



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

NOTICE OF MEETING
32ND District Agricultural Association
OCFEC Board of Directors
Thursday, February 27, 2014
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 Ali Jahangiri, Member
Joyce Tucker, Member Nick Berardino, Member
Kristina Dodge, Member Gerardo Mouet, Member

Secretary-Treasurer
Doug Lofstrom
Chief Executive Officer, OCFEC

32nd DAA Counsel
Roger Grable
Manatt, Phelps and Phillips

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

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

AGENDA

1. CALL TO ORDER

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

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

3. PLEDGE OF ALLEGIANCE

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

5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES

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

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

7. MINUTES:

A. Board Meeting held January 23, 2014

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-27-14TR; SA-28-14PS

B. Amendments: SA-23-14CF (Amend. #1); SA-01-09TR (Amend. #5); SA-82-09FV (Amend. #7)

C. Interagency Agreements: none

D. Letters of Understanding: none

E. Rental Agreements: R-054-14; R-055-14; R-089-14; R-090-14; R-094-14; R-100-14; R-101-14; R-102-14; R-133-14

F. Active Joint Powers Authority Agreements: 03214009; 03214010

-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. Organizational Needs Assessment Update

Information Item

C. Veterans Exhibit Planning Process

Action Item

D. District Attorney Investigation Update

Information Item

10. CLOSED SESSION (Closed to the Public)

A. Lease Negotiations with Tel-Phil Enterprises – Pursuant to the provisions of Government Code Section 11126(c)(7) the Board of Directors will meet in closed session to advise its negotiators, Douglas La Belle and Stan Tkaczyk, with respect to the terms and conditions of the lease of a portion of the Orange County Fairgrounds known as Main Parking Lot A with Tel Phil Enterprises, Inc. Negotiations would be conducted with Jeffrey Teller of Tel Phil Enterprises, Inc or his representatives.

B. Pending Litigation – Pursuant to the provisions of Government Code Section 11126(e)(1) the board will meet with legal counsel for the purpose of considering whether or not to initiate litigation.

- C. Pending Litigation - Pursuant to the provisions of Government Code Section 11126(e)(2)(B) the Board will meet in Closed Session to confer with legal counsel with regard to a matter involving pending litigation related to the proposed sale of the fairgrounds.
- D. Lease Negotiations with Orange Coast College – Pursuant to the provisions of Government Code Section 11126(c)(7) the Board of Directors will meet in closed session to consider a proposed lease of a portion of the Orange County Fairgrounds at the corner of Fairview and Arlington for the construction of a parking structure. The negotiator for the Association is Doug Loftstrom.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: MARCH 27, 2014

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: 3:30 p.m. February 14, 2014



The following financial reports as of December 31, 2013 are enclosed for your reference.

Statement of Cash Flows

As of December 31, 2013, OCFEC's cash on hand is \$27,433,432, an increase of \$4,625,985 during 2013. Operating activities have resulted in a net cash inflow of \$9,707,038 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$5,081,053 to date.

Balance Sheet

There are no significant changes to the balance sheet.

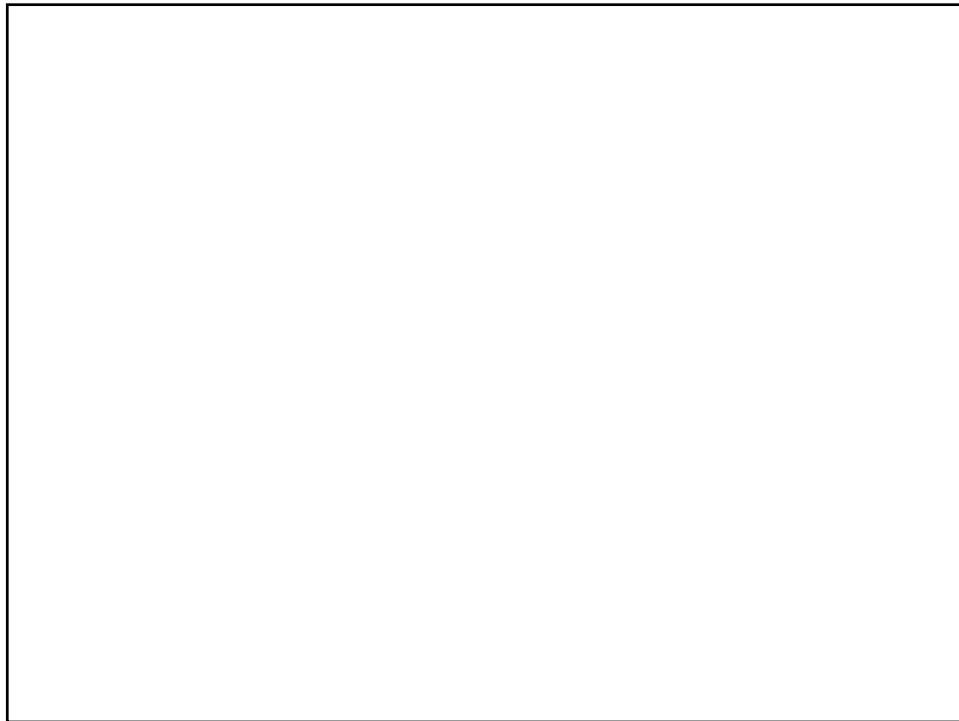
Income Statement

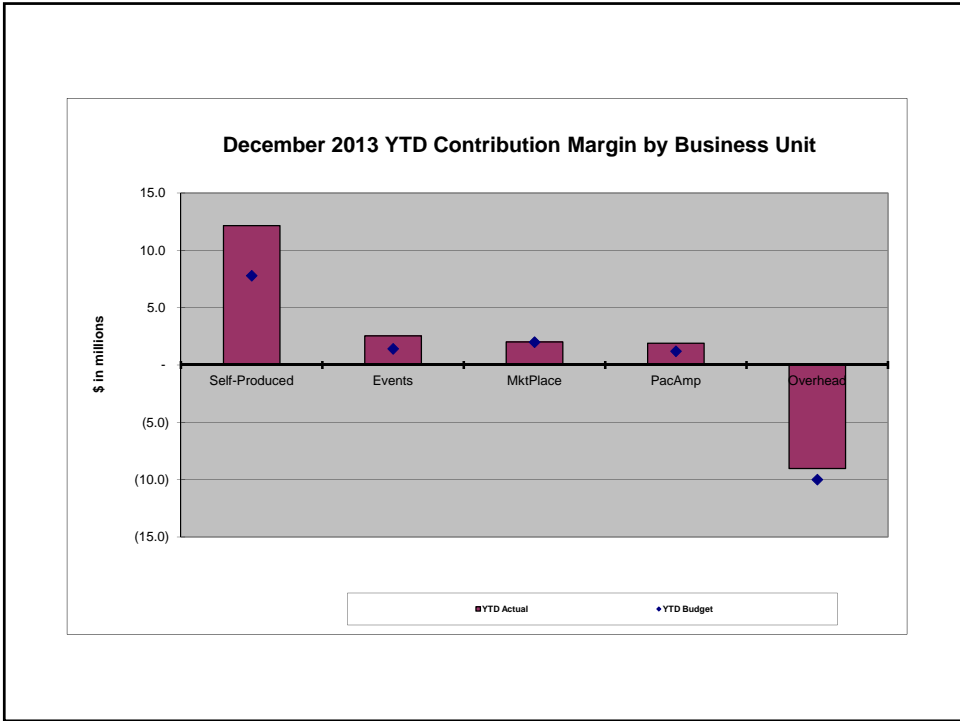
December 2013 year-to-date revenues exceed expenses by \$6,595,812, which is favorable to the budgeted net proceeds of (\$566,346) by \$7,162,158.

Total year-to-date revenues of \$37,235,749 are favorable to budget by \$5,469,959 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 \$726K and Event Services Rental of Facilities Revenue exceeds budget by \$268K.

Total year-to-date operating expenses of \$27,391,152 are favorable to budget by \$1,617,963. Expenses in most major categories are below or close to budget. Payroll and Related expense is favorable to budget by \$1.3M due primarily to unfilled positions and less than anticipated employee benefits expense. Professional Services Expense is favorable to budget by \$323K primarily due to some expenses budgeted under Professional Services but charged to accounts under Facility and Related Expense and the discontinuance of Block Party (\$113K). Supplies and Equipment expense exceeds budget by \$288K primarily due to increases in production costs (sound and video) for the Pac Amp, Hangar and ASA.

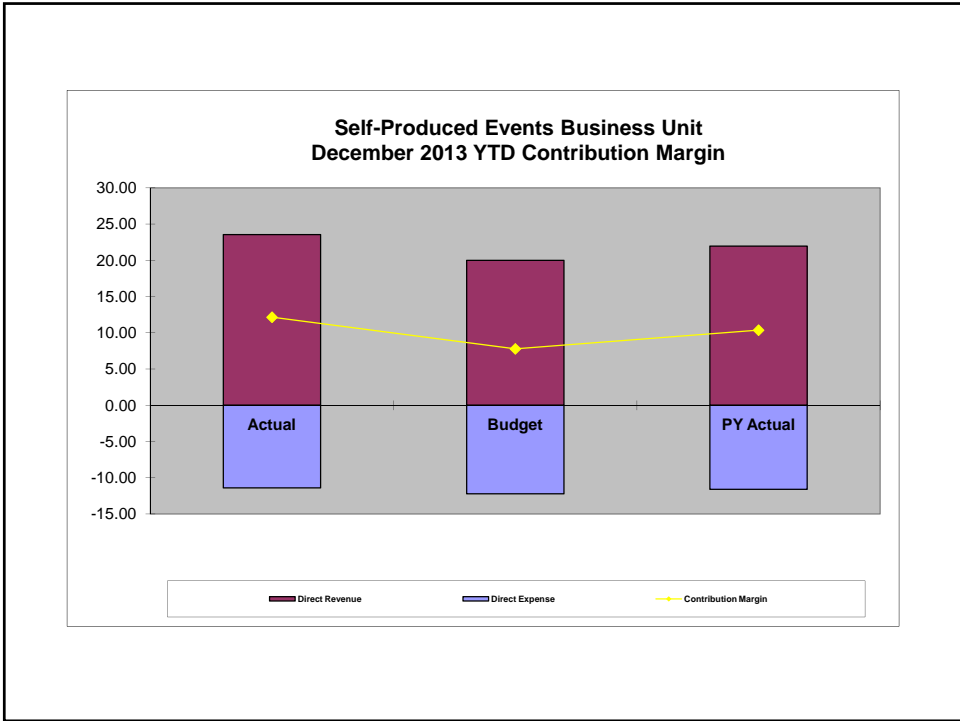
32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results
As of December 31, 2013





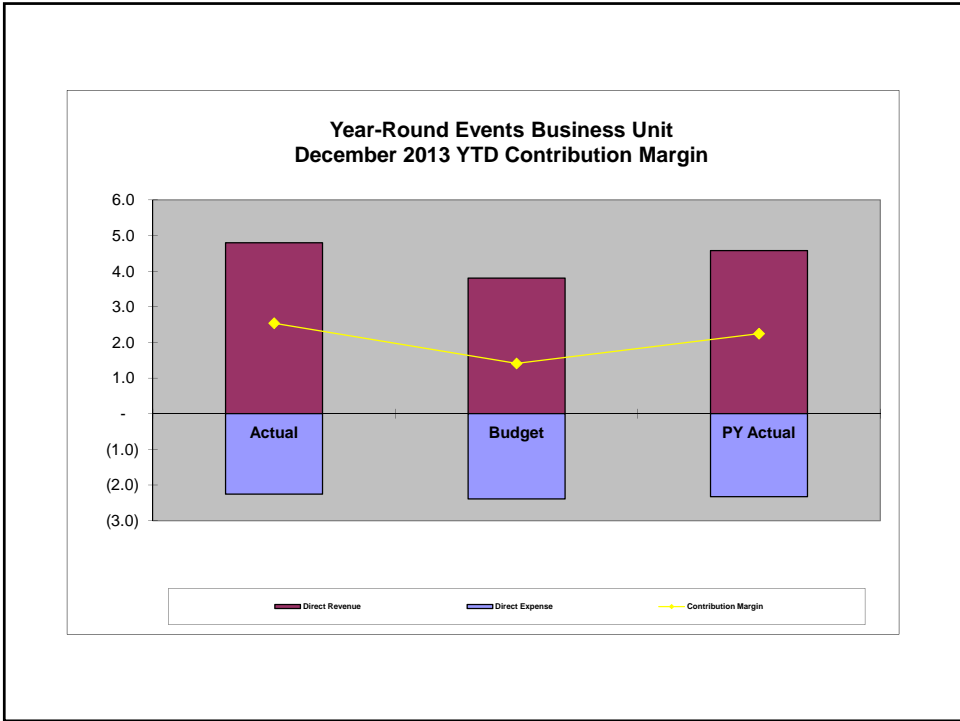
**OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of December, 2013**

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Contribution Margins:				
Self-Produced Events Business Unit	12.2	7.8	10.4	7.8
Events Business Unit	2.5	1.4	2.2	1.4
MarketPlace Business Unit	2.0	2.0	1.8	2.0
Pacific Amphitheatre Business Unit	1.9	1.2	1.9	1.2
Total Business Unit Contribution Margin	18.6	12.4	16.3	12.4
Net Overhead Expense (Cash)	(9.0)	(10.0)	(8.2)	(10.0)
Net Cash Provided (Used) Subtotal	9.6	2.4	8.2	2.4
Capital Expenditures	(5.1)		(3.7)	(11.2)
Balance Sheet Changes	0.1		0.7	-
Net Increase (Decrease) in Cash	4.6	2.4	5.2	(8.8)



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

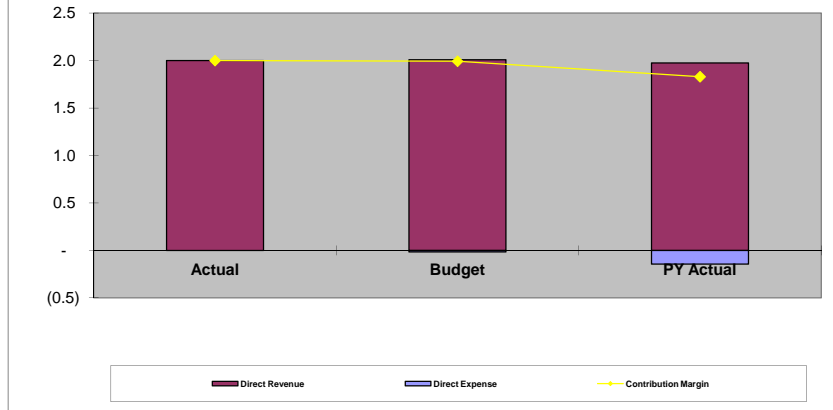
	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Admissions	\$7.6	\$6.8	\$7.2	\$6.8
Concessions	6.1	4.9	5.9	4.9
Carnival	3.3	2.3	2.9	2.3
Sponsorships	1.6	1.3	1.7	1.3
Commercial Space	1.5	1.4	1.4	1.4
Parking	2.5	2.3	1.7	2.3
Other Revenue	0.9	1.0	1.2	1.0
Total Direct Revenue	<u>23.5</u>	<u>20.0</u>	<u>22.0</u>	<u>20.0</u>
Payroll/Related	3.8	4.1	3.8	4.1
Outside Services	1.7	2.2	1.7	2.2
Marketing/Related	1.3	1.3	1.6	1.3
Supplies/Equipment/Rentals	2.0	2.0	2.0	2.0
Attractions	1.1	1.2	1.2	1.2
Other Expense	1.4	1.5	1.4	1.5
Total Direct Expense	<u>11.4</u>	<u>12.2</u>	<u>11.6</u>	<u>12.2</u>
Contribution to Overhead and CapEx	<u>\$12.2</u>	<u>\$7.8</u>	<u>\$10.4</u>	<u>\$7.8</u>



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

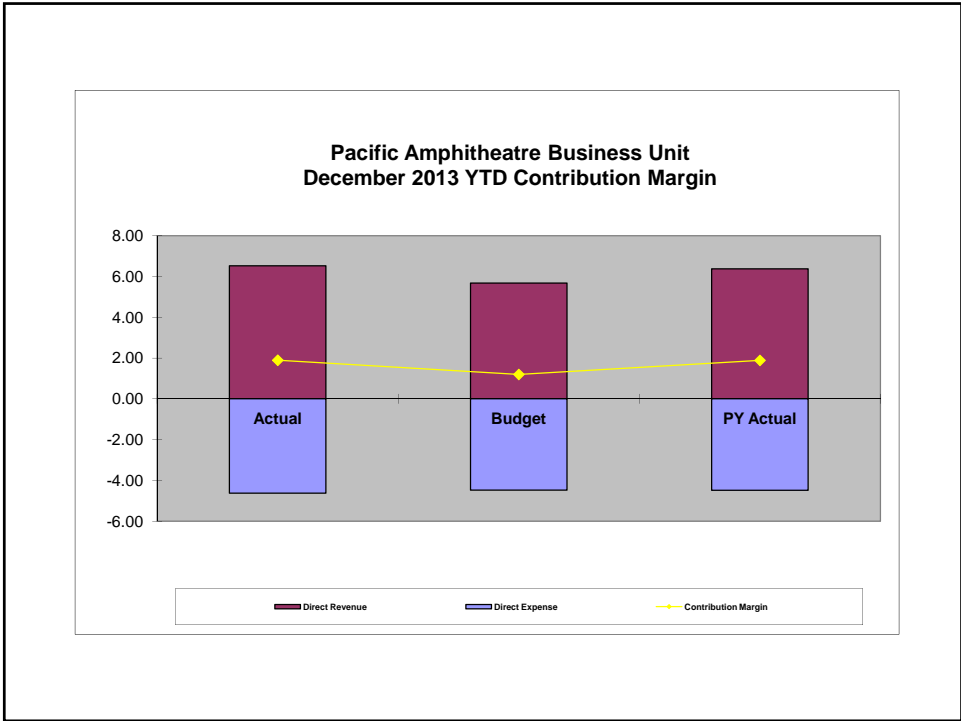
	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Rental of Facilities	\$1.2	\$1.0	\$1.2	\$1.0
Personnel Services	1.0	0.7	0.8	0.7
Concessions	0.7	0.6	0.7	0.6
Equipment Rentals	0.6	0.4	0.5	0.4
Admissions/Parking	1.2	1.0	1.1	1.0
Other Revenue	0.1	0.1	0.1	0.1
Total Direct Revenue	4.8	3.8	4.6	3.8
Payroll/Related	1.6	1.8	1.7	1.8
Outside Services	0.2	0.1	0.1	0.1
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.3	0.3	0.4	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	2.3	2.4	2.3	2.4
Contribution to Overhead and CapEx	\$2.5	\$1.4	\$2.2	\$1.4

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



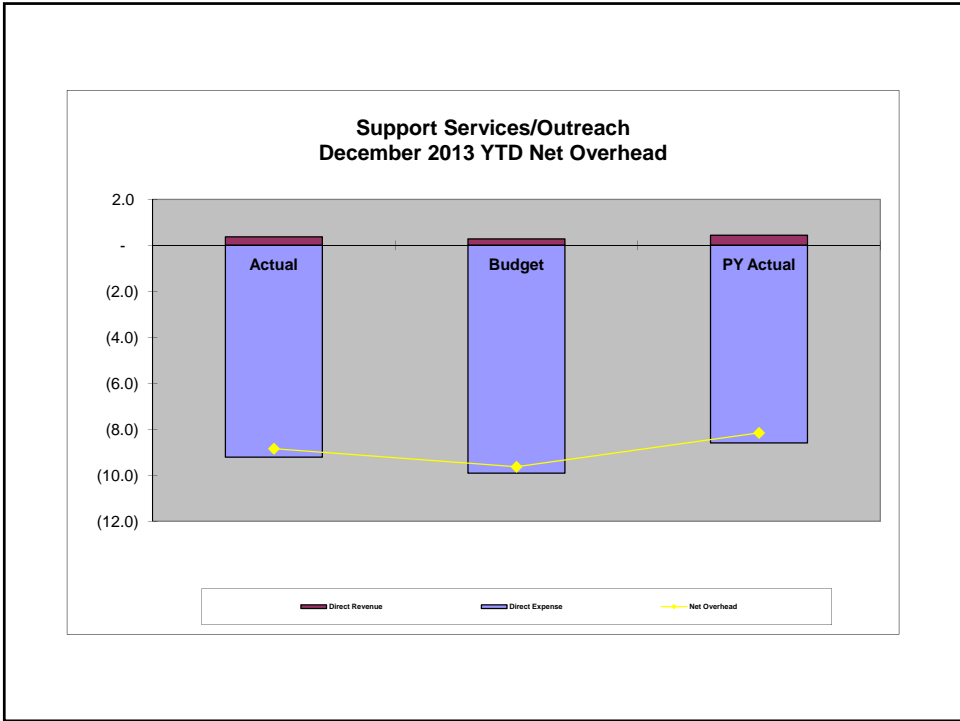
**Market Place Business Unit
Contribution Margin Statement
Year to Date as of December, 2013**

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Rental of Facilities	\$2.0	\$2.0	\$2.0	\$2.0
Other Revenue	\$0.0	\$0.0	\$0.0	\$0.0
Total Direct Revenue	\$2.0	\$2.0	\$2.0	\$2.0
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.0	\$0.0	\$0.1	\$0.0
Total Direct Expense	\$0.0	\$0.0	\$0.1	\$0.0
Contribution to Overhead and CapEx	\$2.0	\$2.0	\$1.8	\$2.0



**Pacific Amphitheatre Business Unit
Contribution Margin Statement
Year to Date as of December, 2013**

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Ticket Sales	\$4.8	\$4.2	\$4.7	\$4.2
Facility Fee	0.8	0.7	0.8	0.7
Concessions	0.4	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	6.5	5.7	6.4	5.7
Performers' Fees	2.9	3.0	2.9	3.0
Outside Services	0.5	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	0.2	0.1	0.2	0.1
Other Expense	0.3	0.2	0.2	0.2
Total Direct Expense	4.6	4.5	4.5	4.5
Contribution to Overhead and CapEx	\$1.9	\$1.2	\$1.9	\$1.2



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

	2013 Year to Date Actual	2013 Year to Date Budget	2012 Year to Date Actual	2013 Full Year Budget
Interest	\$0.1	\$0.1	\$0.1	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.2	\$0.1	\$0.3	\$0.1
Total Revenue	\$0.4	\$0.3	\$0.4	\$0.3
Payroll/Related	\$5.7	\$6.7	\$5.1	\$6.7
Facility/Related	\$1.9	\$1.8	\$1.8	\$1.8
Supplies/Telephone/Postage	\$0.6	\$0.6	\$0.6	\$0.6
Outside Services	\$0.5	\$0.4	\$0.5	\$0.4
Insurance	\$0.2	\$0.2	\$0.3	\$0.2
Other Expense	\$0.3	\$0.2	\$0.3	\$0.2
Total Expense	\$9.2	\$9.9	\$8.6	\$9.9
Net Overhead	(\$8.8)	(\$9.6)	(\$8.2)	(\$9.6)
Non-Cash Expenses:				
Depreciation Expense	\$3.0	\$3.0	\$2.9	\$3.0
Total Non-Cash Expense	\$3.0	\$3.0	\$2.9	\$3.0

Note: Includes education/outreach program expenditures of \$907k

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of December, 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
Revenues								
Admissions to Grounds	\$ 9,263,681	\$ 8,248,000	\$ 1,015,681	12.3%	\$ 8,839,843	\$ 423,838	4.8%	\$ 8,248,000
Commercial Space Rental Revenue	1,480,937	1,359,000	121,937	9.0%	1,360,465	120,473	8.9%	1,359,000
Carnival and Concessions Revenue	9,875,410	7,555,000	2,320,410	30.7%	9,135,586	739,824	8.1%	7,555,000
Exhibits Revenue	93,393	58,250	35,143	60.3%	98,741	(5,348)	-5.4%	58,250
Attractions Revenue	4,093,978	3,867,000	226,978	5.9%	4,329,050	(235,072)	-5.4%	3,867,000
Miscellaneous Revenue	5,032,693	4,370,700	661,993	15.1%	4,314,913	717,780	16.6%	4,370,700
Total OCFEC-Produced Event Revenue	29,840,092	25,457,950	4,382,143	17.2%	28,078,597	1,761,495	6.3%	25,457,950
Facility Rental Revenue	3,249,736	2,982,100	267,636	9.0%	3,213,278	36,458	1.1%	2,982,100
Other Event Revenue	3,685,271	2,959,556	725,715	24.5%	3,467,211	218,059	6.3%	2,959,556
Equestrian Center Revenue	117,729	100,000	17,729	17.7%	106,802	10,927	10.2%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	144,920	144,685	235	0.2%	126,927	17,993	14.2%	144,685
Total Rental Revenue	7,197,656	6,186,341	1,011,315	16.3%	6,914,218	283,438	4.1%	6,186,341
Interest Earnings	66,397	70,500	(4,103)	-5.8%	70,021	(3,624)	-5.2%	70,500
Grants	81,899	50,000	31,899	63.8%	180,276	(98,377)	-54.6%	50,000
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	50,520	1,000	49,520	4952.0%	84,287	(33,767)	-40.1%	1,000
Prior Year Revenue	(816)	-	(816)	N/A	1,919	(2,734)	-142.5%	-
Total Non-Operating Revenue	198,001	121,500	76,501	63.0%	336,502	(138,501)	-41.2%	121,500
Total Revenue	\$ 37,235,749	\$ 31,765,791	\$ 5,469,959	17.2%	\$ 35,329,318	\$ 1,906,431	5.4%	\$ 31,765,791
Expenses								
Payroll and Related Expense	\$ 11,419,898	\$ 12,740,754	\$ 1,320,856	10.4%	\$ 10,811,042	\$ (608,856)	-5.6%	\$ 12,740,754
Professional Services Expense	2,888,952	3,211,898	322,946	10.1%	2,772,202	(116,750)	-4.2%	3,211,898
Directors Expense	13,847	12,250	(1,597)	-13.0%	12,241	(1,605)	-13.1%	12,250
Insurance Expense	251,436	223,762	(27,674)	-12.4%	305,604	54,168	17.7%	223,762
Telephone & Postage Expense	148,106	151,743	3,637	2.4%	144,046	(4,060)	-2.8%	151,743
Supplies and Equipment Expense	3,132,546	2,844,702	(287,844)	-10.1%	2,913,694	(218,852)	-7.5%	2,844,702
Facility and Related Expense	3,123,975	3,172,451	48,476	1.5%	3,210,540	86,565	2.7%	3,172,451
Publicity & Related Expense	1,624,168	1,690,134	65,966	3.9%	1,963,895	339,726	17.3%	1,690,134
Attractions Expense	4,034,910	4,189,570	154,661	3.7%	4,110,497	75,588	1.8%	4,189,570
Other Self-Prod Event Expense	252,434	274,790	22,356	8.1%	270,580	18,146	6.7%	274,790
Premium Expense	114,759	117,872	3,113	2.6%	114,834	75	0.1%	117,872
Other Operating Expense	386,122	379,189	(6,932)	-1.8%	398,584	12,462	3.1%	379,189
Total Operating Expense	27,391,152	29,009,115	1,617,963	5.6%	27,027,759	(363,393)	-1.3%	29,009,115
Depreciation Expense	2,961,022	2,961,022	(0)	0.0%	2,913,779	(47,243)	-1.6%	2,961,022
Major Projects	189,358	362,000	172,642	47.7%	-	(189,358)	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	98,406	-	(98,406)	N/A	128,643	30,236	N/A	-
Total Non-Operating Expense	3,248,786	3,323,022	74,236	2.2%	3,042,421	(206,365)	-6.8%	3,323,022
Total Expense	\$ 30,639,938	\$ 32,332,137	\$ 1,692,199	7.8%	\$ 30,070,180	\$ (569,757)	-8.1%	\$ 32,332,137
Net Proceeds	\$ 6,595,812	\$ (566,346)	\$ 7,162,158	1264.6%	\$ 5,259,138	\$ 1,336,674	25.4%	\$ (566,346)

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

	2013	2012
Assets		
Cash	\$ 208,985	\$ 599,250
Investments	27,224,447	22,208,198
Accounts Receivable	454,344	966,543
Reserve for Bad Debt	(37,501)	(53,260)
Prepaid Assets	-	-
Current Assets	27,850,276	23,720,730
Deferred Expenses	18,650	24,348
Capital Projects in Process	5,002,637	484,747
Land	133,553	133,553
Buildings and Improvements	34,905,652	36,736,209
Equipment	650,643	1,265,189
Long Term Assets	40,711,135	38,644,045
Total Assets	\$ 68,561,411	\$ 62,364,775
Liabilities		
Accounts Payable	\$ 892,561	\$ 981,514
Deferred Revenue	211,716	619,726
Other Payroll Deductions	298,548	193,978
Deposits	35,000	31,500
Other Liabilities	-	174
Short Term Liabilities	1,437,825	1,826,893
Compensated Absence Liability	1,007,530	1,017,638
Long Term Debt	-	-
Long Term Liabilities	1,007,530	1,017,638
Total Liabilities	2,445,355	2,844,531
Resources		
Investment in Capital Assets	40,739,728	38,619,698
Net Resources - Designated Use	816,460	728,958
Restricted Capital	-	-
Net Resources Available for Operations	17,937,597	14,885,222
Net Resources - Auction Fund	26,459	27,229
	59,520,244	54,261,107
Net Proceeds from Operations	6,595,812	5,259,138
Total Resources	66,116,056	59,520,244
Total Liabilities and Net Resources	\$ 68,561,411	\$ 62,364,775

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

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

Net Proceeds	\$6,595,812
---------------------	--------------------

Non-Cash Expenses:

Depreciation Expense	2,961,022
Loss on Disposal of Assets	0

Balance Sheet Activity:

(Incr) Decr in Accounts Receivable	496,440
(Incr) Decr in Other Assets	5,812
Incr (Decr) in Accounts Payable	62,859
Incr (Decr) in Other Accrued Liabilities	(414,907)
Subtotal	150,204

Net Cash Provided (Used) by Operating Activities	9,707,038
---	------------------

Cash Flows from Investing Activities:

(Incr) Decr in Buildings & Improvements	(444,592)
(Incr) Decr in Equipment	(118,571)
(Incr) Decr in Construction in Progress	(4,517,890)
	(5,081,053)

Net Cash Provided (Used) by Investing Activities	(5,081,053)
---	--------------------

Net Increase (Decrease) in Cash	\$4,625,985
--	--------------------

Cash at Beginning of Year	22,807,447
---------------------------	------------

Cash at End of Period	\$27,433,432
------------------------------	---------------------

32nd D A A - OC Fair & Event Center
Capital Expenditures Spending (Unaudited)
December, 2013

Description	2013 Budget	2013 Spent	2013 Remaining
Buildings and Improvements			
Court Yard: Remodel	78,000.00	89,741.09	(11,741.09)
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	4,632,137.43	5,367,862.57
Box Office Tree Island Remodel	35,000.00	0.00	35,000.00
Cash Ops Facility Modification	25,000.00	0.00	25,000.00
Centennial Farm Steel Structure	8,000.00	0.00	8,000.00
ASA Sound System	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	14,315.97	13,684.03
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
Agriculture Memorial	0.00	6,642.56	(6,642.56)
Total Buildings and Improvements	10,847,000.00	4,949,984.78	5,897,015.22
Carnival Improvements			
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
Total Carnival Improvements	220,000.00	12,497.07	207,502.93
Equipment			
Bldg 10: Screen Curtains	10,000.00	29,046.00	(19,046.00)
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
Ticket Booths	0.00	15,000.00	(15,000.00)
CS Printer	0.00	5,551.00	(5,551.00)
Total Equipment	101,000.00	118,571.05	(17,571.05)
Total Capital Expenditures	11,168,000.00	5,081,052.90	6,086,947.10
Major Projects			
ASA Repainting	160,000.00	0.00	160,000.00
Costa Mesa Bldg - Paint Interior	40,000.00	4,155.00	35,845.00
Court Yard Bldg - Fog Interior	10,000.00	0.00	10,000.00
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	67,894.50	(67,894.50)
Sales Dept Office Buildout	0.00	16,242.50	(16,242.50)
Bldg 12: South Fascia	0.00	14,770.00	(14,770.00)
Pac Amp Amenities	0.00	58,407.12	(58,407.12)
Total Major Projects	362,000.00	189,357.52	172,642.48
Total Capital Expenditures	11,530,000.00	5,270,410.42	6,259,589.58

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
January 2014

Check No.	Date	Vendor Name	Amount
EL2779230863	01/03/14	Pay Pal	59.95
E49354582	01/06/14	Pitney Bowes Inc.	3,000.00
73785	01/08/14	American Express	442.48
73786	01/08/14	AT&T	866.63
73787	01/08/14	Barbara Gregerson	14.84
73788	01/08/14	B & L Productions	547.02
73789	01/08/14	California Rare Fruit Growers	630.00
73790	01/08/14	Cambridge Pines & Nursery	2,592.00
73791	01/08/14	CCS Orange County Janitorial, Inc.	2,186.25
73792	01/08/14	CR&A Custom, Inc.	587.92
73793	01/08/14	Department of General Services	1,885.19
73794	01/08/14	Gem Faire, Inc.	600.00
73795	01/08/14	International Speedway, Inc.	3,635.00
73796	01/08/14	Lisa Sexton	6,612.50
73797	01/08/14	Mesa Water District	12,688.60
73798	01/08/14	Murphy Murphy & Murphy	1,025.50
73799	01/08/14	Peter James Riojas	240.00
73800	01/08/14	Pinnacle Petroleum, Inc.	1,769.96
73801	01/08/14	Pitney Bowes Inc.	576.72
73802	01/08/14	Red Jewel, Inc.	290.00
73803	01/08/14	Roberta Coffin	294.00
73804	01/08/14	SEIU Local 1000 CA State Employees Asso.	1,807.96
73805	01/08/14	Share Our Selves	428.00
73806	01/08/14	Shoreline Dog Fancier Association	2.00
73807	01/08/14	Sound Media Fusion, LLC	5,250.00
73808	01/08/14	Teresa Dayton	125.00
73809	01/08/14	The Gas Company	771.23
73810	01/08/14	Williams Scotsman, Inc.	1,096.21
73811	01/15/14	Adcom Publishing DbA Bride World Expo	1,110.00
73812	01/15/14	Blue Shield Of California	16,165.57
73813	01/15/14	BurrellesLuce	446.70
73814	01/15/14	Byer Geotechnical, Inc.	13,975.00
73815	01/15/14	California Fairs Financing Authority	62,089.80
73816	01/15/14	DeltaCare USA	758.73
73817	01/15/14	Imperial Paving Co., Inc.	13,899.00
73818	01/15/14	Kaiser Permanente	27,919.97
73819	01/15/14	Teresa Mason	89.63
73820	01/15/14	Michael Buchanan	27.00
73821	01/15/14	Orange County Treasurer-Tax Collector	16,004.05
73822	01/15/14	Ovations FanFare, LP	141.08
73823	01/15/14	Pacific Clippings	59.00
73824	01/15/14	Pacific Symphony	5,000.00

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
January 2014

Check No.	Date	Vendor Name	Amount
73825	01/15/14	Public Employees Retirement System	42,560.98
73826	01/15/14	Ricardo Mendoza	9,000.00
73827	01/15/14	Seating Component Manufacturing, Inc.	38,880.00
73828	01/15/14	Quijote Corporation dba Sensis	9,107.50
73829	01/15/14	Southern California Edison	3,949.74
73830	01/15/14	State Disbursement Unit	1,175.11
73831	01/15/14	Verizon Wireless	1,500.27
73832	01/15/14	Ware Disposal, Inc.	3,241.51
E14054473	01/16/14	Public Employees Retirement System	100,520.90
E14059033	01/16/14	Public Employees Retirement System	7,057.63
73833	01/22/14	Association of State CA Supervisors	72.00
73834	01/22/14	Adam Waugh	95.90
73835	01/22/14	A & H Refrigeration, Inc.	4,600.00
73836	01/22/14	American Express	1,334.13
73837	01/22/14	American Express	75.47
73838	01/22/14	Aquatic Service, Inc.	195.00
73839	01/22/14	AWI Builders, Inc.	486,053.25
73840	01/22/14	Boyd & Associates, Inc.	135.00
73841	01/22/14	BurrellesLuce	141.60
73842	01/22/14	California Fair Services Authority	1,344.25
73843	01/22/14	CCS Orange County Janitorial, Inc.	1,710.00
73844	01/22/14	CR&A Custom, Inc.	336.15
73845	01/22/14	Elaine Kumamoto	29.51
73846	01/22/14	Experian	6,991.63
73847	01/22/14	Fire Sprinkler Inspections, Inc.	630.00
73848	01/22/14	Johanna C. Svensson	54.02
73849	01/22/14	Kimber Merati	82.11
73850	01/22/14	Loomis Armored US, LLC	65.46
73851	01/22/14	Lopez Works, Inc.	17,696.20
73852	01/22/14	LVR International	6,800.00
73853	01/22/14	Michele A. Richards	675.65
73854	01/22/14	Pasco Doors	385.00
73855	01/22/14	Pinnacle Landscape Company	4,457.00
73856	01/22/14	Pinnacle Petroleum, Inc.	873.31
73857	01/22/14	Red Wing Hatchery	90.60
73858	01/22/14	Robin Wachner	81.57
73859	01/22/14	Southern California Edison	10,102.54
73860	01/22/14	State Disbursement Unit	222.11
73861	01/22/14	TalentWise, Inc.	30.00
73862	01/22/14	Ware Disposal, Inc.	788.14
73863	01/22/14	Yule Tree Growers / Magic Trees	460.98
E4F24B6FA46	01/24/14	US Bank	59,636.61

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
January 2014

Check No.	Date	Vendor Name	Amount
73864	01/27/14	Donna Diaz	4.18
73865	01/29/14	Voided	0.00
73866	01/29/14	Bill Young Productions, Inc.	135.00
73867	01/29/14	California Technology Agency	702.00
73868	01/29/14	California Fair Services Authority	27,577.57
73869	01/29/14	City of Fountain Valley	216.00
73870	01/29/14	CCS Orange County Janitorial, Inc.	275.00
73871	01/29/14	ES3	200.00
73872	01/29/14	Haitbrink Asphalt Paving, Inc.	2,879.28
73873	01/29/14	Lisa Sexton	6,612.50
73874	01/29/14	Orange County Treasurer-Tax Collector	1,183.10
73875	01/29/14	Ovations FanFare, LP	3,418.82
73876	01/29/14	Ricoh Americas Corporation	2,365.44
73877	01/29/14	SanGar Builders, Inc.	6,675.00
E14054473	01/29/14	Public Employees Retirement System	6,377.63
73878	01/29/14	Quijote Corporation dba Sensis	6,250.00
73879	01/29/14	Sound Media Fusion, LLC	3,750.00
73880	01/29/14	State Disbursement Unit	953.00
73881	01/30/14	AT&T	2,885.27
73882	01/30/14	AT&T	108.00
Total January 2014 AP Checks / Electronic Payments			1,103,517.11

OC Fair & Event Center			
Premium Checks			
January 2014			
Check No.	Date	Vendor Name	Amount
33434	01/08/14	Shannon Turner	25.00
Total January 2014 Premium Checks			\$25.00

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD JANUARY 23, 2014**

1. CALL TO ORDER:

Vice Chair Aitken called the meeting to order at 9:06 a.m.

2. MISSION STATEMENT:

Vice Chair Aitken recited the OCFEC Mission Statement.

3. PLEDGE OF ALLEGIANCE:

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

4. DIRECTORS PRESENT:

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

DIRECTORS ABSENT/EXCUSED:

Chair Tkaczyk, Director Dodge

Vice Chair Aitken provided an update regarding Chair Tkaczyk's health and announced the resignation of Director Ellis.

OTHERS PRESENT:

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Larry Sasson; Jeff Willson, OCFEC; Katherine McCoy, stenographer; Robin Wachner, OCFEC Director of Communications; Howard Sandler, OCFEC Director of Events; Joan Hamill, OCFEC Director of Community Relations; Jason Jacobsen, OCFEC Director of Production; Jerry Eldridge, OCFEC Director of Facilities; Nick Buffa, OCFEC; Evy Young, OCFEC; Chuck Dugan; Elaine Kumamoto, OCFEC Director of Finance; Gary Hardesty, OCFEC; Sabrina Sakaguchi, OCFEC; Clint Eastman, CPMG; Mike Robbins; Jeanine Robbins; Stewart Suchman, OCMP; Ryan Miller, OCMP; Tom Skane; Reggie Mundekis; Jennifer Muir, OCEA; Carina Franck-Pantone, OCEA; Bobby McDonald, OC Veterans Advisory Committee; Dennis Esslinger, OCWS; Juan Quintero, Ovations; Theresa Sears; Lon Records, Centennial Farm Foundation; Beth Refakes; Jeremiah Dobruck, Daily Pilot; Norberto Santana, Voice of OC

5. CEO'S OPERATIONAL UPDATE

Doug Lofstrom, OCFEC CEO, thanked Ovations and the Orange County Wine Society for their support of the WFA convention.

Joan Hamill, OCFEC Director of Community Relations, presented the new

tractor and trailer donated to OCFEC from the Centennial Farm Foundation. She then introduced Lon Records, President of the Centennial Farm Foundation, who presented the keys to the tractor to OCFEC.

Michele Richards, OCFEC Chief Business Development Office, then introduced the rebranding of Youth Expo as Imaginology, with the 2014 theme of "Full S.T.E.A.M. Ahead" scheduled for April 11-13.

Richards then provided a sneak peek of the 2014 OC Fair artwork and theme "Summer Starts Here."

Director Mouet complimented the theme and asked that staff provide a list of past OC Fair "OC Connection" participants and potential 2014 participants.

Lofstrom then provided an update regarding the upcoming Tet Festival.

Gary Hardesty then provided an update regarding the Pacific Amphitheatre Phase II construction project.

Director Berardino complimented and thanked Hardesty for his work on such a challenging project. Hardesty acknowledged the efforts of the whole team working on the project.

6. PUBLIC COMMENT

Bobby McDonald, Chair, OC Veterans Advisory Committee, presented copies of the California Department of Veterans newsletter that covered the OCFEC Veterans Memorial project. He then spoke of efforts related to Veteran's Day in 2014 and the 60th anniversary of the Korean War.

Vice Chair Aitken thanked Bobby McDonald and Director Berardino complimented him.

Beth Refakes asked for an update regarding the Memorial Gardens Building.

Lofstrom presented an update regarding the Veterans Memorial project.

7. MINUTES:

A. Board Meeting held December 19, 2013 Action Item

ACTION: Director Berardino motioned and Director La Belle seconded to review and approve the minutes from the Board meeting held December 19, 2013. **MOTION PASSED WITH DIRECTOR JAHANGIRI ABSTAINING.**

8. CONSENT CALENDAR

- A. Standard Agreements: SA-01-14GE; SA-19-14GE; SA-22-14MA; SA-23-14CF; SA-26-14LS
- B. Amendments: SA-16-11SS (Amend. #2); SA-01-09TR (Amend. #4); SA-24-13PS (Amend. #3); SA-17-11FA (Amend. #1); SA-14-11PS (Amend. #4)
- C. Interagency Agreements: OCF-01-14IA; SA-25-14IA
- D. Letters of Understanding: none
- E. Rental Agreements: R-225-13; R-226-13; R-227-13; R-228-13; R-229-13; R-007-14; R-013-14; R-017-14; R-024-14; R-029-14; R-030-14; R-031-14; R-032-14; R-037-14; R-043-14; R-044-14; R-045-14; R-046-14; R-048-14; R-052-14; R-056-14; R-058-14; R-059-14; R-060-14; R-061-14; R-062-14; R-063-14; R-064-14; R-065-14; R-066-14; R-067-14; R-068-14; R-069-14; R-070-14; R-071-14; R-072-14; R-073-14; R-074-14; R-075-14; R-076-14; R-077-14; R-078-14; R-079-14; R-080-14; R-081-14; R-082-14; R-083-14; R-084-14; R-085-14; R-086-14; R-087-14; R-091-14; R-092-14; R-093-14
- F. Active Joint Powers Authority Agreements: 03213043

Lofstrom pulled Standard Agreement SA-26-14LS for further discussion.

ACTION: Director Berardino motioned and Director La Belle seconded to review and approve the Consent Calendar with Standard Agreement SA-26-14LS pulled for further discussion. **MOTION PASSED UNANIMOUSLY**

Sharon Augenstein, OCFEC CFO, discussed SA-26-14LS.

Director Jahangiri, Director La Belle and Director Berardino complimented the services provided by Manatt.

Vice Chair Aitken asked that an update regarding the District Attorney's Office investigation be put on the next Board agenda.

ACTION: Director Berardino motioned and Director La Belle seconded to review and approve Standard Agreement SA-26-14LS. **MOTION PASSED UNANIMOUSLY**

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

Information Item

Director Mouet noted that he would be attending the Centennial Farm Foundation meeting that afternoon and complimented the classes offered by Centennial Farm.

Director Mouet proposed that the Financial Monitoring Committee drill down on specific departments or functions to further educate themselves and provide information to the full Board.

Lofstrom provided an update regarding the Organizational Needs Assessment noting that the consultants have begun arranging interviews with the Strategic Management Team and the Board of Directors.

B. Review and Approve Revision to Board Policy 4.2.5

Action Item

Lofstrom presented the staff report.

ACTION: Director La Belle motioned and Director Tucker seconded to approve recommended revision to Board Policy 4.2.5. **MOTION PASSED UNANIMOUSLY**

C. Pacific Amphitheatre Seat Replacement Project

Action Item

Lofstrom introduced the item.

Augenstein presented the staff report.

Director La Belle asked why OCFEC could not purchase the seats themselves and if there are alternatives to working with CFFA.

Augenstein answered that the procurement limit for equipment is \$75,000 and she would have to look into other purchasing options.

Director Jahangiri asked that the Board be presented with options regarding the seats.

Director La Belle asked that staff bring back potential seats at the next Board meeting.

ACTION: Director Berardino motioned and Director Jahangiri seconded to approve the Pacific Amphitheatre Seat Replacement Project and estimated budget with the staff searching for purchasing alternatives to CFFA and that the Board approve the seats. **MOTION PASSED UNANIMOUSLY**

10. CLOSED SESSION

Vice Chair Aitken adjourned the meeting to closed session at 9:55 a.m. and resumed at 11:18 a.m.

Roger Grable announced that no action was taken during the closed session.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director La Belle complimented OCFEC staff for the awards earned at the WFA Convention.

Director Mouet expressed his admiration for the planning for Imaginology.

Director Jahangiri expressed his pleasure at the tone of the meeting.

Director Tucker complimented Vice Chair Aitken on her handling of the meeting.

Director Berardino expressed his concern for Jeff Teller as he deals with health issues.

Vice Chair Aitken complimented staff on their efforts showcasing OCFEC at the WFA Convention. She thanked Director Ellis for his service to the Board. She then asked that everyone keep Jeff Teller and Chair Tkaczyk in their prayers.

12. NEXT BOARD MEETING: THURSDAY, FEBRUARY 27, 2014

13. ADJOURNMENT

Meeting adjourned at 11:21 a.m.

Ashleigh Aitken, Vice Chair

Doug Lofstrom, Chief Executive Officer

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
FEBRUARY 2014**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-27-14TR	Williams Scotsman, Inc.	Restroom Trailer Rental at Campground	Year Round	01/15/14 - 01/14/15		\$13,800.00
SA-28-14PS	Coulter Associates, LLC	Ride Safety Inspection Services for UVSA Tet Festival	Year Round	02/05/14 - 02/07/14		\$4,999.00

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-23-14CF Amend #1	Hart Ranch (Formerly Hart Livestock)	Amending contract from Hart Bros. Livestock dba Hart Livestock to Hart Ranch. Federal Identification Tax Number also changed.	Year Round	01/23/14 - 2/14/14		\$0.00
SA-01-09TR, Amend #5	Classic Tents	Tenting, Drapery and Furniture Rentals. Extend length of contract to December 31, 2014. Total contract value increased to \$3,001,740.50.	Year Round	01/01/13 - 12/31/14		\$360,000.00
SA-82-09FV, Amend #7	CCS Orange County Janitorial, Inc. dba Commercial Cleaning Systems (formerly Pacific Building Care)	Amend Contractor name and Federal Employer Identification Number. Total contract value remains \$1,576,280.08.	Year Round	04/01/13 - 03/31/14		\$0.00

Interagency Agreements

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

Letters of Understanding

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

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

R A F

AGREEMENT NUMBER

SA-27-14TR

REGISTRATION NUMBER

1327259

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

WILLIAMS SCOTSMAN, INC.

2. The term of this Agreement is: **01/15/14** through **01/14/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$13,800.00**

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 rent a 40' x 12' restroom trailer with ADA ramp and skirting. Additional Scope of Work continued on page 2.** Page 1 – 2

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 3

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4 – 7

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 8 – 11

Exhibit - D* Special Terms and Conditions

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) Pages 12 – 14

Exhibit F – Williams Scotsman, Inc. Lease Agreement/Terms & Conditions (Attached hereto as part of this agreement) Pages 15 – 22

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

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

CONTRACTOR

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

WILLIAMS SCOTSMAN, INC.

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Donna Finnerty, Contracts Administrator

ADDRESS

**11811 Greenstone Avenue, Santa Fe Springs, CA 90670
 (800) 782-1500**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

**Doug Lofstrom, Chief Executive Officer or
 Sharon M. Augenstein, Chief Financial Officer**

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General Services Use Only

Exempt per:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

1. To rent a 40' x 12' restroom trailer with ADA ramp and skirting to the District from January 15, 2014 to January 14, 2015 at the rate of one thousand fifty-five dollars (\$1,055.00) per month plus sales tax.
2. The Restroom trailer shall be located at the District's campground area.
3. Contractor has certified restroom trailer is compliant with all federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.
4. That delivery and return pick-up costs have already been paid by the District.
5. In the event of any conflict between William Scotsman, Inc. Terms & Conditions and the District's Standard Agreement Language, including Exhibits A, B, C, D and E, the District's Standard Agreement Terms and Conditions shall control.
6. 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. To incorporate Contractor's Lease Agreement and Terms & Conditions attached hereto as part of this agreement. In the event of any conflict between Contractor's Terms & Conditions and the District's Standard Agreement, the District's Standard Agreement Language, including Exhibits A, B, C, D and E, shall control.
2. To pay Contractor a total sum not to exceed THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$13,800.00) based upon the rates as shown in the Contractor's proposal dated January 03, 2014.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5220-30

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 44361. Invoices may be sent via email to 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 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. 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, 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:

- 32nd 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 – WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT/TERMS & CONDITIONS



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
 11811 Greenstone Avenue
 Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
 Cory Purvis
Phone: (562)903-9200 Ext. 44105
Fax:
Toll Free: 800-782-1500

Contract Number:405894
Revision: 1
Date: January 03, 2014

Lease Agreement			
Lessee: 1069512 OC FAIR & EVENT CENTER 88 FAIR DR COSTA MESA, California, 92626	Contact: Karen Richmond 32nd District Agricultural Association 88 Fair Drive Costa Mesa, CA, 92626 Phone: (714) 708-1557 Fax: (714) 708-1876 E-mail: krichmond@ocfair.com	Ship To: 88 Fair Drive COSTA MESA, CA, 92626	Delivery Date:
Rental Pricing Per Month	Quantity	Price	Extended
44x12 Toilet Unit (40x12 Box) Unit Number:	1	\$855.00	\$855.00
ADA/IBC Ramp - 30' & Under	1	\$200.00	\$200.00
Minimum Lease Term: 12 Months	Total Monthly Building Charges:		\$855.00
	Other Monthly Charges:		\$200.00
	Total Rental Charges Per Month:		\$1,055.00
Delivery & Installation			Total Delivery & Installation Charges: \$0.00
Final Return Charges*			Due On Final Invoice*: \$0.00
Total Charges Including (12) Month Rental, Delivery, Installation & Return**:			\$12,660.00
Scope Of Work			
Summary of Charges			
Model: TT4412	QUANTITY: 1	Total Charges for (1) Building(s):	\$12,660.00
Signature of Lessee		Print Name:	Date:
Sign Here:			



EXHIBIT F – WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT/TERMS & CONDITIONS



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
Cory Purvis
Phone: (562)903-9200 Ext. 44105
Fax:
Toll Free: 800-782-1500

Contract Number: 405894
Revision: 1
Date: January 03, 2014

INSURANCE REQUIREMENTS ADDENDUM			
QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT*
1	TT4412	\$55901.00	

Lessee: OC FAIR & EVENT CENTER

Pursuant to Section 11 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth Section 11 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.



EXHIBIT F – WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT/TERMS & CONDITIONS



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
 11811 Greenstone Avenue
 Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
 Cory Purvis
 Phone: (562)903-9200 Ext. 44105
 Fax:
 Toll Free: 800-782-1500

Contract Number: 405894
Revision: 1
Date: January 03, 2014

Clarifications

*Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review. In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise effect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (09-09-13) located on Lessor's internet site (<http://www.willscot.com/terms>) as amended and attached herein in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Signatures

Lessee (Name):	OC FAIR & EVENT CENTER	Lessor:	Williams Scotsman, Inc.
Signature:		Signature:	
Print Name:	Sharon Augenstein	Print Name:	
Title:	Chief Financial Officer	Title:	
Date:		Date:	
PO#			

PLEASE RETURN SIGNED AGREEMENT TO: LAXLeases@willscot.com

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email: AP@ocfair.com

No thanks. Please mail my invoices to: 88 FAIR DR, COSTA MESA, California 92626	
---	--

EXHIBIT F – WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT/TERMS & CONDITIONS



An ALGECO SCOTSMAN Company

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe Springs, CA 90670-4628

Your Williams Scotsman Representative
Cory Purvis
Phone: (562)903-9200 Ext. 44105
Fax:
Toll Free: 800-782-1500

Contract Number:405894
Revision: 1
Date: January 03, 2014

Value Added Products



Steps (OSHA, ADA, IBC)



Ramps & Decks



Skirting & Tie-Downs



Door & Window Security



Property & Liability Programs



Temporary Fencing



Standard Furniture



Premium Office Furniture



Convenience Package



techsuite™ Package



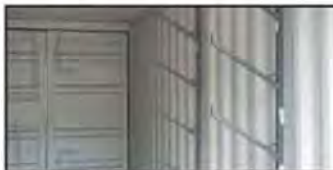
CAT-6 Data Hub



HVAC Services



Container Shelving Brackets



Container Pipe Brackets



Container Locks



Holding Tanks



Dumpster Service



Portable Restrooms

EXHIBIT F – WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT/TERMS & CONDITIONS

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (09/09/2013)
Amended 01/10/14

1. Equipment; Modular Equipment and Value Added Products. As used in this Agreement, the following definitions shall apply:

“Modular Equipment” shall mean the trailer(s) and/or relocatable, modular and/or other prefabricated structure(s) supplied by Lessor.

“Value Added Products” shall mean the stairs; railings; ramps; awnings; fencing; furniture; kitchen equipment and food service supplies including consumables; restroom appurtenances and supplies; office products; computers, printers, monitors, scanners, and other telecommunication related devices; security systems; temporary alternative heat, electric and sanitary systems; convenience items; and any other value added products or services which are selected by Lessee and provided by Lessor which are offered with, included in, attached or appurtenant to the Modular Equipment and set forth in this Agreement.

“Equipment” shall collectively mean the Modular Equipment and the Value Added Products provided to Lessee by Lessor under this Agreement.

2. True Lease. This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor even though the Equipment may become affixed to, embedded in, or be permanently resting upon real property.

3. Delivery; Acceptance. Upon delivery, Lessee agrees to inspect and accept the Equipment. Lessee will have forty-eight (48) hours from the date of delivery to notify Lessor, in writing, of any defects or deficiencies in the Equipment, such notice to specify each defect or deficiency in the Equipment. Unless Lessor receives timely written notice from Lessee as set forth herein, Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good order and operating condition as of the date of delivery. The receipt and acceptance of the Equipment by Lessee obligates Lessee to pay the Rental and all other sums due under this Agreement.

4. Term of Lease; Extension. The term of this Agreement begins on the date of delivery of the Equipment, and ends on the last day of the Minimum Lease Term (“Term”) or the Extension Period (as herein defined). Final Return Charges including but not limited to dismantle and return freight charges are estimated and will be charged at Lessor’s then prevailing rate at time of return for any Term greater than twelve (12) months. At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the “Extension Period”). During the Extension Period, Lessor has the right to, on thirty (30) days notice, increase the Rate Per Month for any or all of the Equipment to Lessor’s then prevailing rate. After the end of the Term, either party can terminate this Agreement on thirty (30) days written notice. Lessee shall have no right to cancel or terminate this Agreement during the Term.

5. Site Suitability; Inspection. Lessee shall choose a firm level site accessible by truck/delivery equipment to locate the Modular Equipment and those Value Added Products which are set upon/installed on the site. Lessee shall own such site and/or have express legal authorization to locate the Equipment upon that same site. Lessee warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of the Equipment, and further agrees to give directions and supervise the placement of such Equipment. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery, installation and knock down and return charges, including but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor (excluding the relocation of readily relocatable Value

Added Products within the Modular Equipment for Lessee’s ease of use and convenience). Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the term of this Agreement and any Extension Period. **LESSOR DOES NOT RECOMMEND OR SUPPORT THE STACKING OF MODULAR EQUIPMENT. DO NOT STACK MODULAR EQUIPMENT UNLESS YOU HAVE THE APPROVAL OF QUALIFIED ENGINEERING PROFESSIONALS, COMPLY WITH ALL OCCUPATIONAL SAFETY LAWS, AND OBTAIN ALL ZONING, BUILDING, AND OCCUPANCY PERMITS. NOTWITHSTANDING ANY EXPRESS TERMS TO THE CONTRARY, LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IF THE LESSEE STACKS MODULAR EQUIPMENT.**

6. Use; Maintenance; Condition. Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee’s possession, including obtaining all approvals, licenses, tests, inspections and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance with the Williams Scotsman Service Guide and/or relevant available Value Added Product Guide, receipt of which is hereby acknowledged by Lessee. Lessee shall keep the Modular Equipment properly ventilated and shall not allow, or permit any condition to exist that allows standing water to accumulate in, on or under the Modular Equipment and/or any relevant Value Added Products. Lessee shall not, without Lessor’s prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments from it. Lessee assumes full responsibility for any Value Added Products and/or other accessories, attachments or other items missing from the Equipment upon return. If Lessee should require Modular Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time the Modular Equipment is ordered. Any special requirements with respect to the Modular Equipment shall be handled on a case-by-case basis. ~~Lessor makes no representations as to the Equipment’s compliance with federal, state, municipal or local building codes, zoning ordinances, rules, laws or other types of regulations or use codes.~~

7. Hazardous Materials. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. “Hazardous Materials” shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state, municipal, or local laws and regulations.

8. Rent; Fees; Taxes; Late Charges. Rent for the Equipment begins to accrue upon completion of delivery and set-up, if required, of the Equipment (the “Delivery Date”). Lessee shall pay Lessor, in advance, monthly rent for the Equipment on the due date at the Rate Per Month stated in this Agreement during the Term, and at the Rate Per Month established by Lessor during the Extension Period.



EXHIBIT F – WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT/TERMS & CONDITIONS

If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1½% or maximum amount permitted by law, per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation or levied against or based upon the rentals paid or to be paid hereunder. Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept and deposit said check without prejudice to its right to recover the balance. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not be subject to any abatement, set off, defense, recoupment, or reduction for any reason whatsoever.

9. No Liens. Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances or attachments not arising out of Lessor's acts including, without limitation, mechanics' and materialman's liens.

10. Indemnity. Lessee agrees to indemnify, defend and keep harmless Lessor, its parents, subsidiaries, affiliates, directors, officers, agents, employees, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses, ~~INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR CAUSED BY THE NEGLIGENCE OF LESSOR OR ITS AGENTS OR EMPLOYEES,~~ arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment and any part or component thereof; and/or (c) the failure of Lessee to maintain and/or correctly and lawfully use the Equipment as agreed to herein. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against.

11. Loss; Damage. Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion) Lessor shall declare the relevant Equipment a Total Loss. In the event of a Total Loss of the Modular Equipment, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Agreement plus the value of all destroyed Value Added Products in accordance with Section 17, less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee, plus all applicable sales and/or transfer taxes (the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, the Lessee's lease obligation will terminate. Lessor will transfer available documents of ownership of the Modular Equipment to Lessee unless Lessor agrees to dispose of the Modular Equipment along with any destroyed Value Added Products at Lessee's cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due. Lessee's obligation to pay Lessor amounts pursuant to this

Section 11 shall be binding upon Lessee in accordance with the terms hereof.

12. Insurance. Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term and/or Extension Period liability and property insurance as follows: (A) **General Liability Insurance:** A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) **Property Insurance:** A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Value Added Products value as established by Lessor for the full term of the Agreement. (C) **General.** (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The Evidence of Insurance must provide Lessor with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies due under this Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 10 & 11.

12.1. Commercial General Liability Program: The Commercial General Liability Program may or may not be available for Value Added Products. If the Commercial General Liability Program is available in full or in part (in the Agent's sole discretion) and provided Lessee elects to participate in this program, and pays the required additional fees, the Lessee will satisfy the Lease requirements for Commercial General Liability Insurance to the extent of any limitations outlined in this Agreement. Under this program, Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") as administered by Allen Insurance Group ("Agent"). Lessee understands that Lessee will be provided with the following limits of coverage: \$2,000,000.00 General Aggregate; \$1,000,000.00 Per Occurrence; and, \$5,000.00 Premises Medical Payments each person. The insurance fee for this program will be billed monthly with the rental invoice. The monthly fee payable by Lessee is specified on the face page of the Agreement and includes Lessor's administrative fee. This is a third party liability policy which covers bodily injury and/or property damage arising from the proper use and occupancy of the leased Modular Equipment and may or may not cover Value Added Products. It has no deductible on claims. It is provided by Lessor strictly as a matter of convenience to the Lessee. The Lessee understands and agrees that Lessor only serves as a billing agent for the third party vendor of the General Liability Insurance and assumes no liability therefore. Lessee Payments will be considered payments under the Agreement; any payment default by Lessee under the Agreement will void the General Liability Insurance. The General Liability Insurance shall not, in any manner: (i) limit Lessee's liabilities or obligations under the Agreement. Lessee remains obligated to comply with any and all requirements set forth in the General Terms and Conditions of the Agreement; or, (ii) excuse Lessee from its obligation to maintain Property Damage Insurance and deliver a Certificate of Insurance therefore. Lessee will be provided with a certificate of insurance as proof of General Liability Insurance coverage, upon request, and Lessee understands that the coverage is only in effect as long as the Agreement is active. For coverage questions Lessee must contact Allen Insurance Group, Inc. at 800-922-5536 (extensions 110, 111, 112 or 113).

EXHIBIT F – WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT/TERMS & CONDITIONS

12.2. Property Damage Waiver Program: The Property Damage Waiver Program may or may not be available for Value Added Products. If the Property Damage Waiver Program is available in full or in part (in Lessor's sole discretion) and provided Lessee elects this program and pays the required additional fees, then Lessee shall not be obligated to obtain the property insurance described in Section 12(B) and Lessor agrees to relieve Lessee of its liability for loss or damage to the Modular Equipment for amounts in excess of the amount specified in the Insurance Addendum to the Agreement per unit of Modular Equipment per occurrence and for loss or damage to Value Added Products to the extent covered by the Property Damage Waiver Program and subject to the relevant deductibles. The Property Damage Waiver covers acts of vandalism, fire, and natural disasters including heavy wind, lightning, flooding, fallen trees, etc. The Property Damage Waiver **does not cover:** (1) Damage arising from or related to collision and/or upset that occurs during transport and/or relocation of Equipment by Lessee, its employees, agents, invitees or anyone acting at the direction of or on behalf of the Lessee; (2) Damage arising from or related to misuse, abuse, excess wear and tear, abandonment, or the negligence or willful misconduct of the Lessee, its employees, agents, or anyone acting at the direction of or on behalf of the Lessee; (3) Lessee's personal property and/or contents within or upon the Equipment. **LESSEE IS RESPONSIBLE FOR INSURING ITS OWN BELONGINGS;** (4) Damage or loss of use of Equipment due to contamination of the Equipment from hazardous materials, to include explosives, flammable substances, radioactive materials, asbestos, lead paint, materials containing urea, formaldehyde, polychlorinated biphenyls, petroleum products or byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, pollutants, contaminants, materials, or biological substances, including mold, whether having such characteristics in fact or defined as such under federal, state, municipal or local laws or regulations. The monthly fee payable by Lessee is specified on the face page of the Agreement and will be billed with the rental invoice. The waivers set forth herein shall not be binding upon Lessor unless the loss, damage, injury or claim is reported to Lessor, in writing, within 72 hours of its occurrence. Lessee shall cooperate with and provide to Lessor all information pertaining to such event. The waivers provided herein are automatically extinguished or terminated on the date that rent or any other charges due to be paid by Lessee become late and unpaid or upon expiration or termination of the Agreement. **NOTHING CONTAINED HEREIN SHALL CONSTITUTE A CONTRACT FOR INSURANCE OR OTHERWISE PROTECT LESSEE FROM LIABILITY TO THIRD PARTIES.**

13. Defaults; Remedies. (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (1) Lessee shall fail to make any payment due hereunder within ten (10) days after its due date; (2) Lessee shall fail to perform or observe any other term, covenant, or condition of this Agreement; (3) Lessee shall have abandoned the Equipment; (4) any representation or warranty of Lessee shall have been untrue in any material respect when made, or any information submitted by Lessee to Lessor shall be false or misleading in any material respect; or (5) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) Declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Terminate this Agreement; and/or (5) Exercise any other right or remedy available to

Lessor at law or in equity. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Agreement. Lessee shall pay all Lessor's legal fees and all other costs and expenses incurred by reason of any Event of Default. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of ten (10) days. Thereafter, if any such property is not claimed and taken by Lessee within ten (10) days after Lessor repossesses or retakes the Equipment, such property will be deemed abandoned by Lessee, and Lessor shall have the right to dispose of it. (C) **LESSEE AND LESSOR WAIVE ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS, DEFENSES, COUNTERCLAIMS AND SUITS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.**

14. Return of Equipment; Termination of Lease. At the end of the Term or any Extension Period, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs and expenses associated with the immediate pick-up of the Equipment. Lessee acknowledges and agrees that during the Extension Period all amounts for return freight, knockdown and dismantle will be billed by Lessor to Lessee at the rates then in effect on the date of surrender. The Modular Equipment shall be "broom clean" and all Equipment shall be in the same condition as delivered to Lessee, ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession, Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Modular Equipment leaving the Value Added Products intact and readily accessible. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration. Lessor shall not be liable for any damage to any personal property left in or on the Modular Equipment or for keeping or storing any personal property of Lessee left in or on the Modular Equipment; such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

15. Limited Warranty. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the term of this Agreement that it will repair structural or mechanical defects in the Modular Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Modular Equipment.



EXHIBIT F – WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT/TERMS & CONDITIONS

Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Modular Equipment, utilities connection, alteration of the Modular Equipment, use of the Modular Equipment for a purpose for which it was not intended, vandalism, misuse of the Modular Equipment, for excessive wear and tear or for which timely notice is not provided to Lessor. The repair of the Modular Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE MODULAR EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

16. Assignment. LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR SUBLET THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign any of its rights and/or obligations hereunder without notice to Lessee.

17. Value Added Products. Notwithstanding anything contained in this Agreement to the contrary, in the event of any conflict with respect to Value Added Products the following terms and conditions shall apply:

(a) Lessee shall lease the Value Added Products from Lessor and shall have no ownership rights or interests therein, except as may relate to Lessee's purchase of items which are covered by separate executed, sale agreement and/or are recognized as clearly for finite consumption (ex. kitchen, restroom and/or office supplies).

(b) Certain Value Added Products, such as portable bathrooms or generators, may contain or present certain hazardous conditions or materials. Lessee acknowledges that it is fully aware of the potential hazards in using such products and agrees to assume all risk. Lessee agrees that it shall: (i) use such products in safe manner, in accordance with all manufacturers' recommendations; (ii) perform all required maintenance on such products; and (iii) maintain and remove any waste or hazardous materials created by such products in accordance with all applicable laws, rules or regulations.

(c) Lessor may require Lessee to execute a separate Addendum for certain Value Added Products.

(d) **Limited Warranty.** The Value Added Product may be "New" or "Used" product. In the event of any defect, Lessee shall notify Lessor within (2) days of the occurrence thereof. Value Added Products shall be subject to the specific manufacturer's warranty provisions and time period, if any, as applicable to and as available for the Value Added Product. Subject to the foregoing, Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Value Added Product, utilities connections, alteration of the Value Added Product, use of the Value Added Product for a purpose for which it was not intended, vandalism, misuse of the Value Added Product, excessive wear and tear or for which timely notice is not provided to Lessor. **LESSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE VALUE ADDED PRODUCT INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE VALUE ADDED PRODUCT IS**

PROVIDED "AS IS" AND "WITH ALL FAULTS". LESSOR MAKES NO REPRESENTATIONS WITH REGARD TO THE USAGE OR CONDITION OF THE VALUE ADDED PRODUCTS.

(e) Lessee assumes all risk of loss and damage to the Value Added Products from all causes. The insurance value for the Value Added Product may or may not be included in the Equipment Value shown in this Agreement for the Modular Equipment. In the event of total loss or damage to any or all of the Value Added Product, Lessee agrees to pay Lessor the replacement value for the Value Added Product(s).

18. Miscellaneous. (a) Time is of the essence with respect to this Agreement. (b) ~~This Agreement, when signed by both parties, constitutes the entire agreement between the parties, (except as may otherwise be noted in Section 17(c), superseding and replacing all prior documents and representations, with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee (i) are superseded and replaced in their entirety by the terms and conditions of this Agreement and (ii) shall otherwise have no binding effect upon Lessor, its agents and employees. Acknowledgement by Lessor of any Lessee-supplied documents shall be for Lessee's billing purposes only. (c) If any provision of this Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 10 would be in violation of or otherwise prohibited by any applicable law, then Section 10 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (d) The obligations of Lessee under Sections 8, 9, 10, 11 and 17, which accrue during the term of this Agreement, shall survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to effect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) LESSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS OR EXPENSES. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to the payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall be governed by and interpreted under California law. Further, all legal actions arising out of or related to this Agreement shall be filed and conducted exclusively in a state or federal court in Orange County, CA, Baltimore City, Maryland. The parties hereby consent to the jurisdiction of such courts and agree that such courts constitute a convenient forum. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity. (j) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (k) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Agreement or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. (l) Each party is hereby authorized to accept and rely upon documents in paper or electronic format.~~

Lease Terms & Conditions, Revision 09/09/2013

STATE OF CALIFORNIA

SHORT FORM CONTRACT

(For agreements up to \$9,999.99)

STD. 210 (Revised 6/2003)

CONTRACT NUMBER SA-28-14PS	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.
SUBMIT INVOICE IN TRIPLICATE TO:

32nd District Agricultural Association
OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

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**.

CONTRACTOR'S NAME, hereafter called the **Contractor**.

32ND DISTRICT AGRICULTURAL ASSOCIATION

COULTER ASSOCIATES, LLC

2. The agreement term is from **02/05/14** through **02/07/14**

3. The maximum amount payable is **\$ 4,999.00** pursuant to the following charges:

Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **4,999.00** (Attach list if applicable.)

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

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)
- Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)

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* **610** GIA* _____ *If not attached, view at 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 32ND DISTRICT AGRICULTURAL ASSOCIATION		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) COULTER ASSOCIATES, LLC			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Fayetta K. Coulter, Owner			
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		ADDRESS 600 E. Moss Creek Drive, Bloomington, IN 47401 (812) 369-4191			
FUND TITLE Event Services	ITEM 5100-30	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



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

- A. Contractor shall provide pre-opening and first day carnival ride/attraction and independent amusement safety services for the UVSA Tet Festival held at 88 Fair Drive, Costa Mesa, CA 92626.
- B. UVSA Tet Festival event dates are Friday, February 7, 2014 through Sunday, February 9, 2014.
- C. Carnival ride/attraction and independent amusement safety inspection services shall take place Wednesday, February 5, 2014 through Friday, February 7, 2014. Contractor will remain onsite through the event closing time on Friday, February 7. Contractor will not be onsite for Saturday and Sunday event dates.
- D. Ride safety inspectors shall inspect all carnival rides/attractions and independent amusements contracted for UVSA Tet Festival. All ride safety inspectors shall have technical expertise, formal training and certification in the areas of electrical, structural, ride safety operations and ride maintenance.
- E. The pre-opening and first day inspection shall include structural, mechanical, electrical and operational inspection of each carnival ride/attraction and independent amusement and a written report submitted to the District's Guest Relations Supervisor, Event Services Supervisor, Event Promoter and carnival ride/attraction/independent amusement owner/operator of all findings in the form of a copy of the Inspection Checklist. All parties will be made aware of priorities for corrective action of any unsatisfactory condition that exists prior to the opening of the UVSA Tet Festival.
- F. Only carnival rides/attractions and independent amusements approved for operation by the Contractor will be authorized to operate during the event.
- G. Contractor will maintain written and photographic documentation detailing their activities, findings and opinions, of conditions, incidents and corrections during the pre-opening and first day inspection of the UVSA Tet Festival. Documentation shall include evaluation of each carnival ride/attraction/independent amusement. Contractor will make these records available to the District upon request for a period of three (3) years.
- H. Contractor fee is inclusive of all services rendered as well as all travel expenses incurred during the term of the Agreement.
- I. 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:

- A. To provide ride safety inspector with one (1) OC Fair & Event Center compatible radio for use during the inspection period.
- B. To provide office space, office telephone and UVSA Tet Festival event admission/parking credentials as needed.
- C. To pay Contractor a total amount not to exceed FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$4,999.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the postal service.

- End Exhibit A -



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-30 – Event Services

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 44395. Invoices may be sent via email to 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 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)

6. 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.

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.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- 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 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).)



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, 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.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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.

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:

- 32nd 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-

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
SA-23-14CF	#1
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

HART RANCH

2. The term of this Agreement is **01/23/14** through **02/14/14** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$0.00 Amendment \$2,430.00**

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 #23-14CF, dated December 18, 2013, between the District and Hart Brothers Livestock dba Hart Livestock is hereby amended as follows:

CONTRACTOR AGREES:



- To change the Contractor's name from Hart Brothers Livestock dba Hart Livestock to Hart Ranch.
- To change the Contractor's Federal Identification Number from 95-3577131 to Federal Identification Number 20-3384299.

STATE AGREES:

- To pay the Contractor a total sum not to exceed TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$2,430.00) upon satisfactory completion of services herein required. Payment will be Net 30 and delivered via the postal service.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
HART RANCH		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Donna Hart		
ADDRESS		
4602 Green River Drive, Corona, CA 92880 (951) 734-9400		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Doug Lofstrom, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

AMENDMENT NUMBER

SA-01-09TR**#5**

REGISTRATION NUMBER

1171954

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

CLASSIC TENTS

2. The term of this

FED ID:

Agreement is

01/01/13

through

12/31/14

3. The maximum amount of this

\$360,000.00 Amendment

Agreement after this amendment is:

\$3,001,740.50

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:**

- 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 February 28, 2014, to January 1, 2013 through December 31, 2014.
- Rental rates for this term shall be based upon the 2013 "per item" rate as stated on Contractor's Financial Proposal Bid Form dated September 20, 2008, which was submitted in response to the District's RFP #: TR-11-08.

STATE AGREES:

- To pay the Contractor a total amount not to exceed THREE MILLION ONE THOUSAND SEVEN HUNDRED FORTY DOLLARS AND FIFTY CENTS (\$3,001,740.50) 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.

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

Account #: Distribution

STANDARD AGREEMENT AMENDMENT

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-82-09FV	AMENDMENT NUMBER #7
REGISTRATION NUMBER 1122825	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

CCS ORANGE COUNTY JANITORIAL, INC. dba COMMERCIAL CLEANING SYSTEMS

2. The term of this Agreement is **04/01/13** through **03/31/14** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$0.00 Amendment**
\$1,576,280.08

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 #82-09FV, dated March 18, 2009, between the District and Pacific Building Care dba Commercial Cleaning Systems, Inc. is hereby amended as follows:



CONTRACTOR AGREES:

- To change the Contractor's name from Pacific Building Care dba Commercial Cleaning Systems, Inc. to CCS Orange County Janitorial, Inc. dba Commercial Cleaning Systems.
- To change the Contractor's Federal Employer Identification Number from 33-0126588 to Federal Employer Identification Number 90-1037691.

STATE AGREES:

- To pay the Contractor a total amount not to exceed ONE MILLION FIVE HUNDRED SEVENTY SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS AND EIGHT CENTS (\$1,576,280.08) upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) CCS ORANGE COUNTY JANITORIAL, INC. dba COMMERCIAL CLEANING SYSTEMS		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Dana A. Holladay, Senior Vice President		
ADDRESS 1375 Sunflower Avenue, Suite 200, Costa Mesa, CA 92626 (949) 370-8862		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

**OC FAIR EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
FEBRUARY 2014**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-054-14	Ultimate Trade Shows & Events, Inc.	The 37th Annual OC Home & Garden Show	Consumer Show	Anaheim Building & Los Alamitos Building	02/28/14-03/03/14	\$21,884.50
R-055-14	Cellco Partnerships dba Verizon Wireless	Verizon Wireless 2014 Kickoff	Private Event	The Hangar	1/23/14	\$9,547.00
R-089-14	The Regents of the University of California, Cooperative Extension, Orange County	Office headquarters	Office Operations	Ranch Building / Livestock Area	01/01/14-12/31/14	\$200 per month
R-090-14	On hold					
R-094-14	Semier Gourmet Meats, Inc.	Parking Space Rental	Parking Space Rental	Lot G	01/01/14-12/31/14	\$7 per space per day
R-100-14	Lisa's Gourmet Coffee	Parking Space Rental	Parking Space Rental	Lot G	01/01/14-12/31/14	\$7 per space per day
R-101-14	Kelley Blue Booko	Kelley Blue Book Annual Conference	Conference	The Hangar, OC Promenade, Baja Blues	02/18/14-02/20/14	\$16,722.00
R-102-14	Favorday Church	Favorday Church Service	Church Service	The Hangar	01/18/14-01/19/14	\$14,276.00
R-133-14	On hold					

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Ultimate Trade Shows & Events, 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 28 - 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:

The 37th Annual OC Home & Garden Show

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

\$21,884.50

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.

Ultimate Trade Shows & Events, Inc.
P.O. Box 986
Riverton, UT 84065

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

By _____

By _____

Title: **Sylvia Andersen, Promoter**

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

EXHIBIT A

Event Information

Event Name: The 37th Annual OC Home & Garden Show
Contact Person: Sylvia Andersen
Event Dates: 03/01/2014 - 03/02/2014

Contract No: R-054-14
Phone: (801) 599-6664
Hours: Saturday: 10:00 AM - 7:00 PM
 Sunday: 10:00 AM - 5:00 PM

Admission Price: Adult: \$5.00 Senior (60+): \$3.00 Child: 11 & Under Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	02/28/2014 09:00 AM - 09:00 PM	Move In	925.00
Los Alamitos Building (#14)	02/28/2014 09:00 AM - 09:00 PM	Move In	1,275.00
Saturday			
Anaheim Building (#16)	03/01/2014 10:00 AM - 07:00 PM	Event	1,850.00
Los Alamitos Building (#14)	03/01/2014 10:00 AM - 07:00 PM	Event	2,550.00
Sunday			
Anaheim Building (#16)	03/02/2014 10:00 AM - 05:00 PM	Event	1,850.00
Los Alamitos Building (#14)	03/02/2014 10:00 AM - 05:00 PM	Event	2,550.00
Monday			
Anaheim Building (#16)	03/03/2014 06:00 AM - 11:59 AM	Move Out	No Charge
Los Alamitos Building (#14)	03/03/2014 06:00 AM - 11:59 AM	Move Out	No Charge

-Move out must be completed by 11:59 AM on Monday - March 03, 2014 to avoid additional charges.

Total: 11,000.00

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 7	7.00 EA	25.00 EA	175.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Usage Rate	Estimate Only	1.00 EA	2,000.00 EVT	2,000.00
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Marquee Board (7 Consecutive Days)	02/24/2014 - 03/02/2014	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	03/01/2014 - 03/02/2014	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	03/01/2014 - 03/02/2014	2.00 EA	75.00 EA/DAY	300.00
Scissor Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Ticket Booth (Double Window)	Estimate 1	1.00 EA	100.00 EA	100.00
Wind Master Sign (Small)	Estimate 6	6.00 EA	36.00 EA	216.00

Total: 4,324.00

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 5 Hours	5.00 HR	45.00 HR	225.00
Event Days				
Grounds Attendant Lead	03/01/2014 09:00 AM - 07:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	03/01/2014 09:00 AM - 07:00 PM	1.00 EA	19.50 HR	195.00
Janitorial Attendant	03/01/2014 09:00 AM - 07:00 PM	2.00 EA	19.50 HR	390.00
Electrician	03/01/2014 09:00 AM - 07:00 PM	1.00 EA	45.00 HR	450.00
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	1.00 EA	19.50 HR	156.00
Janitorial Attendant	03/02/2014 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Electrician	03/02/2014 09:00 AM - 05:00 PM	1.00 EA	45.00 HR	360.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 5 Hours	5.00 HR	45.00 HR	225.00

Event Sales & Services

Event Coordinator	03/01/2014 09:00 AM - 07:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	03/02/2014 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Parking

Parking Attendant Lead	02/28/2014 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	02/28/2014 08:00 AM - 05:00 PM	3.00 EA	19.50 HR	526.50

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
Creative Services (<i>Signage</i>)	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

Total: 5,060.50

Summary

Facility Rental Total		\$11,000.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$9,384.50
Refundable Deposit		\$1,500.00

Grand Total: \$21,884.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	01/28/2014	\$21,884.50

Total: \$21,884.50

Payment Total: \$21,884.50

Please Remit Payment in *Check Only*

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

The OC Fair & Event Center is excited to announce that the 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 December 12, 2013

FAIRTIM

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Cellco Partnership dba Verizon Wireless** hereinafter, called the Renter

WITNESSETH:

- 1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: on **January 23, 2014**
- 2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

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

Verizon Wireless 2014 Kickoff

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

\$9,547.00

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

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

**Cellco Partnership dba Verizon Wireless
15505 Sand Canyon Avenue
Irvine, CA 92618**

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

By _____

By _____

**Title: Portia Stewart, Associate Director
Customer Service Operations**

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Verizon Wireless 2014 Kickoff
 Contact Person: Joni Mejia
 Event Dates: 01/23/2014

Contract No: R-055-14
 Phone: (949) 286-0578
 Hours: 1:00 PM - 2:30 PM

Vehicle Parking Fee: Included in Estimated Fees

Projected Attendance: 1,200

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Thursday The Hangar	01/23/2014 01:00 PM - 2:30 PM	Event	3,150.00

Move out must be completed by 11:59 PM on Thursday - January 23, 2014 to avoid additional charges. **Total: 3,150.00**

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 2	2.00 EA	18.00 EA	36.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Parking Pass (Bus)	Estimate 18	18.00 EA	14.00 EA	252.00
Parking Pass (Individual)	Estimate 10	10.00 EA	7.00 EA	70.00
Portable Electronic Message Board	01/23/2014	2.00 EA	75.00 EA/DAY	150.00
Projector and Screen	01/23/2014	1.00 EA	3,300.00 EA/DAY	3,300.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wi-Fi Open Connection	01/23/2014	1.00 EA	175.00 EA/DAY	175.00
Wireless Internet Router	01/23/2014	1.00 EA	75.00 EVT	75.00
Total:				4,613.00

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Event Day</u>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician (Set Up & Tear Down)	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<u>Clean Up</u>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<u>Event Sales & Services</u>				
Event Coordinator	01/23/2014 12:00 PM - 02:30 PM	1.00 EA	40.00 HR	100.00
<u>Parking Set Up</u>				
Parking Attendant Lead	01/23/2014 Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Parking Attendant	01/23/2014 Estimate 6 Hours	6.00 HR	19.50 HR	117.00
<u>Technology</u>				
Technology Attendant	TBD	TBD HR	35.00 HR	TBD
Total:				784.00

Summary

Facility Rental Total \$3,150.00
 Estimated Equipment, Reimbursable Personnel and Services Total \$5,397.00
 Refundable Deposit \$1,000.00

Grand Total: \$9,547.00

EXHIBIT A

Event Information

Payment Schedule

Payment Schedule

First Payment

Due Date

01/10/2014

Amount

\$9,547.00

Payment Total:

\$9,547.00

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.

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

Title: Portia Stewart, Associate Director
Customer Service Operations

Title: Sharon Augenstein, Chief Financial Officer

DRAFT

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center hereinafter called the Association, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, COOPERATIVE EXTENSION, ORANGE COUNTY hereinafter called the Renter

WITNESSETH:

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

Beginning January 1, 2014 and ending December 31, 2014

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

RANCH BUILDING

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

OFFICE HEADQUARTERS

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

\$200.00 per month

Please see Exhibits "A" "B" "C" and "E" which are incorporated and made part of the Rental Agreement

5. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

6. Renter further agrees that it shall defend, indemnify and hold the State of California, Department of Food and Agriculture, Division of Fairs and Expositions; its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims, for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Renter, its officers, employees or agents.

7. The State of California, Department of Food and Agriculture, Division of Fairs and Expositions shall defend; indemnify; and hold Renter, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, Department of Food and Agriculture, Division of Fairs and Expositions; its officers, employees, or agents.

8. Renter further agrees that it will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.

9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The attached Rules and Regulations are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.

13. Special Provisions: The Event Services Policies & Procedures handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Services Policies & Procedures handbook and agrees to abide by said Policies & 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 duplicate, by and on behalf of the parties hereto, the day and year first above written.

**The Regents of the University of California
Cooperative Extension, Orange County
1045 Arlington Drive
Costa Mesa, CA 92626**

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

By: _____

By: _____

Title: Jake McGuire, Controller & Director of Business Services

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-089-14
DATED: February 20, 2014
WITH: University Cooperative Extension
PHONE: (714) 708-1606

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2014 and ending on December 31, 2014

BUILDING(S)/LOCATION(S): Ranch Building/Livestock Area

RENTER AGREES:

- That rental agreement will expire on December 31, 2014 at which time OCFEC will take possession of the building, and that UCCE will relocate all its furniture, equipment, supplies and employees to other facilities by that date.
- To vacate three offices on the South Wing of the Ranch Building by July 1, 2014. All furniture, equipment and supplies currently stored in those offices must be removed.
- To accept the current rental location as is. Should Renter wish to make any additions and/or improvements, Renter must first obtain written approval from OCFEC Management. All improvements will be at Renter's expense.
- To ensure that a current Proof of Workers Compensation Insurance is on file at all times.
- To confine all activity to Ranch Building designated (rented) offices, Ranch classroom and multipurpose room. The Ranch classroom and multipurpose room areas must be coordinated with the OCFEC Community Relations Department. Dates and times must be agreed upon by both parties prior to usage.
- That parking around the building will not be permitted. Staff and members will be required to park in Lot G or where otherwise instructed by the OCFEC Parking Staff.
- To provide District (OCFEC) with a list of names of people that will be bringing their vehicles onto OCFEC property, and will ensure that these vehicles all have an OCFEC issued parking permit.
- That it is understood that the OCFEC is currently researching and developing further implementation of its master plan for the property. A minimum of ninety (90) days notice will be provided to Renter by OCFEC if master plan implementation affects the existing rental location or access to Renter. If determined by OCFEC that Renter shall need to relocate to another area of the property or adjust its operation at existing location, it shall be at the sole expense of Renter.
- To provide proof of insurance coverage for January 1, 2014 through December 31, 2014.
- That use of buildings or areas other than specified in this agreement must be confirmed and written into an amendment. Any additional planned usage must be submitted for review and approval at least one month prior to requested usage date.
- That although employees of Renter will be allowed to access the OCFEC, access by the general public may be limited or prohibited on below listed dates. Renter will schedule any events that might involve members of the public accordingly to avoid these dates. If Renter wishes to conduct any such activities, Renter will

notify the OCFEC Event Sales and Services Department at 708-1572 for approval. OCFEC to contact Renter if any additions or deletions are made to event dates as follows:

- February 7 - 9 TET Festival **NO ACCESS**
- April 11 - 13 Imaginology Limited Access
- April 25 - 27 America's Family Pet Expo **NO ACCESS**
- May 2 - 3 OC Marathon Limited Access
- May 4 OC Marathon **NO ACCESS**
- May 24 - 25 Scottish Fest **NO ACCESS**
- July 11 - August 10 OC Fair **NO ACCESS**
- August 29 - 31 Great Labor Day Cruise **NO ACCESS**
- September 15 - 18 Sand Sports Super Show Limited Access
- September 19 - 21 Sand Sports Super Show **NO ACCESS**
- September 25 - 26 Cruisin' For A Cure Limited Access
- September 27 Cruisin' For A Cure **NO ACCESS**

Limited Access is defined as access to the Ranch Building only. Due to major event set up, all activities must remain inside the building. Outside activities are not permitted.

32nd District (OCFEC) will provide:

1. 2,109 square feet of office space located at the Ranch Building in the Livestock Area until July 1, 2014 after which time, 1,467 square feet will be provided.
2. 82 square feet of indoor storage space located in the Ranch Building.
3. 320 square feet of outdoor space located behind the Ranch Building for storage containers.
4. Access and use of Ranch Building community space such as the restrooms, kitchen and lobby.
5. Access and use of the 1,715 square foot Community Room as scheduled with the Event Sales and Services Department.
6. Building Utilities.
7. Janitorial and floor care services for the Ranch Building community space.
8. Bulk refuse removal.
9. Daily parking space in Lot G for employees and associated business partners.
10. Parking access through Gate 8 off Arlington Drive from 5:00 AM to 12:00 Midnight.
11. Parking credential hang tags for employee vehicles.
12. Mail box at Gate 8 entry.
13. Major maintenance and upkeep of the Ranch Building, addressing such issues as exterior repairs, structural failures, main electrical faults and HVAC/plumbing system problems.

University of California Cooperative Extension (UCCE), Orange County will provide (up to June 30th, 2014)

1. \$200 per month to the District (OCFEC) for space rental and associated direct costs such as janitorial services, electricity usage and refuse removal.
2. Participation of UCCE Orange County Master Gardener Program in the Centennial Farm and Ranch Programs as may be ordered by the UCCE Orange County Director.
3. Participation of UCCE Orange County Expanded Foods and Nutrition Education Program (EFNEP), including food safety and nutrition training for English and/or Spanish speaking OCFEC staff and their families as may be ordered by the UCCE Orange County Director.
4. Participation of UCCE Orange County staff in review of the Storm Water Management Plan (SWMP) for the District (OCFEC). Such participation may include, but is not necessarily limited to:
 - a. Training of District (OCFEC) employees in implementation of the SWMP.
 - b. Ongoing consultation on the SWMP including interaction with District (OCFEC), City of Costa

Mesa, County of Orange, Santa Ana Regional Water Quality Board and the State of California.

5. Consultation and training by UCCE Orange County staff on/in insect and pest control management practices for the OCFEC facility.
6. Consultation and training by UCCE Orange County staff on/in horticulture and turf management.

University of California Cooperative Extension (UCCE), Orange County will provide (from July 1st, - December 31st, 2014)

1. \$200 per month to the District (OCFEC) for direct costs such as janitorial services, electricity usage and refuse removal.
2. Continued participation of UCCE Orange County Master Gardener Program in the Centennial Farm and Ranch Programs as may be ordered by the UCCE Orange County Director.
3. Continued participation in the currently scheduled horticulture training classes provided to OC Fair personnel as may be ordered by the UCCE Orange County Director.
4. Continued consultation on storm water runoff issues impacting the OC Fair as may be ordered by the UCCE Orange County Director.

Payment Schedule:

Payment is due on the tenth (10th) day of every month. A 1.5% late fee will be added if payment is not received by the first (1st) day of the following calendar month.

REVIEWED _____

DATE February 20, 2014

FAIRTIME

APPROVED _____

INTERIM XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Semler Gourmet Meats, 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 1, 2014 - December 31, 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:

Parking Space in Lot G

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

PARKING SPACE RENTAL

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

January - December \$7.00 per space per day

5. Please see Exhibit "A" which is 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.

**Semler Gourmet Meats, Inc.
9732 Olympic Drive
Huntington Beach, CA 92646**

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

By _____

By _____

Title: Cathy Semler, Owner

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2014 through December 31, 2014

LOCATION(S):
Parking space in Lot G

RENTER AGREES:

- That parking (storage) space is for one 15' custom-built trailer.
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- That trailer will be removed from the space on Friday of each weekend when the Orange County Market Place is open, and returned to the space on Sunday after the Orange County Market Place closes. **Fairtime Exception:** The trailer will be removed from the space on the last Friday before the Orange County Market Place is open prior to the commencement of the OC Fair. The trailer will be returned to the space after the Orange County Market Place closes on the first Sunday of operation following conclusion of the OC Fair.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Lot G.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

PAYMENT SCHEDULE:

January - December, 2014

\$7.00 per space per day, due on or before the 5th of each month.

LATE PAYMENTS: Payments received after the 10th of any month will be subject to a \$25.00 late fee.

REVIEWED _____

DATE February 20, 2014

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Lisa's Gourmet Coffee 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, 2014 - December 31, 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:

Parking Space in Lot G

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

PARKING SPACE RENTAL

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

January - December \$7.00 per space per day

- 5. Please see Exhibit "A" which is 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.

Lisa's Gourmet Coffee
8755 Hummingbird Avenue
Fountain Valley, CA 92708

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

By: _____

By: _____

Title: Lisa Grandizio Bivens, Owner

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-100-14
DATED: January 8, 2014
WITH: Lisa's Gourmet Coffee
PHONE: (714) 593-8141

EXHIBIT "A"

DATE(S) OF EVENT: January 1, 2014 through December 31, 2014

LOCATION(S):
Parking (storage) space in Lot G

RENTER AGREES:

- That parking (storage) space is for one 15' custom-built trailer.
- That no utilities or facilities will be used by Renter.
- That no hazardous materials of any kind will be stored in or around the trailer.
- That there will be nothing stored outside of the trailer at any time, nor anything stored in parking (storage) space when trailer is not occupying the space.
- That trailer will be removed from the space on Friday of each weekend when the Orange County Market Place is open, and returned to the space on Sunday after the Orange County Market Place closes. **Fairtime Exception:** The trailer will be removed from the space on the last Friday before the Orange County Market Place is open prior to the commencement of the OC Fair. The trailer will be returned to the space after the Orange County Market Place closes on the first Sunday of operation following conclusion of the OC Fair.
- That there is no in-and-out privileges taking place during events at the OC Fair & Event Center (OCFEC).
- That trailer will not be occupied, nor will preparation of any food or beverage take place while stored in space.
- That District (OCFEC) is in no way responsible for the Renter's trailer or its contents.
- That the Renter does not have exclusive use of Lot G.
- To accept the current space location as is. Should Renter wish to make any changes, Renter must first obtain written approval from OCFEC Management. All changes resulting in additional cost will be at Renter's expense.
- To refrain from discussing this arrangement with other vendors and personnel of the Orange County Market Place.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from District (OCFEC) property.
- That in the event that above stated area is no longer available to Renter, District (OCFEC) reserves the right to relocate parking (storage) space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent will be refunded.

PAYMENT SCHEDULE:

January - December, 2014

\$7.00 per space per day, due on or before the 5th of each month.

LATE PAYMENTS: Payments received after the 10th of any month will be subject to a \$25.00 late fee.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Kelley Blue Book 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 18 - 20, 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:

Kelley Blue Book Annual Conference

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

\$16,722.00

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 defend, 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.

Kelley Blue Book
195 Technology Drive
Irvine, CA 92618

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

By _____

By _____

Title: **Liz Haut, Vice President, Human Resources**Title: **Sharon Augenstein, Chief Financial Officer**

EXHIBIT A

Event Information

Event Name: Kelley Blue Book Annual Conference
 Contact Person: Ali McDermott
 Event Date: 02/20/2014

Contract No: R-101-14
 Phone: (949) 267-4908
 Hours: 8:00 AM - 3:00 PM

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 500

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
The Hangar	02/18/2014 08:00 AM - 07:00 PM	Move In	1,575.00
Wednesday			
OC Promenade	02/19/2014 08:00 AM - 07:00 PM	Move In	925.00
The Hangar	02/19/2014 08:00 AM - 07:00 PM	Move In	1,575.00
Thursday			
Baja Blues	02/20/2014 08:00 AM - 03:00 PM	Event	650.00
OC Promenade	02/20/2014 08:00 AM - 03:00 PM	Event	1,850.00
The Hangar	02/20/2014 08:00 AM - 03:00 PM	Event	3,150.00

-Move out must be completed by 11:59 PM on Thursday - February 20, 2014 to avoid additional charges.

Total: 9,725.00

<u>Estimated Equipment Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet	02/20/2014	1.00 EA	200.00 EA/DAY	200.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 5	5.00 EA	55.00 EA	275.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Folding Chairs	TBD	TBD EA	2.50 EA	TBD
Podium	TBD	TBD EA	25.00 EA	TBD
Portable Electronic Message Board	02/20/2014	2.00 EA	75.00 EA/DAY	150.00
Public Address System (Per Building)	02/20/2014	2.00 EA	75.00 EA/DAY	150.00
Scissor Lift (Banners)	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00

Total: 2,255.00

<u>Reimbursable Personnel Fees</u>				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
Event Day				
Grounds Attendant Lead	02/20/2014 07:00 AM - 03:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	02/20/2014 07:00 AM - 03:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	02/20/2014 07:00 AM - 03:00 PM	2.00 EA	19.50 HR	312.00
Electrician	TBD	TBD HR	45.00 HR	TBD
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

<u>Event Sales & Services</u>				
Event Coordinator	02/20/2014 07:00 AM - 03:00 PM	1.00 EA	40.00 HR	320.00

<u>Parking</u>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00

<u>Technology</u>				
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00

EXHIBIT A

Event Information

Outside Services

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

Total: 3,242.00

Summary

Facility Rental Total \$9,725.00

Estimated Equipment, Reimbursable Personnel and Services Total \$5,497.00

Refundable Deposit \$1,500.00

Grand Total: \$16,722.00

Payment Schedule

Payment Schedule

First Payment

Due Date

01/31/2014

Amount

\$16,722.00

Total:

\$16,722.00

Payment Total:

\$16,722.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE EXCEPT AS SET FORTH IN THE RENTAL AGREEMENT****

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.

Terms used but not defined herein shall have the meaning ascribed in the Rental Agreement.

OVATIONS

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

AMENDMENTS:

Any changes to this agreement will be outlined in an amendment to be signed and executed by Rentor and Association.

Title: Liz Haut, VP, Human Resources

Title: Sharon Augenstein, Chief Financial Officer

REVIEWED _____

DATE February 20, 2014

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and 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 **January 18 - 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:

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:

\$14,276.00

- 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 Church
12437 Lewis Street, Suite 102
Garden Grove, CA 92840

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

By _____

By _____

Title: Daniel Darling, Executive Pastor

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Favorday Church Service
 Contact Person: Marisol Richardson
 Event Dates: 01/19/2014

Contract No: R-102-14
 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>
Saturday			
The Hangar	01/18/2014 06:00 AM - 11:59 PM	Move In	1,575.00
Sunday			
The Hangar	01/19/2014 11:00 AM - 02:00 PM	Event	3,150.00

-Move out must be completed by 11:59 PM on Sunday - January 19, 2014 to avoid additional charges.

Total: 4,725.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
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
Forklift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Marquee Board (7 Consecutive Days)	TBD	TBD EA	450.00 WK	TBD
Portable Electronic Message Board	11/19/2014	2.00 EA	75.00 EA/DAY	150.00
Screen in Hangar	11/19/2014	1.00 EA	300.00 DAY	300.00
Stanchion	Estimate 36	36.00 EA	5.00 EA	180.00
Sweeper (In House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

Total: 1,929.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
Event Day				
Doors: 10:30 AM Event: 11:00 AM				
Grounds Attendant Lead	01/19/2014 09:30 AM - 03:00 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	01/19/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
Janitorial Attendant	01/19/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

Event Sales & Services

Event Coordinator	01/19/2014 9:30 AM - 02:30 PM	1.00 EA	40.00 HR	200.00
-------------------	-------------------------------	---------	----------	--------

Parking

Set Up				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00

Technology

Technology Attendant	TBD	TBD HR	35.00 HR	TBD
----------------------	-----	--------	----------	-----

Outside Services

Sound Engineer	01/19/2014 - TBD	TBD EA	750.00 DAY	TBD
----------------	------------------	--------	------------	-----

EXHIBIT A

Event Information

(Sound Engineer is required if Hangar doors are open)

Summary		Total:	2,372.00
Facility Rental Total			\$4,725.00
Estimated Equipment, Reimbursable Personnel and Services Total			\$4,301.00
Parking Buyout			\$3,750.00
Refundable Deposit			\$1,500.00
		Grand Total:	\$14,276.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>	
First Payment	01/15/2014	\$14,276.00	
		Total:	\$14,276.00
		Payment Total:	\$14,276.00

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.

OVATIONS

All food and beverage service must be discussed with and approved by Ovalsions, the OCFEC Master Concessionaire.

SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Favorday Church must comply with request.

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of February 21, 2014

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

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of February 21, 2014**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL	PROJECT NOTES
California Fair Financing Authority	03213034	10/11/13	West End Facility Electrical Upgrade	CFFA	\$531,540.00	
California Fair Financing Authority	03213043	12/11/13	Parking Lot F - Seal & Stripe	Imperial Paving	\$14,315.97	
New						
California Fair Financing Authority	3214009		On hold			
California Fair Financing Authority	3214010		On hold			
Revision/Amendment						

Joint Powers Authority

Invoices Paid in January 2014



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 73814
Dated: 01/15/2014

Payment Authorization

Date: 12/16/2013 Amount: \$7,975.00

Vendor Name: Byer Geotechnical

Invoice No.: 40302

Invoice Date: November 29, 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

Byer EC
Construction Manager

AmpCarias
Accounting Administrator

[Signature]
Managing Officer or Designee

November 29, 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 # 40302
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>
11/18/2013	EC	Maximum Density Test, Laboratory Technician	2.50	100.00/hr	\$250.00
	GM	Compaction Testing - Fill Control, Engineering Technician	8.00	100.00/hr	\$800.00
11/19/2013	GM	Compaction Testing - Fill Control, Engineering Technician	8.00	100.00/hr	\$800.00
11/20/2013	GM	Compaction Testing and Observation of Removal Bottom (1 Visit, 2 Notices), Project Geologist	8.00	150.00/hr	\$1,200.00
11/22/2013	GM	Compaction Testing - Fill Control, Engineering Technician	8.00	100.00/hr	\$800.00
11/25/2013	GM	Footing Observation and Compaction Testing, Project Geologist	8.50	150.00/hr	\$1,275.00
11/26/2013	GM	Footing Observation, Compaction Testing, and Tieback Drilling, Project Geologist	10.00	150.00/hr	\$1,500.00
11/27/2013	GM	Footing Observation, Compaction Testing, and Tieback Drilling, Project Geologist	9.00	150.00/hr	\$1,350.00

	<u>Hours</u>	<u>Amount</u>
Total from current billing period	62.00	\$7,975.00
Total Balance Due		<u>\$19,175.00</u>

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.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

Check #: 73814
Dated: 01/15/2014

Payment Authorization

Date: 12/16/2013 Amount: \$6,000.00

Vendor Name: Byer Geotechnical

Invoice No.: 40341

Invoice Date: December 17, 2013, 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

M. P. Selene
Project Manager

Byer Ed
Construction Manager

Amr Casus
Accounting Administrator

CS
Managing Officer or Designee

December 13, 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 # 40341
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>
12/2/2013	GM	Footing Observation, Compaction Testing, and Tieback Drilling, Project Geologist	8.00	150.00/hr	\$1,200.00
12/3/2013	GM	Footing Observation, Compaction Testing, and Tieback Drilling (2 Notices), Project Geologist	4.00	150.00/hr	\$600.00
12/4/2013	GM	Observation of Tieback Drilling, Project Geologist	8.00	150.00/hr	\$1,200.00
12/5/2013	GM	Observation of Tieback Drilling, Project Geologist	8.00	150.00/hr	\$1,200.00
12/6/2013	GM	Observation of Removal Bottoms, Compaction Testing, and Tieback Drilling, Project Geologist	8.00	150.00/hr	\$1,200.00
12/7/2013	HH	Observation of Tieback Testing, Project Geologist	4.00	150.00/hr	\$600.00
Total from current billing period				40.00	\$6,000.00
Total Balance Due					\$25,175.00

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.



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Check #: 73815
Dated 01/15/2014

Payment Authorization

Date: 01/10/2014 Amount: \$62,089.80

Vendor Name: CFFA
Invoice No.: 001426
Invoice Date: 01/10/2014
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 *Buyer*
Project Manager
Buyer
Construction Manager
Amir
Accounting Administrator
[Signature]
Managing Officer or Designee



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: 001426
Invoice Date: 1/10/2014
Customer Code: 32nd
Project: 03213031
Pac Amp Phase II

Description	Amount
LOU 13-031A 5th Invoice for Project Administration Fee-10%	62,089.80
	\$62,089.80

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$62,089.80
Sales Tax: 0.00
Invoice Total: \$62,089.80



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95813
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

LETTER OF UNDERSTANDING
Pacific Amphitheater Berm Renovation: Phase II Construction

To: Rebecca Desmond, Deputy Executive Director Date: August 15, 2013
California Fairs Financing Authority

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

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

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

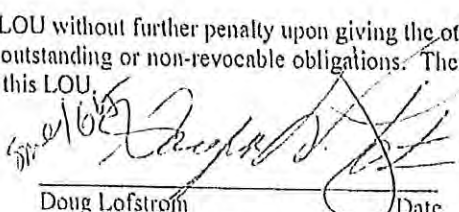
SCHEDULE: See Exhibit A (August 15, 2013) Pacific Amphitheater Berm Renovation – Phase II
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority's actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges ("Project Cost"), per Authority's fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.
2. On or before September 1, 2013, Fair shall encumber funds maintained by the Fairgrounds, the amount of TWELVE MILLION, EIGHT HUNDRED and SIX THOUSAND, EIGHT HUNDRED, FIFTY SEVEN DOLLARS and SEVENTY CENTS (\$12,806,857.70), which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

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



Rebecca Desmond Date
Deputy Executive Director
California Fair Services Authority



Doug Lofstrom Date
Chief Executive Officer
OC Fair & Event Center

8/23/13



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

Exhibit A

August 15, 2013

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

The estimated cost proposal for the construction portion of the Phase II Pacific Amphitheater Berm Renovation, and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. The construction contract will be between CFFA and the Contractor.
- C. CFFA will provide project management and administration services associated with the Phase II Pacific Amphitheater Berm Renovation construction.

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

The total cost with fees and estimated construction contract, direct and estimated reimbursable costs, with included contingencies, for Phase II Pacific Amphitheater Berm Renovation is estimated to be \$12,806,857.70. This cost includes a 15% construction contingency, professional services, estimated reimbursable costs, and CFFA management/administration fees. The construction project management/administration fee for CFFA to provide support for Phase II of the Pacific Amphitheater Berm Renovation project is \$620,898.00. Additional CFFA Project Management fees will be incurred based upon the amount of the construction contingency funding that is utilized and the professional services that are used, and will be calculated at 6% of the actual amount expended. The

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

**PACIFIC AMPITHEATER PHASE II CONSTRUCTION
Cost Breakdown**

<u>PROJECT CONSTRUCTION COSTS</u>	
Base Construction Phase II Contract	\$ 8,794,300.00
Add Alternate No.1 (Restroom 400)	\$ 592,000.00
Add Alternate No.1A (Restroom 500)	\$ 592,000.00
Add Alternate No.2 (Box Offices 200 and 300)	\$ 285,000.00
Add Alternate No.3 (Vendor Boxes)	\$ 85,000.00
Construction Sub-Total	\$ 10,348,300.00
<u>CONSTRUCTION CONTINGENCY (15%)</u>	\$ 1,552,245.00
<u>PROFESSIONAL SERVICES/CONSULTANTS</u>	
Estimated Geotechnical Monitoring and Review Services	\$ 60,000.00
Estimated Special Inspections and Third Party Services	\$ 18,000.00
Estimated Environmental and/or Laboratory Services	\$ 25,000.00
Estimated Structural Review & Observation Services	\$ 10,000.00
Professional Services Sub-Total	\$ 113,000.00
<u>ESTIMATED REIMBURSABLES, i.e.travel, reproduction</u>	\$ 72,500.00
<u>MANAGEMENT/ADMINISTRATION FEES</u>	
Project Administration Fee (6%)	\$ 620,898.00
*Construction Contingency Administration Fee (6%)	\$ 93,134.70
*Professional Services Administration Fee (6%)	\$ 6,780.00
Total Costs, with Fees and Estimated Costs	\$ 12,806,857.70

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

The project management fees will be billed in ten (10) equal monthly installments over the estimated length of the project per the LOU with the first month due upon signing of LOU and the final installment due upon completion of all contracted efforts. It is scheduled that the project will commence September 1, 2013 and be completed by June 14, 2014. Any direct or reimbursable costs will be

reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. The Contractor and all third party professional services/consultant outside services, contracted by CFFA on behalf of this project, will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

It should be noted that this Scope of Work/Cost Proposal does not include any activities associated with the proposed electric utility upgrade at the site, along with any project management fees for services to design, construct or connect to Southern California Edison (SCE) utilities. A separate Letter of Understanding (LOU) process will need to be entered into for the bidding, construction, and management of the electrical upgrade. Also, any permits or associated review procedures required by other governmental agencies or public or private entities are not included.

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

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 13-031-A, through the undersigned party.

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



CALIFORNIA
FAIR FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Check #: 73817
Dated: 01/15/2014

Payment Authorization

Date: 1/8/2013 Amount: \$13,899.00

Vendor Name: Imperial Paving Co.

Invoice No.: 415796

Invoice Date: January 6, 2014

Project No.: 03213043

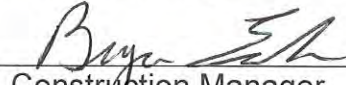
Project Name: Parking Lot F Repaving

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

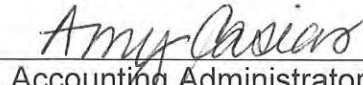
Approved for Payment



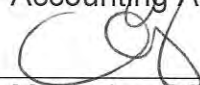
Project Manager



Construction Manager



Accounting Administrator



Managing Officer or Designee



Sold to
 ORANGE COUNTY FAIR & EVENT CTR
 88 FAIR DRIVE
 COSTA MESA, CA 92626
 ATTENTION: JERRY ELDRIDGE

Ship to
 ORANGE COUNTY FAIR & EVENT CTR
 ORANGE COUNTY FAIR GROUNDS
 88 FAIR DRIVE
 LOT 'F'
 COSTA MESA, CA 92626

<u>Account</u> ORA002	<u>P.O. Num</u>	<u>Estimator Name</u> CHRIS MELODIA - 8473	<u>Terms</u> Cash on Completion	<u>Invoice Date</u> 12/18/13	<u>Page</u> 1
--------------------------	-----------------	---	------------------------------------	---------------------------------	------------------

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	1	WORK COMPLETED AS PER CONTRACT / PROPOSAL #: 5431 - DATED: 11/18/13.		
		ORANGE COUNTY FAIR GROUNDS 88 FAIR DRIVE LOT ' F ' COSTA MESA, CA		
		SEAL COAT & RE-STRIPED		
			
	1	JOB #: 8473 - CM	13899.00 0.00	13,899.00 0.00

APPROVED VS 1/6

Subtotal 13,899.00

APPROVED _____

APPROVED _____

Total \$13,899.00

Notice To Property Owner
 If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or the firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.
 1 1/2% Service Charge Per Month Applied To All Past Due Balances.

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

ORANGE COUNTY FAIR & EVENT CENTER
88 FAIRS DR
COSTA MESA CA 92626

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

Identifying Information:

Name of Claimant: **IMPERIAL PAVING CO INC**
Name of Customer: **ORANGE COUNTY FAIR & EVENT CENTER**
Job Location: **JOB #8473-CM**
88 FAIR DR
COSTA MESA CA
LOT F

Owner: **32ND DISTRICT AGRICULTURAL**

Conditional Waiver and Release

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

Maker of Check: **ORANGE COUNTY FAIR & EVENT CENTER**
Amount of Check: **\$13,899.00**
Check Payable to: **IMPERIAL PAVING CO INC**

Exceptions

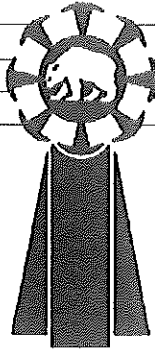
This document does not affect any of the following:

Disputed claims for extras in the amount of: **\$0.00**

Signature

Claimant's Signature: _____

Claimant's Title: **CONTROLLER**
Name of Claimant: **IMPERIAL PAVING CO INC**
Date of Signature: **12/26/2013**



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

Check #: 73839
Dated: 01/22/2014

Payment Authorization

Date: 01/16/2014 Amount: \$486,053.25

Vendor Name: AWI Builders Inc.

Invoice No.: 03

Invoice Date: 12/25/2013

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

Buyer
Project Manager

Buyer
Construction Manager

Amy Carino
Accounting Administrator

[Signature]
Managing Officer or Designee

AWI Builders, Inc.7831 Paramount Blvd.
Pico Rivera, CA 90660**TRANSMITTAL****No. 100****PROJECT:** Pac. Amphitheatre & Festival Grounds**DATE:** 1/6/2014**TO:** California Fairs Financing Authority
88 Fair Drive
Costa Mesa CA
Sacramento, CA 95815**REF:** OC FAIR PA # 3 - DECEMBE
3 SETS ORIGINAL
SIGNATURES**ATTN:** David Freese

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input checked="" type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: PAYMENT APP.	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
1	3	12/25/2011	INV	PA # 3	REV	3 Sets of PA # 3, Original Signature and Notarized; includes corresponding Conditional Progress Waiver & Release	APP

Remarks:

Please, find attached Payment Application # 3 base on approved percentages.

Thanks,

RECEIVED BY: _____

DATE: _____ TIME: _____

CC:

Signed: _____

Robert Mekikyan

OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
California Fairs Financing Authority
 88 Fair Drive, Costa Mesa CA 92626
AWI BUILDERS, INC.
 7831 Paramount Blvd. Pico Rivera CA 90660

PROJECT:
 OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II
 100 Fair Drive, Costa Mesa Ca 92626
 VIA ARCHITECT:

APPLICATION No. 03
PERIOD TO: 12/25/2013
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: 032-13031
JOB NO:

Distribution To:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

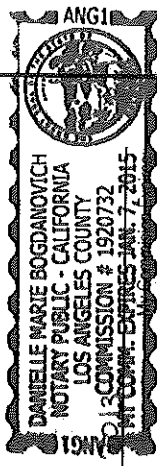
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the Contract Continuation Sheet, Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM.....	\$10,348,300.00
2. Net change by Change Order.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$10,348,300.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$2,417,960.00
5. RETAINAGE.....	
a. 5% of Completed Work (Column D + E on G703)	120,898.00
b. % of Stored Material (Column F on G703)	0
Total Retainage (Lines 5a + 5b or Total in Column I on G703).....	\$120,898.00
6. TOTAL EARNED LESS RETAINAGE.....	\$2,297,062.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$1,811,008.75
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$486,053.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$8,051,238.00

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

Contractor: Robert Mekikyan - Awai Builders, Inc. **Date:** 12/31/13
By: _____
 State of: California
 County of: Los Angeles
 Subscribed and sworn to before me this 31 Day of December
 Notary Public: Danielle Marie Bog



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 486,053.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this month	\$ -	
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

ARCHITECT:
 By: _____ **Date:** _____
INSPECTOR: _____ **Date:** 1-16-14

OC FAIR PACIFIC AMPHITHEATRE PHASE II

Schedule of Values

Project No. 3213031
 Period To: 12/20/2013 PA # 03

	B DESCRIPTION	C Contract	E WORK COMPLETED		F MATERIALS PRESENTLY STORED IN D.O.R.E.	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-C)	I RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
	DIVISION 01 - MOBILIZATION	\$ 794,000.00						
01000-0	Mobilization	\$ 25,000.00	\$ 25,000.00	-	-	25,000.00	100.00%	1,250.00
01000-1	Project superintendent 330 days	\$ 259,000.00	\$ 51,800.00	25,900.00	-	77,700.00	30.00%	3,885.00
01000-2	Temp Fencing	\$ 45,000.00	\$ 18,000.00	4,500.00	-	22,500.00	50.00%	1,125.00
01000-3	Temp toilet	\$ 15,000.00	\$ 3,000.00	1,500.00	-	4,500.00	30.00%	225.00
01000-4	AWI Office trailer	\$ 15,000.00	\$ 3,000.00	1,500.00	-	4,500.00	30.00%	225.00
01000-5	Storage bin	\$ 10,000.00	\$ 2,000.00	1,000.00	-	3,000.00	30.00%	150.00
01000-6	install temp power	\$ 25,000.00	\$ 5,000.00	2,500.00	-	7,500.00	30.00%	375.00
01000-7	Trash Bin	\$ 40,000.00	\$ 8,000.00	4,000.00	-	12,000.00	30.00%	600.00
01000-8	CPM schedule	\$ 25,000.00	\$ 25,000.00	-	-	25,000.00	100.00%	1,250.00
01000-9	Bid bond	\$ 140,000.00	\$ 140,000.00	-	-	140,000.00	100.00%	7,000.00
01000-10	Liability insurance	\$ 50,000.00	\$ 50,000.00	-	-	50,000.00	50.00%	1,250.00
01000-11	Field Supply	\$ 20,000.00	\$ 4,000.00	2,000.00	-	6,000.00	30.00%	300.00
01000-12	Office Supply's	\$ 15,000.00	\$ 3,000.00	1,500.00	-	4,500.00	30.00%	225.00
01000-13	small tools and Supply	\$ 15,000.00	\$ 3,000.00	1,500.00	-	4,500.00	30.00%	225.00
01000-14	Janitorial services	\$ 15,000.00	\$ 3,000.00	1,500.00	-	4,500.00	30.00%	225.00
01000-15	Trash Bin	\$ 20,000.00	\$ 4,000.00	2,000.00	-	6,000.00	30.00%	300.00
01000-16	Survey	\$ 50,000.00	\$ 22,500.00	2,500.00	-	25,000.00	50.00%	1,250.00
01000-17	SWPPP	\$ 10,000.00	\$ 10,000.00	-	-	10,000.00	100.00%	500.00
02000	DIVISION 02 -	\$ 175,000.00						
02070	Building selective Demolition	\$ 150,000.00	\$ 150,000.00	-	-	150,000.00	100.00%	7,500.00
02081	Asbestos Check and Contain	\$ 25,000.00	\$ 25,000.00	-	-	25,000.00	100.00%	1,250.00
	DIVISION 03 - CONCRETE	\$ 1,570,000.00						
031000	Form Work	\$ 100,000.00	\$ 10,000.00	-	-	10,000.00	10.00%	500.00
032000	Concrete reinforcement	\$ 180,000.00	\$ 18,000.00	-	-	18,000.00	10.00%	900.00
032001	Pile	\$ 150,000.00	\$ 150,000.00	-	-	150,000.00	100.00%	7,500.00
033000	Cast in place concrete	\$ 470,000.00	\$ 23,500.00	-	-	23,500.00	5.00%	1,175.00
033001	Specialty Finish plaza concrete	\$ 350,000.00	\$ -	-	-	-	0.00%	-
033500	Architectural Concrete	\$ 200,000.00	\$ -	-	-	-	0.00%	-
033713	Shotcrete	\$ 120,000.00	\$ -	-	-	-	0.00%	-
04000	DIVISION 04 - MASONRY	\$ 505,000.00						
042000	Unit Masonry	\$ 300,000.00	\$ 15,000.00	-	-	15,000.00	5.00%	750.00
042011	Masonry Rebar	\$ 55,000.00	\$ 8,400.00	-	-	8,400.00	15.00%	420.00
042011	Retaining wall	\$ 150,000.00	\$ 22,500.00	52,500.00	-	75,000.00	50.00%	3,750.00
	DIVISION 05 - STEEL	\$ 1,093,000.00						
05120	Structural Steel material	\$ 340,000.00	\$ 323,000.00	-	-	323,000.00	95.00%	16,150.00
05120	Fabrication	\$ 80,000.00	\$ 20,000.00	-	-	20,000.00	25.00%	1,000.00
05120	Installation	\$ 180,000.00	\$ -	-	-	-	0.00%	-
51213	Architectural Exposed Steel	\$ 50,000.00	\$ -	-	-	-	0.00%	-

AWI BUILDERS, INC.

OC FAIR Pacific Amphitheatre & Festival Grounds Phase II

**CONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

(CA CIVIL CODE §8132)

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

Identifying Information:

Name of Claimant: AWI BUILDERS, INC.
Name of Customer: CALIFORNIA FAIRS FINANCING AUTHORITY
Job Location: OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II
100 Fair Drive, Costa Mesa CA 92626
Owner: CALIFORNIA FAIRS FINANCING AUTHORITY
88 Fair Drive, Costa Mesa CA 92626
Through Date: 12/25/2013

Conditional Waiver and Release

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

Maker of Check: CALIFORNIA FAIRS FINANCING AUTHORITY
Amount of Check: \$ 486,053.25
Check Payable to: AWI BUILDERS, INC.

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payments:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

(4) Contract rights, including:

(A) a right based on rescission, abandonment, or breach of contract, and

(B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: 

Claimant's Title: Vice President

Date of Signature: 12/31/13

AWI BUILDERS, INC.

OC FAIR Pacific Amphitheatre & Festival Grounds Phase II

**UNCONDITIONAL WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

(CA CIVIL CODE §8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information:

Name of Claimant: AWI BUILDERS, INC

Name of Customer: CALIFORNIA FAIRS FINANCING AUTHORITY

Job Location: OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II
100 Fair Drive, Costa Mesa CA 92626

Owner: CALIFORNIA FAIRS FINANCING AUTHORITY
88 Fair Drive, Costa Mesa CA 92626

Through Date: 11/25/2013

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:


Amount of Check: \$ 1,241,431.50

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including:
 - (A) a right based on rescission, abandonment, or breach of contract, and
 - (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: 

Claimant's Title: _____

Date of Signature: 12/31/13

Check # 73720- PA # 2 - NOVEMBER



Board of Directors Agenda Report

MEETING DATE: FEB. 27, 2013 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: February 21, 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. 2014 OC Fair City Liaison Committee
- vi. Operational Needs Assessment Task Force
- vii. Veteran's Memorial Task Force



Board of Directors Agenda Report

MEETING DATE: FEB. 27, 2013 ITEM NUMBER: 9B

SUBJECT: Organizational Needs Assessment Update

DATE: February 21, 2013

FROM: Doug Lofstrom, Chief Executive Officer

PRESENTATION BY: Doug Lofstrom, Chief Executive Officer

RECOMMENDATION

Information item only.

BACKGROUND

Bill Kelly, Kelly Associates Management Group, will provide an update and status report at the Board Meeting.



Board of Directors Agenda Report

MEETING DATE: FEB. 27, 2014 ITEM NUMBER: 9C

SUBJECT: Veterans Exhibit Planning Process

DATE: February 21, 2014

FROM: Michele Richards, Chief Business Development Officer

PRESENTATION BY: Doug Lofstrom, CEO

RECOMMENDATION

The Veterans Exhibit Task Force recommends authorizing Manatt, Phelps and Phillips to work with staff and the Task Force to establish a 501(c)3 non-profit organization to allow for fundraising for large-scale education and agriculture-related projects at the OC Fair & Event Center, including the future Veterans Exhibit.

BACKGROUND

On August 22, 2013, the Board of Directors authorized the relocation of the Memorial Gardens Building to be preserved for future use. Following this action, on December 19, 2013 the Board of Directors approved the proposed site for a future Veterans Exhibit to be located on the South end of the fair footprint between Centennial Farm and the Pacific Amphitheatre. The Board also discussed OC FEC staff members Michele Richards, Joan Hamill and Jason Jacobsen working with the Veterans Exhibit Task Force.

On January 27, 2014, a kick-off meeting was held with the Task Force and other members of the veterans community to plan the Veterans Exhibit project. Additional members were recommended for a Planning Committee to include Doug Bennett from Orange Coast College and Bob Palazzola from the Costa Mesa Historical Society. The Planning Committee met on February 13, 2014 to discuss the project scope and next steps. In addition, the committee agreed the focus of the future Veterans Exhibit should include:

- A scope that is broad and inclusive of all military branches and conflicts
- Permanent exhibits which allow for interactive engagement by patrons
- Rotating exhibits for educational purposes
- Exhibits that convey the individual stories and experiences as seen through the eyes of OC veterans for the purpose of educating the community on their sacrifices and contributions

Members of the Planning Committee agreed that the critical first step in the project would be the establishment of a 501(c)3 organization to manage fundraising for the Veterans Exhibit and other future large-scale education/agriculture projects at the OC Fair & Event Center.

FISCAL IMPACT

\$12-15,000 for the entire project, including formation documents (articles, bylaws, policies, organizational actions and minutes) and preparation of the application for tax exempt status.



Board of Directors Agenda Report

MEETING DATE: FEB. 27, 2013 ITEM NUMBER: 9D

SUBJECT: District Attorney Investigation Update

DATE: February 21, 2013

FROM: Doug Lofstrom, Chief Executive Officer

PRESENTATION BY: Doug Lofstrom, Chief Executive Officer

RECOMMENDATION

Information item only.

BACKGROUND

OCFEC legal counsel, Roger Grable, will provide an oral update at the Board Meeting.