
Forklift	Estimate 1 Hour	1.00 HR	75.00HR	75.00
Marquee Board (7 Consecutive Days)	05/12/2014 - 05/18/2014	1.00 WK	450.00WK	450.00
Portable Electronic Message Board	05/17/2014 - 05/18/2014	2.00 EA	75.00EA/DAY	300.00
Public Address System (4 Buildings)	05/17/2014 - 05/18/2014	TBD EA	75.00EA/DAY	TBD
Scissor Lift	Estimate TBD	TBD HR	75.00HR	TBD
Sweeper (Buildings)	Estimate 12 Hours	12.00 HR	75.00HR	900.00
Ticket Booth	Estimate 3	3.00 EA	100.00EVT	300.00

Total: 5,475.00

### Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50HR	195.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50HR	312.00
Electrician	Estimate 8 Hours	8.00 HR	45.00HR	360.00

# EXHIBIT A

## Event Information

<b>Event Day</b>					
Grounds Attendant Lead	05/17/2014 09:00 AM - 06:00 PM	1.00 EA	30.00HR		270.00
Grounds Attendant	05/17/2014 09:00 AM - 06:00 PM	2.00 EA	19.50HR		351.00
Janitorial Attendant Lead	05/17/2014 09:00 AM - 06:00 PM	1.00 EA	30.00HR		270.00
Janitorial Attendant	05/17/2014 09:00 AM - 06:00 PM	7.00 EA	19.50HR		1,228.50
Electrician	05/17/2014 09:00 AM - 06:00 PM	1.00 EA	45.00HR		405.00
Grounds Attendant Lead	05/18/2014 09:00 AM - 04:00 PM	1.00 EA	30.00HR		210.00
Grounds Attendant	05/18/2014 09:00 AM - 04:00 PM	2.00 EA	19.50HR		273.00
Janitorial Attendant Lead	05/18/2014 09:00 AM - 04:00 PM	1.00 EA	30.00HR		210.00
Janitorial Attendant	05/18/2014 09:00 AM - 04:00 PM	7.00 EA	19.50HR		955.50
Electrician	05/18/2014 09:00 AM - 04:00 PM	1.00 EA	45.00HR		315.00
<b>Clean Up</b>					
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00HR		300.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	19.50HR		780.00
Electrician	Estimate 3 Hours	3.00 HR	45.00HR		135.00
<b>Event Sales &amp; Services</b>					
Event Coordinator	05/17/2014 08:00 AM - 06:00 PM	1.00 EA	40.00HR		400.00
Event Coordinator	05/18/2014 08:00 AM - 04:00 PM	1.00 EA	40.00HR		320.00
<b>Guest Relations</b>					
Security Attendant - Overnight	05/16/2014 08:00 PM - 05/17/2014 07:00 AM	3.00 EA	19.50HR		643.50
Security Attendant Lead	05/17/2014 07:00 AM - 06:00 PM	1.00 EA	30.00HR		330.00
Security Attendant	05/17/2014 07:00 AM - 06:00 PM	8.00 EA	19.50HR		1,716.00
Security Attendant - Overnight	05/17/2014 06:00 PM - 05/18/2014 08:00 AM	3.00 EA	19.50HR		819.00
Security Attendant Lead	05/18/2014 08:00 AM - 04:00 PM	1.00 EA	30.00HR		240.00
Security Attendant	05/18/2014 08:00 AM - 04:00 PM	8.00 EA	19.50HR		1,248.00
<b>Parking</b>					
Parking Attendant Lead	05/16/2014 08:00 AM - 07:00 PM	1.00 EA	30.00HR		330.00
Parking Attendant	05/16/2014 08:00 AM - 07:00 PM	3.00 EA	19.50HR		643.50
<b>Technology</b>					
Technology Attendant	Flat Fee (Audio Configuration)	TBD EA	100.00EVT		TBD
<b>Outside Services</b>					
Event Medical Services	05/17/2014 09:00 AM - 06:00PM Estimate Only	TBD EA	19.50HR		TBD
Event Medical Services	05/18/2014 09:00 AM - 04:00PM Estimate Only	TBD EA	19.50HR		TBD
Orange County Sheriff Services	05/17/2014 Estimate Only	TBD EA	1,700.00EVT		TBD
Orange County Sheriff Services	05/18/2014 Estimate Only	TBD EA	1,700.00EVT		TBD
State Fire Marshal	Estimate Only (Plan review and/or Site Inspection)	1.00 HR	263.00HR		263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	1,600.00EVT		1,600.00
			<b>Total:</b>		<b>15,273.00</b>

## Summary

Facility Rental Total		\$27,375.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$20,748.00
Refundable Deposit		\$2,500.00
	<b>Grand Total:</b>	<b>\$50,623.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/15/2013	\$1,000.00
Second Payment	02/18/2014	\$16,541.00
Third Payment	03/17/2014	\$16,541.00
Fourth Payment	04/16/2014	\$16,541.00
	<b>Payment Total:</b>	<b>\$50,623.00</b>



# EXHIBIT A

## Event Information

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.

DRAFT

**OC FAIR & EVENT CENTER  
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS  
As of November 12, 2013**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL	PROJECT NOTES
<b>Continuing</b>						
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	
California Fair Financing Authority	03213035	09/01/13	Memorial Gardens Building Relocation	CFFA	\$92,682.85	
California Fair Financing Authority	03213034	10/11/13	West End Facility Electrical Upgrade	CFFA	\$531,540.00	
<b>New</b>						
<b>Revision/Amendment</b>						

# **New Joint Powers Authority Agreements**

**October 2013  
(None)**

# **Joint Powers Authority**

**Invoices Paid in October 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: 001347  
Invoice Date: 9/19/2013  
Customer Code: 32nd  
Project: 03211031  
Pac Amp Renovation

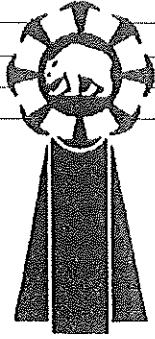
Description	Amount
Funds for Alpha Scientific Invoice CF304038	190.00
	\$190.00

Check #: E7b1405b9b  
Dated: 10/10/13

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$190.00  
Sales Tax: 0.00  
Invoice Total: \$190.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

Date: 09/19/2013 Amount: \$190.00

Vendor Name: Alpha Scientific Corporation

Invoice No.: CF306000

Invoice Date: 07/22/2013

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

*By [Signature]*  
Project Manager

*By [Signature]*  
Construction Manager

*Amy Casias*  
Accounting Administrator

*[Signature]*  
Managing Officer or Designee



**Alpha Scientific Corporation**  
Environmental Laboratories

**INVOICE**  
(No. CF306000)

Client: California Fair Service Authority  
Address: 1776 Tribute Road, Suite 100  
Sacramento, CA 95815

Lab Job No.: CF306000

Date Shipped: 06-12-2013

Date of Invoice: 07-22-2013

Attention: Mr. Michael Sellens  
Project: PacAmp Berm Renovation  
Project Site: Orange County Fair & Event Center  
P.O. No.:

Cost of Sample Shipping to Tekonsha, MI on 6-12-2013

Quantity	Method	Description	Unit Price	Extended Price
1		Shipping charge paid to UPS	187.33	187.33
1		Car & fuel cost paid to Employee	2.67	2.67
<b>Total Amount:</b>				<b>190.00</b>

*OK To Pay  
By [Signature] 5-9-13*

# Shipment Receipt: Page #1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE:  
Wed, Jun 12, 2013

EXPECTED DELIVERY DATE:  
FRI, JUN 14, 2013 EOD

SHIP FROM:  
ALPHA SCIENTIFIC CORP LAB  
16760 GRIDLEY RD  
CERRITOS CA 90703-1730  
(562) 809-8880

SHIP TO:  
MICHAEL W. DEPEW  
835 HERRICKSVILLE RD  
TEKONSHA MI 49092-9670  
Residential  
(517) 767-4507

SHIPPED THROUGH:  
UPS CC CERRITOS CA  
CERRITOS, CA 90703  
(800) 742-5877

SHIPMENT INFORMATION:  
UPS 2nd Day Air Res  
32.30 lbs actual wt  
33.00 lbs billable wt  
Dims: 16.00x14.00x10.00  
E-mail Notification: Ship

Tracking Number: 1z910X390296345589  
Shipment ID: MAT6F8KCZJAZT  
Ref 1: - -  
Ref 2: - -

DESCRIPTION OF GOODS:  
LAB SAMPLE soil kd

SHIPMENT CHARGES:  
2nd Day Air Res \$166.80  
Service Options \$0.00  
Fuel Surcharge \$17.03  
Delivery Area Surcharge \$3.50

Total \$187.33

COMPLETE ONLINE SHIPMENT TRACKING INFO:  
Enter the following address in your web browser to view tracking info:  
<http://wwwapps.ups.com/lotracking/tracking.cgi?tracknum:1Z910X390296345589>

QUESTIONS ABOUT YOUR SHIPMENT?  
Call the carrier at 1-800-PICK-UPS (1-800-742-5877)  
Or contact SHIPPED THROUGH facility list.

Shipment ID: MAT6F8KCZJAZT



Powered by iShip(r)  
06/12/2013 05:16 PM Pacific Time N

THE UPS STORE (HERE) accepts UPS for the use of the services of delivery other than those of the shipper and/or the shipper's agent for the purpose of collecting and delivering packages. Responsibility for all shipping and for the consequences, including any loss or damage, shall remain with the shipper and/or the shipper's agent.

**ALPHA SCIENTIFIC CORPORATION**  
16760 GRIDLEY RD (562) 809-8880  
CERRITOS, CA 90703

1758  
11-35/1210 CA  
72175

6-13-2013

Pay To The Order of Kunlong Liang

One hundred ninety and <sup>00</sup>/<sub>100</sub> only

\$190.00

**Bank of America**

ACH R/T 121000358

Ups delivery fee reimbursement.

*[Signature]*



## Amy Coleman-Casias

---

**From:** construction  
**Sent:** Monday, September 09, 2013 2:17 PM  
**To:** Amy Coleman-Casias  
**Subject:** RE: Invoice for sample shipping cost

*See 10/8  
email*

No. Its PacAmp Phase II work by the way. MARKS landscape consultant need some soil from the berm, so got Alpha to ship the samples that they had.

Michael

---

**From:** Amy Coleman-Casias  
**Sent:** Monday, September 09, 2013 12:43 PM  
**To:** construction  
**Subject:** RE: Invoice for sample shipping cost

Michael-  
Did you pay these via credit card?

Amy

-----Original Message-----

**From:** construction  
**Sent:** Monday, July 22, 2013 12:57 PM  
**To:** Amy Coleman-Casias  
**Subject:** FW: Invoice for sample shipping cost

-----Original Message-----

**From:** ASC Lab [<mailto:ascorp@verizon.net>]  
**Sent:** Monday, July 22, 2013 12:50 PM  
**To:** construction; Michael Sellens  
**Subject:** Invoice for sample shipping cost

Hi Michael,

I just realized that we forgot sending you an invoice for the cost of sample delivery to MI. Attached please find that invoice. If it is too late for you to bill your client, please let me know. We will just absorb it then.

Thank you.

Roger

## Kathlyn Keife

---

**From:** Amy Coleman-Casias [acasias@cfsa.org]  
**Sent:** Tuesday, October 08, 2013 11:51 AM  
**To:** Kathlyn Keife; amyc6@live.com  
**Cc:** Sharon Augenstein; Debra Calavano; Elaine Kumamoto  
**Subject:** RE: Payment Authorization CFFA Inv # 1347  
**Attachments:** image001.jpg

Hi Kathlyn-

I have confirmed that this invoice for Alpha Scientific is for Pac Amp Phase 1. We will process payment to Alpha Scientific as soon as we receive the funds.

I am sorry for any confusion.

Amy Casias

---

**From:** Kathlyn Keife [KKeife@ocfair.com]  
**Sent:** Thursday, October 03, 2013 10:42 AM  
**To:** Amy Coleman-Casias; amyc6@live.com  
**Cc:** Sharon Augenstein; Debra Calavano; Elaine Kumamoto  
**Subject:** FW: Payment Authorization CFFA Inv # 1347

Hi Amy,

Per our conversation, you will confirm if this is Phase I or Phase II (as your attached email states). Based on the invoice date, I am pretty sure it is Phase I.  
We will hold off posting the ACH payment to you (or a check to them) until it is confirmed if we pay you or the vendor Alpha Scientific \$190.00.

Thank you,

Kathlyn Keife  
Accounting Supervisor  
[kkeife@ocfair.com](mailto:kkeife@ocfair.com)  
P: 714.708.1525  
[OCFEC Email Logo]  
<http://www.ocfair.com><<http://www.ocfair.com/>>

**From:** Debra Calavano [mailto:dcalavano@cfsa.org]  
**Sent:** Monday, September 23, 2013 10:01 AM  
**To:** Kathlyn Keife  
**Cc:** Amy Coleman-Casias; amyc6@live.com  
**Subject:** Payment Authorization

Hi Kathlyn,

Please find attached a Payment Authorization for Alpha Scientific Corp. Thank you!

Debra Calavano  
CFFA Administrative Assistant



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute 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: 001368  
Invoice Date: 10/11/2013  
Customer Code: 32nd  
Project: 03211031  
Pac Amp Renovation

Description	Amount
Project Funds Pay Auth for MAKE Inv# 16	2,858.81
	\$2,858.81

Check #: 73492  
Dated: 10/16/2013

*Thank you for your business!*

Questions: [acasias@cfsa.org](mailto:acasias@cfsa.org)

Net Invoice: \$2,858.81  
Sales Tax: 0.00  
Invoice Total: \$2,858.81



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

## Payment Authorization

Date: 10/1/2013

Amount: \$2,858.81

Vendor Name: MAKE Architecture

Invoice No.: 16

Invoice Date: 09/30/2013

Project No.: 03211031

Project Name: Pac Amp Phase I

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



2138 HYPERION AVE, STUDIO A  
 LOS ANGELES, CA, 90027  
 T: 323.669.0278 • F: 323.669.0282  
 WWW.MAKEARCH.COM

# Invoice

## 12010-16

Date 9/30/2013

Invoice Period
09/01/13-09/30/13

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

Item	Description	Monthly %	Qty/Hrs	Rate	Total %	Amount
CA	Construction Administration	8.1%		1,585.11	11.2%	1,585.11
	SUBTOTAL					1,585.11
add. service	additional services-ASL 3	0.6%		717.90	92.6%	717.90
add. service	additional services-ASL 4	0.7%		426.75	91.7%	426.75
add. service	additional services-ASL 5	0.5%		68.00	90.9%	68.00
	SUBTOTAL					1,212.65
REIMBURSABLE						
prints	8.5x11 black&white		261	0.49		127.89
prints	12x36 color		12	5.00		60.00
mileage	2 trips to project site		192	0.565		108.48
	SUBTOTAL					296.37
Reimb. Mark-up			296.37	0.15		44.46
<b>Invoice Total</b>						<b>\$3,138.59</b>

Architecture  
 2138 Hyperion Ave  
 Studio A  
 Los Angeles, CA 90027

• Interiors •

Furniture

t: 323.669.0278  
 f: 323.669.0282  
 admin@makearch.com

# Contractors Certification for Payment

California Fairs Financing Authority

1776 Tribute Road, Suite 100

Sacramento, CA 95815

(916) 263-6100

Fax (916) 263-6116

(No. 16 )

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: 9/1/2013 to 9/30/2013

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

Two Thousand Eight Hundred Fifty Eight Dollars and Eighty One Cents (\$ 2,858.81 )

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>466,347.51</u>
Retention (10%)	\$ <u>46,634.75</u>
Total Earned less Retention	\$ <u>419,712.76</u>
Total Reimbursable Expenses To Date	\$ <u>13,908.77</u>
Subtotal	\$ <u>433,621.53</u>
Less Previous Payments	\$ <u>430,762.72</u>
<b>CURRENT PAYMENT DUE</b>	\$ <u><b>2,858.81</b></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 \_\_\_\_\_ Date 9/30/2013

William Beuter, CEO

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

# Application for Payment

Sept 2013

Contractor Name		Project Name & Location		CFFA Project No.	CFFA Contract No.	Reporting Period	
MAKE Architecture		Pacific Amphitheatre Renovation		03211031		16 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	\$18,765.70	90.9%	\$168,891.27	0.8%	\$1,585.11
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	57.9%	\$13,567.94	1.5%	\$340.83
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	\$6,940.00	\$694.00	100%	\$6,246.00	-	0
8	ASL 3- Concurrent Berm Reconfig and Plaza	\$121,735.00	\$11,202.04	92.0%	\$100,818.36	0.6%	\$717.90
9	ASL4- Restroom Buildings	\$64,675.00	\$5,886.58	91.0%	\$52,979.30	0.7%	\$426.75
10	ASL5- Electrical Room and Enclosure	\$13,800.00	\$1,247.00	90.4%	\$11,223.00	0.5%	\$68.00
11	ASL6- Design Build Berm Planting Revisions	\$6,100.00	\$610.00	100%	\$5,490.00	-	0
<b>TOTALS</b>		<b>\$524,606.50</b>	<b>\$46,354.97</b>	<b>90.9%</b>	<b>\$430,762.72</b>	<b>0.6%</b>	<b>\$3,138.59</b>

**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 \$2,797.76

Retention ( 10 %) \$279.78

Reimbursable Expenses \$340.83

**AMOUNT DUE** **\$2,858.81**





# PAC AMP #15

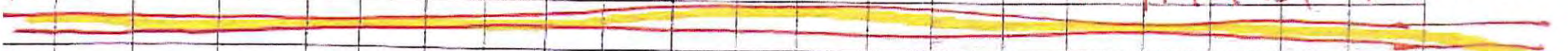
Date	8 1/2x11bw	8 1/2x11color	8 1/2x14bw	11x17bw	11x17color	18x17bw	12x24bw	12x36bw	18x14color	15x26bw	18x24bw	18x24color	18x36bw	18x36color	24x36bw	24x36color	30x42bw	30x42color	36x48bw	32x56color	
old 7/26	20																				
7/27	30																				
7/28	78																				
7/01	220										1	-									
7/02	59																				
7/03	7										26										
8/12	8																				
8/22	2																				
8/28	6																				
8/28	1																				
8/30	1																				
9/3	17																				
7/4	11																				
7/9	23																				
7/11	12																				
7/12	14																				

BILLED  
AUGUST  
INVOICE



AUGUST INVOICE

SEPTEMBER ↓



# **Joint Powers Authority**

**Invoices Paid July - October 2013  
CFFA Contractors  
Paid Directly from OCFEC**



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73490  
Dated: 10/16/2013

## Payment Authorization

Date: 9/25/2013 Amount: \$1,475.00

Vendor Name: Alpha Scientific Corporation

Invoice No.: CF309006

Invoice Date: September 12, 2013

Project No.: 03213031

Project Name: PacAmp 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

Michael P. Sellers

Project Manager

By E

Construction Manager

Amparicio

Accounting Administrator

CE

Managing Officer or Designee



**Alpha Scientific Corporation**  
Environmental Laboratories

**INVOICE**  
(No. CF309006)

Client: California Fair Service Authority  
Address: 1776 Tribute Road, Suite 100  
Sacramento, CA 95815  
  
Attention: Mr. Michael Sellens  
Project: PacAmp Phase II  
Project Site: Orange County Fair & Event Center  
P.O. No.:

Lab Job No.: CF309006  
Date Received: 09-04-2013  
Date Reported: 09-12-2013  
Date of Invoice: 09-12-2013

Analytical Service for 3 soil samples,

Quantity	Method	Analyses	Unit Price	Extended Price
3	EPA 8015M	TPH-g	25	75.00
3	EPA 8015M	TPH-d & o	30	90.00
3	EPA 8260B	VOCs by GC/MS	80	240.00
3	EPA 8270C	SVOCs by GC/MS	135	405.00
3	EPA 6010B/7471A	CAM Metals	80	240.00
3	EPA 8270-SIM	PAHs	100	300.00
1	EPA 8082	PCBs	55	55.00
1	EPA 8081A	Organochlorine Pesticides	70	70.00
<b>Total Amount:</b>				<b>1,475.00</b>

Note: If EDF is needed, please add 10% for EDF surcharge.



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

Check #: 73597  
Dated: 11/13/2013

## Payment Authorization

Date: 10/25/2013 Amount: \$1,475.00

Vendor Name: Alpha Scientific

Invoice No.: CF310010

Invoice Date: 10/21/2013

Project No.: 03213031

Project Name: OC 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

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee



**Alpha Scientific Corporation**  
Environmental Laboratories

**INVOICE**  
(No. CF310010)

Client: California Fair Service Authority  
Address: 1776 Tribute Road, Suite 100  
Sacramento, CA 95815

Lab Job No.: CF310010  
Date Received: 10-03-2013  
Date Reported: 10-14-2013  
Date of Invoice: 10-21-2013

Attention: Mr. Michael Sellens  
Project: PacAmp Phase II  
Project Site: Orange County Fair & Event Center  
P.O. No.:

Analytical Service for 3 soil samples,

Quantity	Method	Analyses	Unit Price	Extended Price
3	EPA 8015M	TPH-g	25	75.00
3	EPA 8015M	TPH-d & o	30	90.00
3	EPA 8260B	VOCs by GC/MS	80	240.00
3	EPA 8270C	SVOCs by GC/MS	135	405.00
3	EPA 6010B/7471A	CAM Metals	80	240.00
3	EPA 8270-SIM	PAHs	100	300.00
1	EPA 8082	PCBs	55	55.00
1	EPA 8081A	Organochlorine Pesticides	70	70.00
<b>Total Amount:</b>				<b>1,475.00</b>

Note: If EDF is needed, please add 10% for EDF surcharge.



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 73629  
Dated 11/14/2013

## Payment Authorization

Date: 10/25/2013 Amount: \$4,575.00

Vendor Name: Byer Geotechnical

Invoice No.: 40145

Invoice Date: 10/23/2013

Project No.: 03213031

Project Name: OC 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

October 23, 2013

## INVOICE FOR PROFESSIONAL SERVICES

Remit to:

### BYER GEOTECHNICAL, INC.

1461 E. Chevy Chase Drive, Suite 200 : Glendale, California 91206

818-549-9959 F: 818 543-3747

Tax I.D. #26-4208017

Orange County Fair & Event Center  
California Fairs Finance Authority  
1776 Tribute Road, Suite 220  
Sacramento, CA 95815  
Attention: David Freese

Invoice # 40145  
BG 21695  
Job Address: 100 Fair Drive, Costa  
Mesa

#### WORK PERFORMED:

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
October 15, 2013	GM	Observation of Lagging Placement for Piles, Project Geologist	7.50	150/hr	1,125.00
October 16, 2013	RSB	Site Observation, Project Engineer	4.00	150/hr	NO CHARGE
	GM	Observation of Tieback Anchor Stress Testing, Project Geologist	9.00	150/hr	1,350.00
October 17, 2013	HH	Observation of Tieback Stress Testing, Project Geologist	2.00	150/hr	300.00
	GM	Observation of Tieback Anchor Stress Testing, Project Geologist	5.00	150/hr	750.00
October 18, 2013	GM	Observation of Tieback Anchor Stress Testing, Project Geologist	7.00	150/hr	1,050.00
Total from current billing period				34.50	\$4,575.00
Previous balance					\$1,350.00
<b>Total Balance Due</b>					<b>\$5,925.00</b>

Please note that this is a bill for professional services and is due on presentation. Accounts which remain unpaid after 30 days will be subject to a service charge not to exceed 1% per month (yearly interest rate 12%). Under the Mechanic's Lien Law (California Civil Code, Sec. 3110 et. seq.), any contractor, subcontractor, lessor of equipment, architect, registered engineer, licensed land surveyor or



other person who helps to improve your property but is not paid for their work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen if you have paid your own engineer or contractor in full if the subcontractor, laborer, or supplier remains unpaid. Observations during construction are billed at the prevailing hourly rates and are not included as part of any preliminary exploration.



BYER GEOTECHNICAL, INC.

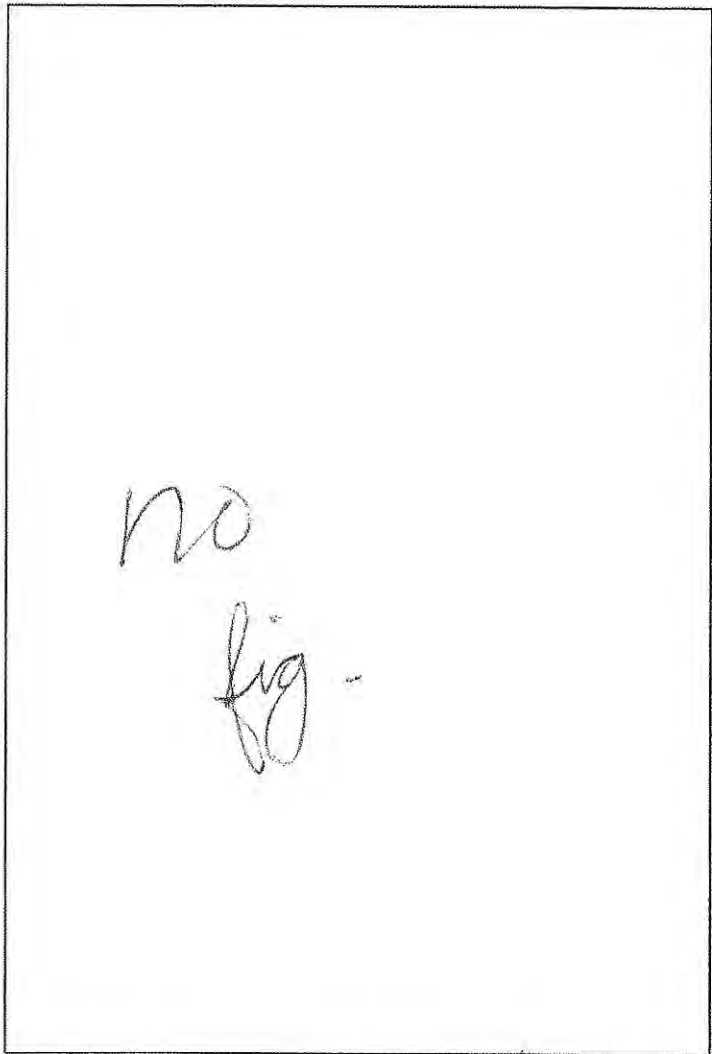
### NOTICE OF FIELD OBSERVATION

CLIENT: AWI DATE: 10/15/13 TIME: 09:00am BG# 21695  
 LOCATION: 100 Fair drive, Costa Mesa fair grounds.  
 REQUESTED BY: Kim MET WITH: Kim  
 SPECIAL CONDITIONS: Sunny (hot, breeze)

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: lagging placement for the back testing of mach piles

APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       DISAPPROVED       SEE BELOW



GENERAL CONDITIONS OF APPROVAL:  
Today's work included  
the placement of lagging  
for piles 23, 24, 3, 4  
in loc of slurry they  
opted to use compacted  
fill on the back side  
of the lagging. all soil  
placed was compacted  
and approved. work will  
continue wed. 10/16/13  
with testing of the  
backs. Nothing follows.

ADDITIONAL SITE VIST(S):  REQUIRED  NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC: gam  
 HOURS: 7.5hr (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Kim (AWI trailer)



BYER GEOTECHNICAL, INC.

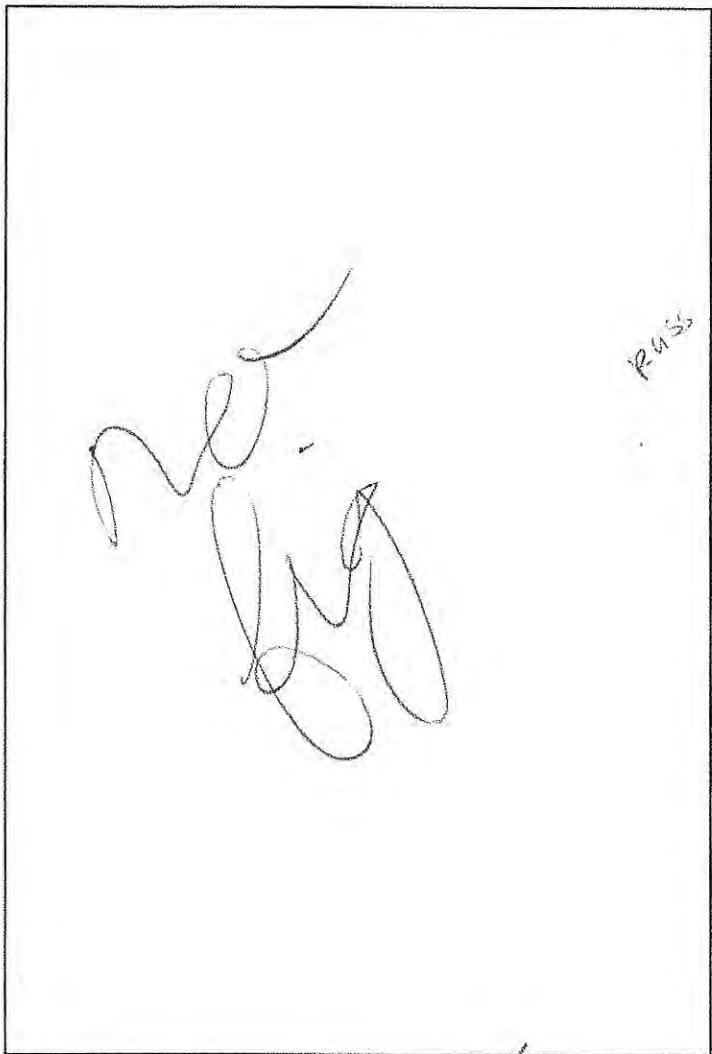
### NOTICE OF FIELD OBSERVATION

CLIENT: AWI DATE: 10/16/12 TIME: 07:00am BG# 21695  
 LOCATION: 100 Fair Road, Costa Mesa  
 REQUESTED BY: Kim MET WITH: Kim  
 SPECIAL CONDITIONS: Sunny (hot, breeze)

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: Tie back anchor testing.

APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       ~~DISAPPROVED~~       ~~SEE BELOW.~~



GENERAL CONDITIONS OF APPROVAL:  
 today's work included  
 testing of tie backs for  
 standard creep and 150% stress  
 test. Results follows

	psi	1hr	1hr	max
T.B. 24 Creep test	2650 psi	6.256	6.258	0 < 0.04
- 24, 150% test	3.000	6.723	6.731	0 < 0.08
T.B. 23 Creep test	2650 psi	7.410	7.409	< 0.04
150% (10 min test)	3000 psi	8.065	8.077	< 0.08

- tie backs 23, 24 both  
 passed creep and 150% (10 min)  
 tests

ADDITIONAL SITE VIST(S):  REQUIRED       ~~NOT REQUIRED~~  
 FOR BYER GEOTECHNICAL, INC.: \_\_\_\_\_  
 HOURS: 9hr (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: \_\_\_\_\_



BYER GEOTECHNICAL, INC.

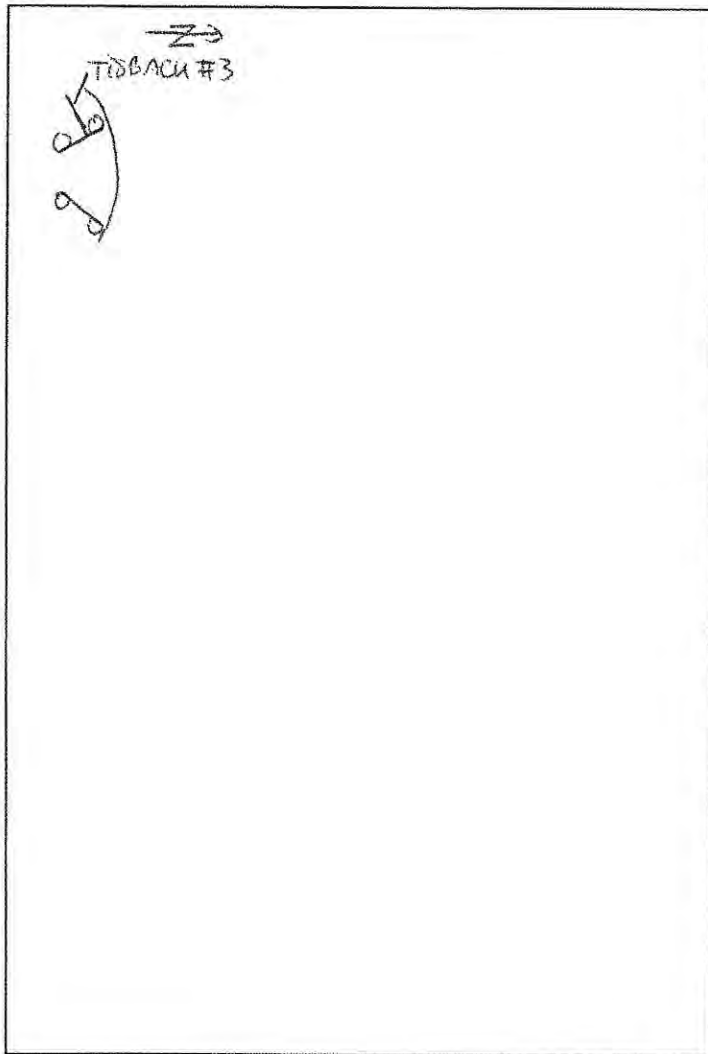
# NOTICE OF FIELD OBSERVATION

CLIENT: CPPA - ORANGE COUNTY FAIR DATE: 10-17-13 TIME: 1 PM BG# 21695  
 LOCATION: 100 FAIR DRIVE - COSTA MESA  
 REQUESTED BY: ALAN / DAVID MET WITH: ALAN  
 SPECIAL CONDITIONS: \_\_\_\_\_

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: TIEBACK - PILOT TESTING

APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       DISAPPROVED       SEE BELOW



### GENERAL CONDITIONS OF APPROVAL:

UNDESIGNED OBSERVATION STRESS TEST  
OF TIEBACK ADJACENT TO PILE #3.  
FROM 100% TO 120% OF DESIGN  
LOAD (TOOK OVER FROM GRABSON).

	LENGTH OF TEST	INITIAL LENGTH (IN)	FINAL LENGTH (IN)	MOVEMENT (IN)
AL	10 MIN	0.153	0.153	0.000
25	10 MIN	0.486	0.484	-.002
50	30 MIN	1.166	1.159	-.007
75	30 MIN	1.187	1.790	-.603
100	45 MIN	2.357	2.339	-.022
120	60 MIN	3.036	3.018	-.018

133 - 5 HR TEST - TO BE DONE TOMORROW.

TIEBACK MOVEMENTS DURING TEST SO FAR ARE WITHIN PUN SPECIFICATIONS.

ADDITIONAL SITE VIST(S):  REQUIRED       NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC.: PLANS HOUR CO# 2544  
 HOURS: 2 (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: ALAN



BYER GEOTECHNICAL, INC.

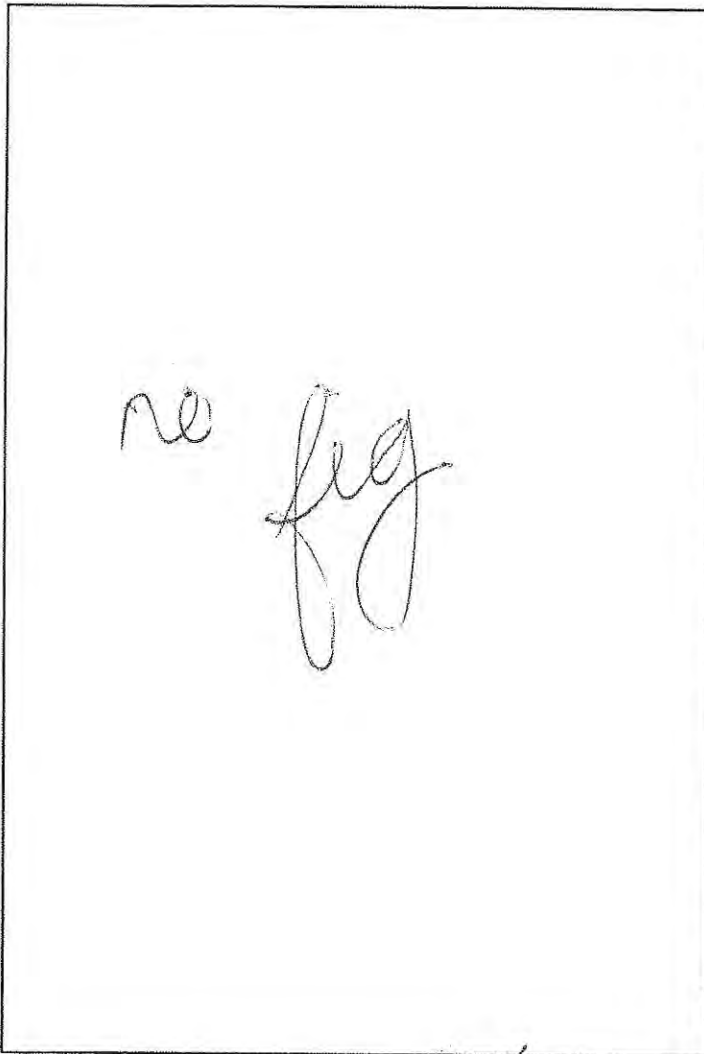
### NOTICE OF FIELD OBSERVATION

CLIENT: AWI DATE: 10/17/13 TIME: 08:00am BG# 21695  
 LOCATION: 100 Fair Road, Costa Mesa (Fair Grounds)  
 REQUESTED BY: Kim MET WITH: Kim / Dakota drilling  
 SPECIAL CONDITIONS: Sunny (warm-hot, breeze)

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: Tie back anchor tests (extended creep test, 150% test)

- APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       DISAPPROVED       SEE BELOW



#### GENERAL CONDITIONS OF APPROVAL:

Today's work included  
tie back testing (extended  
creep and 150% test) for  
t.b number 3 @ 1:00pm took  
leaving for test and had  
Chris will take over the  
remainder of the test.

ADDITIONAL SITE VIST(S):  REQUIRED       NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC: Graeme Matevosian - dam  
 HOURS: 5hr (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Kim (main office)



BYER GEOTECHNICAL, INC.

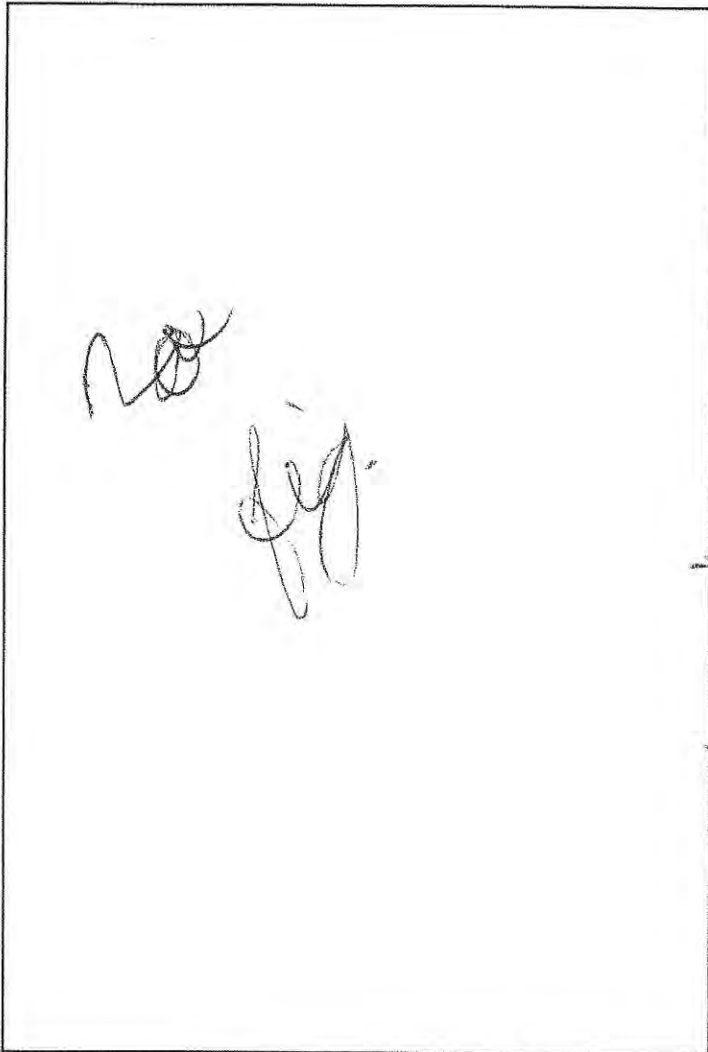
# NOTICE OF FIELD OBSERVATION

CLIENT: AWI DATE: 10/18/13 TIME: 0800am BG# 21696  
 LOCATION: 100 Fair Road, Costa Mesa (Fair Ground)  
 REQUESTED BY: Kim MET WITH: Kim, Kathleen  
 SPECIAL CONDITIONS: Sunny (hot arena)

(WEATHER, JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

WE HAVE OBSERVED THE: Tie back testing (extended creep test, performance test)

APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       DISAPPROVED       SEE BELOW



### GENERAL CONDITIONS OF APPROVAL:

Today's testing is a  
 extended creep test continued  
 from 10/17/13. This test  
 results are: ~~initial~~

T.B	time	in	final	Pass/fail
3	300min	3.70in	3.41in	PASS*

total movement 0.29in

Next test was a performance  
 test done on T.B 3 here  
 are the results:

T.B	time	initial	final	Pass/fail
3	10min	2.705	2.697	PASS

\* Passing movement 0.008in

next is the 150% test:

T.B	time	initial	final	Pass/fail
3	10min	3.404	3.411	PASS

\* Passing movement 0.04

All test today were per  
 plan and passed showing  
 little to no movement.  
 nothing follows

ADDITIONAL SITE VIST(S):  REQUIRED       NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC.: Graeson Matevosian - gmm  
 HOURS: The (2 HOUR MINIMUM CHARGE) NOTICE LEFT WITH: Kim (main office)



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 72463  
Dated: 07/03/2013

## Payment Authorization

Date: May 13, 2013 Amount: \$ 580.40

Vendor Name: HMR Architects

Invoice No.: 1789

Invoice Date: May 2, 2013

Project No.: 032-13031

Project Name: Pac Amp Bern (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

*Michael P. Sellers*

Project Manager

*Bryan Eaker*

Construction Manager

*Amorcasias*

Accounting Administrator

*[Signature]*

Managing Officer or Designee

**HMR Architects, Inc.**

2130 21st Street  
Sacramento, CA 95818-  
Tel: 916-736-2724 Fax: 916-736-0610



**Invoice**

Mr. David Freese, Project Manager  
CFFA  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

**Invoice Date:** May 2, 2013  
**Invoice Num:** 1789  
**Billing Through:** Apr 30, 2013

**Pacific Amphitheater and Festival Grounds Site Improvements, Costa Mesa**  
**Project: 13009**

**Architectural**

**Contract Amount:** \$4,500.00      **Amount Billed:** \$575.00      **Amount Remaining:** \$3,925.00

Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
4/20/2013	FAWKES	Project Manager	5.00	\$115.00	\$575.00
<b>Total Services:</b>					<b>\$575.00</b>
<b>Project (13009:04) Total Amount Due:</b>					<b>\$575.00</b>

**Reimbursable Expenses**

**Contract Amount:** \$200.00      **Amount Billed:** \$5.40      **Amount Remaining:** \$194.60

3/8/2013	ARC Northern California	Printing	1.00		\$5.40
<b>Total Expenses:</b>					<b>\$5.40</b>
<b>Project (13009:REIMBU) Total Amount Due:</b>					<b>\$5.40</b>
<b>Amount Due This Invoice:</b>					<b>\$580.40</b>

*OK To Pay  
1/2 5-15-13*

*This Invoice is Due Net 30 Days*

**\*\*THANK YOU FOR YOUR BUSINESS\*\***





PROJECT EXPENSE NO. 70568

PROJECT EXPENSE DATE 03/08/13

WORK ORDER# 70568

SOLD TO: Cust# 4466  
HMR Architects Inc. - FM  
2130 21st Street  
Sacramento, CA 95818

SHIP TO: Cust# 4466  
HMR Architects Inc. - FM  
2130 21st Street  
Sacramento, CA 95818

JOB DUE: 03/08/13 at 12:00AM

FM

CONTACT scottp		PHONE	PURCHASE ORDER# 13009		SALES REP RANDALL ABBOTT				
JOB# 13009		JOB NAME			BILLER Alison Gordon				LOC 090
OP CODE	DESCRIPTION	NO. OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UM	UNIT PRICE	AMOUNT	
3029	B&W 8.5X11	1	1		1	EA	0.1500	0.15	
3036	COLOR PRINT 8.5X11	4	1		4	EA	1.1000	4.40	
----- ORDER NOTES -----									
For the period 02/12/13 to 03/08/13									

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
4.55		0.36	4.91		4.91

**TERMS:** Net 30 Days  
Please Remit To: ARC P.O. Box 192224 San Francisco, CA 94119-2224 (916) 443-1322

Invoices undisputed for 45 days are final.

*+10% = 5.40*



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 72463  
Dated: 07/03/2013

## Payment Authorization

Date: 6/12/2013 Amount: \$4,119.60

Vendor Name: HMR Architects, Inc.


Invoice No.: 1820 Should read invoice # 1808

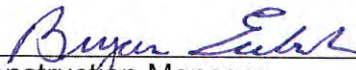
Invoice Date: 6/3/2013

Project No.: 03213006

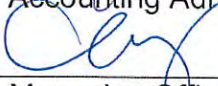
Project Name: OC PacAmp Phase II

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

Should have  
been billed to  
03213031  
Tour Entry.

ap

# HMR Architects, Inc.

2130 21st Street  
Sacramento, CA 95818-  
Tel: 916-736-2724 Fax: 916-736-0610



## Invoice

Mr. David Freese, Project Manager  
CFFA  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

**Invoice Date:** Jun 3, 2013  
**Invoice Num:** 1808  
**Billing Through:** May 31, 2013

### Pacific Amphitheater and Festival Grounds Site Improvements, Costa Mesa Project: 13009

#### Reimbursable Expenses

**Contract Amount:** \$200.00      **Amount Billed:** \$200.00      **Amount Remaining:** \$0.00

#### Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
<u>Reimbursable Expenses:</u>					
5/9/2013	Signature Reprographics	Printing	1.00		\$254.00
<b>Total Expenses:</b>					<b>\$254.00</b>
<b>Project (13009:REIMBU) Total Amount Due:</b>					<b>\$194.60</b>

#### Architectural

**Contract Amount:** \$4,500.00      **Amount Billed:** \$4,500.00      **Amount Remaining:** \$0.00

#### Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
5/4/2013	FAWKES	Project Manager	34.25	\$115.00	\$3,938.75
<b>Total Services:</b>					<b>\$3,938.75</b>
<b>Project (13009-01:) Total Amount Due:</b>					<b>\$3,925.00</b>
<b>Amount Due This Invoice:</b>					<b>\$4,119.60</b>

*This invoice is Due Net 30 Days*

**\*\*THANK YOU FOR YOUR BUSINESS\*\***



phone: 916.454.0800  
 fax: 916.438.2989

INVOICE

Page 1  
 Invoice Number 0000191063  
 Invoice Date 5/9/2013 2:18:36PM  
 Order Number 191063  
 Customer 0000000044  
 Apply To

LL

Bill To:  
 HMR ARCHITECTS, INC.  
 2130 21ST ST  
 SACRAMENTO CA 95818

Ship To:  
 HMR ARCHITECTS, INC.  
 2130 21ST ST  
 SACRAMENTO CA 95818

Project Name: PAC AMPH		Name: PHASE II		Customer PO: #13009		
Ordered By: BRYAN		Terms: Net 30 days		Tax: Sacramento City		
Num	Num	Qty/	Description	Size	Price	Amount
	154		PDF File Processing		0.6000	92.40
154	3	462	Oce 1:1 Copies - Bond	18x 24	0.0770	106.72
	3		Stapling - per set		0.5000	1.50
	3		Paper Black Edge Binding		0.7500	2.25
	1		Pick-up / Delivery		4.0000	4.00
	1		Fuel Surcharge		5.9500	5.95

REQUESTED 5/6/13

Please remit payment to:  
 Signature Reprographics  
 620 Sunbeam Avenue  
 Sacramento, CA 95811  
 Ph (916) 454-0800  
 Fax (916) 438-2989



Sub Total: \$ 212.82  
 Discount: \$  
 Freight: \$  
 Sales Tax: \$ 18.09  
 Payments: \$  
 Balance Due: \$ 230.91

A Finance Charge of 1.5% Per Month Will Be Assessed On Balances Over 30 Days.

Customer Copy

+10% = 254.00



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73499  
Dated: 10/16/2013

## Payment Authorization

Date: 10/01/2013 Amount: \$9,541.44

Vendor Name: HMR Architects

Invoice No.: 1858

Invoice Date: 07/09/2013

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

# HMR Architects, Inc.

2130 21st Street  
Sacramento, CA 95818-  
Tel: 916-736-2724 Fax: 916-736-0610

## Invoice

Mr. David Freese, Project Manager  
CFFA

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

Invoice Date: Jul 9, 2013

Invoice Num: 1858

Billing Through: Jun 30, 2013

### Phase II Engineering Peer Review & Value Engineering Assistant, Pacific Amphitheater, Costa Mesa Project: 13009-002

#### Engineering Constructability Review

<b>Contract Amount:</b> \$10,750.00	<b>Amount Billed:</b> \$9,360.00	<b>Amount Remaining:</b> \$1,390.00
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#### Consultants:

5/13/2013	Allied Langdon	Civil Consultants	1.00	\$1,860.00
5/20/2013	Chase Electrical Engineering	Electrical Consultants	1.00	\$2,500.00
5/29/2013	ZFA Structural Engineers	Structural Consultants	1.00	\$2,500.00
5/31/2013	Sacramento Engineering Consultants	Mechanical Consultants	1.00	\$2,500.00

Total Expenses: \$9,360.00

Project (13009-002:01) Total Amount Due: \$9,360.00

#### Value Engineering Assistant Services

<b>Contract Amount:</b> \$1,500.00	<b>Amount Billed:</b> \$0.00	<b>Amount Remaining:</b> \$1,500.00
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Project (13009-002:02) Total Amount Due: \$0.00

#### Division 00 and 01 Front End Review & Assistant

<b>Contract Amount:</b> \$2,000.00	<b>Amount Billed:</b> \$115.00	<b>Amount Remaining:</b> \$1,885.00
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#### Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
6/1/2013	FAWKES	Project Manager	1.00	\$115.00	\$115.00

Total Services: \$115.00

Project (13009-002:03) Total Amount Due: \$115.00

#### Reimbursable Expenses

<b>Contract Amount:</b> \$350.00	<b>Amount Billed:</b> \$66.44	<b>Amount Remaining:</b> \$283.56
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#### Reimbursable Expenses:

5/9/2013	ARC Northern California	Printing	1.00	\$6.62
5/7/2013	United Parcel Service	Special Mailings	1.00	\$8.92
5/7/2013	United Parcel Service	Special Mailings	1.00	\$8.92

# HMR Architects, Inc.

2130 21st Street  
Sacramento, CA 95818-  
Tel: 916-736-2724 Fax: 916-736-0610

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## Invoice

Mr. David Freese  
CFFA  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

**Invoice Date:** Jul 9, 2013  
**Invoice Num:** 1858  
**Billing Through:** Jun 30, 2013

**Phase II Engineering Peer Review & Value Engineering Assistant, Pacific Amphitheater, Costa Mesa**  
**Project: 13009-002**

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**Reimbursable Expenses:**

5/7/2013	United Parcel Service	Special Mailings	1.00	\$8.92
6/10/2013	ARC Northern California	Printing	1.00	\$33.06

**Total Expenses:**           \$66.44

**Project (13009-002:REIMBU) Total Amount Due:**           \$66.44

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**Amount Due This Invoice:**           **\$9,541.44**

*This Invoice is Due Net 30 Days*

**\*\*THANK YOU FOR YOUR BUSINESS\*\***



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

1776 Tribute Road, Suite 100  
Sacramento, CA 95815

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

Check #: 73499  
Dated: 10/16/2013

## Payment Authorization

Date: 10/01/2013 Amount: \$3,276.79

Vendor Name: HMR Architects

Invoice No.: 1875

Invoice Date: 08/06/2013

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



# HMR Architects, Inc.

2130 21st Street  
Sacramento, CA 95818-  
Tel: 916-736-2724 Fax: 916-736-0610

## Invoice

Mr. David Freese, Project Manager  
CFFA  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

Invoice Date: Aug 6, 2013  
Invoice Num: 1875  
Billing Through: Jul 31, 2013

### Phase II Engineering Peer Review & Value Engineering Assistant, Pacific Amphitheater, Costa Mesa Project: 13009-002

#### Engineering Constructability

Contract Amount: \$10,750.00	Amount Billed: \$10,750.00	Amount Remaining: \$0.00
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#### Professional Services:

Date	Employee	Description	Units	Rate	Amount
5/18/2013	FAWKES	Project Manager	12.50	\$115.00	\$1,437.50
Total Services:					\$1,390.00
Project (13009-002:01) Total Amount Due:					\$1,390.00

#### Value Engineering Assistant Services

Contract Amount: \$1,500.00	Amount Billed: \$0.00	Amount Remaining: \$1,500.00
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Project (13009-002:02) Total Amount Due: \$0.00

#### Division 00 and 01 Front End Review & Assistant

Contract Amount: \$2,000.00	Amount Billed: \$2,000.00	Amount Remaining: \$0.00
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#### Professional Services:

Date	Employee	Description	Units	Rate	Amount
5/11/2013	FAWKES	Project Manager	2.00	\$115.00	\$230.00
6/1/2013	FAWKES	Project Manager	15.00	\$115.00	\$1,725.00
Total Services:					\$1,885.00
Project (13009-002:03) Total Amount Due:					\$1,885.00

#### Reimbursable Expenses

Contract Amount: \$350.00	Amount Billed: \$68.23	Amount Remaining: \$281.77
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#### Reimbursable Expenses:

Date	Employee	Description	Units	Rate	Amount
7/16/2013	ARC Northern California	Printing	1.00		\$1.79
Total Expenses:					\$1.79
Project (13009-002:REIMBU) Total Amount Due:					\$1.79

Amount Due This Invoice: **\$3,276.79**

*This Invoice is Due Net 30 Days*

**\*\*THANK YOU FOR YOUR BUSINESS\*\***

# HMR Architects, Inc.

2130 21st Street  
Sacramento, CA 95818-  
Tel: 916-736-2724 Fax: 916-736-0610

---

## Invoice

CFFA  
1776 Tribute Road, Suite 100  
Sacramento, CA 95815

**Invoice Date:** Aug 6, 2013  
**Invoice Num:** 1875  
**Billing Through:** Jul 31, 2013

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### Account Summary

Billed To Date	Paid To Date	Balance Due
\$12,818.23	\$0.00	\$12,818.23



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

Check #: 73627  
Dated: 11/13/2013

## Payment Authorization

Date: 10/25/2013 Amount: \$3,045.00

Vendor Name: Willdan Geotechnical

Invoice No.: 02210817

Invoice Date: 10/17/2013

Project No.: 03213031

Project Name: OC 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 FAIR FINANCING AUTHORITY**  
1776 TRIBUTE ROAD, SUITE 100  
SACRAMENTO CA 95815

**ATTN: DAVID FREESE**

**Invoice # :** 02210817  
**Invoice Date :** 10/17/2013  
**Project :** 102063  
**Invoice Group :** \*\*

**Client Ref # :**

**Project Name :** CFFA, PAC AM PHASE II

**For Professional Services Rendered from 8/26/2013 through 9/27/2013**

GEOTECHNICAL AND MATERIAL INSPECTION & TESTING, PACIFIC AMPHITHEATRE PHASE II, ORANGE COUNTY FAIR, COSTA MESA, CA

<b>Time at Hourly Rates</b>	2,857.50
<b>Expenses</b>	187.50
<b>Current Billing Amount</b>	<u>3,045.00</u>
<b>Amount Due This Invoice</b>	<u><u>3,045.00</u></u>

Contract Amount	13,300.00
Previously Billed	0.00
Total This Invoice	3,045.00
Billed To Date	3,045.00
Contract Balance	10,255.00

### Open Invoice

Number	Date	Amount	Balance
<b>Total Due:</b>			

### Aged Balances

1 - 30	31 - 60	61 - 90	Over 90	Unallocated
0.00	0.00	0.00	0.00	0.00

**Remit To: Willdan Geotechnical**  
2401 E Katella Ave Suite 300  
Anaheim, CA 92806  
**Questions? Please call Billing at (714) 940-6300**



**Project : 102063 -- CFFA, PAC AM PHASE II**

**Invoice # : 02210817**

**Phase : 3000 -- GEOTECHNICAL SERVICES**

**Rate Schedule Labor**

<u>Class Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
MATERIAL TESTING OPERATIONS MANAGER	0.50	155.00	77.50
PRINCIPAL ENGINEER	5.00	190.00	950.00
SOILS TECHNICIAN I - (Concrete Sampling)	5.00	90.00	450.00
SR STAFF ENGINEER – (Pile Drilling)	11.50	120.00	1,380.00
<b>Rate Schedule Labor</b>			<b>2,857.50</b>

**Unit Pricing Expenses (Rate)**

<u>Laboratory and Others</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
Field Vehicle Usage	10.50	5.00	52.50
Reports – Test Results	1.00	10.00	10.00
Conc Cylinders 6" x 12"-Compr ASTM	4.00	20.00	80.00
Pick Up and Delivery - Standard	1.00	45.00	45.00
<b>Unit Pricing (Rate)</b>			<b>187.50</b>

**Total Phase : 3000 -- GEOTECHNICAL SERVICES**

**Labor : 2,857.50**  
**Expense : 187.50**

**Total Project: 102063 -- CFFA, PAC AM PHASE II**

**3,045.00**



## **Board of Directors Agenda Report**

MEETING DATE: NOV. 21, 2013 ITEM NUMBER: 9A

**SUBJECT:** Committee / Task Force / Liaison Reports

**DATE:** November 15, 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: NOV. 21, 2013 ITEM NUMBER: 9B

**SUBJECT:** Review and Approve Financial Terms and Conditions for Proposed Outdoor Market Place Agreement

**DATE:** November 15, 2013

**FROM:** Doug Lofstrom, CEO

**PRESENTATION BY:** Doug Lofstrom, CEO

---

### **RECOMMENDATION**

Review and approve Tel-Phil Negotiating Team's recommended financial terms and conditions.

### **BACKGROUND**

The Tel-Phil Negotiating Team will present their recommended key financial terms and conditions to the Board of Directors during Closed Session. The Board of Directors will then consider approval of those key financial terms and conditions publicly during discussion of Governance item 9B.



## **Board of Directors Agenda Report**

MEETING DATE: NOV. 21, 2013 ITEM NUMBER: 9C

**SUBJECT:** Review and Approve 2014 OCFEC Operating Budget

**DATE:** November 15, 2013

**FROM:** Doug Lofstrom, Chief Executive Officer

**PRESENTATION BY:** Doug Lofstrom, Chief Executive Officer

---

The 2014 OCFEC Operating Budget will be presented as part of the December Board meeting agenda.





## **Board of Directors Agenda Report**

MEETING DATE: NOV. 21, 2013 ITEM NUMBER: 9D

**SUBJECT:** Revise Article IV, Section 5, of the Bylaws of the 32<sup>nd</sup> District Agricultural Association Regarding Vacancies on the Board of Directors

**DATE:** November 15, 2013

**FROM:** Doug Lofstrom, CEO

**PRESENTATION BY:** Doug Lofstrom, CEO

---

### **RECOMMENDATION**

Adopt recommended revision to Article IV, Section 5, of the Bylaws of the 32<sup>nd</sup> District Agricultural Association regarding vacancies on the Board of Directors.

### **BACKGROUND**

Article IV, Section 5 of the Bylaws of the 32<sup>nd</sup> District Agricultural Association currently states:

***Vacancies:*** *A vacancy in any elected or appointed office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.*

According to California Department of Food and Agriculture Code, Section 3959, the directors shall be appointed by the Governor.

Thus, staff recommends that Article IV, Section 5 be revised to state:

***Vacancies:*** *A vacancy because of death, resignation, removal, disqualification, or otherwise, shall be filled at the sole discretion of the Office of the Governor for the unexpired portion of the term.*