



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

**NOTICE OF MEETING**  
32<sup>ND</sup> District Agricultural Association  
OCFEC Board of Directors  
**Thursday, December 18, 2014**  
**9:00 a.m.**

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

**Board of Directors**

Ashleigh Aitken, Board Chair  
Gerardo Mouet, Vice Chair  
Stanley Tkaczyk, Member      Barbara Bagneris, Member  
Douglas La Belle, Member      Sandra Cervantes, Member  
Nick Berardino, Member      Bao Nguyen, Member  
Robert Ruiz, Member

**Secretary-Treasurer**  
Doug Lofstrom  
Chief Executive Officer, OCFEC

**32<sup>nd</sup> DAA Counsel**  
Roger Grable  
Manatt, Phelps and Phillips

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

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

## AGENDA

### 1. **CALL TO ORDER**

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

### 2. **THE MISSION OF OCFEC IS...**

Celebration of Orange County's Communities, Interests, Agriculture and Heritage (with results justifying resources expended).

### 3. **PLEDGE OF ALLEGIANCE**

### 4. **ROLL CALL (Policy 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 November 20, 2014**

Action Item

### 8. **CONSENT CALENDAR: (Policy 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. 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-256-14CF; SA-003-15CF; SA-004-15CI

- B. Amendments: SA-16-11SS (Amend. #3); SA-21-13AM (Amend. #1); SA-21-14GE (Amend. #1); SA-22-13PA (Amend. #1); SA-29-14PS (Amend. #1); SA-76-14TR (Amend. #1); SA-261-13PS (Amend. #2)
- C. Interagency Agreements: SA-002-15IA
- D. Letters of Understanding: none
- E. Rental Agreements: R-099-14; R-236-14; R-240-14; R-244-14; R-245-14; R-247-14; R-021-15; R-022-15; R-023-15; R-024-15; R-033-15; R-034-15; R-040-15; R-046-15
- F. Active Joint Powers Authority Agreements: non
- G. Correspondence  
Communications to the Board from the public in response to Board discussion or to comments made before the Board are to be listed on the meeting agenda and included in the Board materials as an item of public disclosure.
  - i. Mike Robbins (12/03/14) – Writing in response to discussion of the development of OCFEC smoking policy at the November 20, 2014 Board meeting.

*-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. Centennial Farm Foundation Board (Director Mouet)
- ii. Workers Memorial Task Force (Director Berardino, Vice Chair Aitken)
- iii. Financial Monitoring Committee (Director Mouet, Director Bagneris)
- iv. 2015 OC Fair City Liaison Committee (Director Mouet)
- v. Veteran's Memorial Task Force (Director Berardino, Director La Belle)
- vi. OCFEC Educational & Agricultural Foundation Task Force (Director Mouet, Director Bagneris)
- vii. CEO Search Task Force (Vice Chair Aitken, Director Berardino)
- viii. Legislative Monitoring Task Force (Director La Belle, Director Cervantes)
- ix. OCC/OCFEC Parking Structure Task Force (Director Tkaczyk, Director Ruiz)
- x. Organizational Needs Assessment Task Force (Director La Belle, Director Nguyen)
- xi. OCFEC Tenant Relations Task Force (Director Tkaczyk)

### **B. Orange Coast College/OCFEC Parking Structure Update**

#### **i. Staff Update**

#### **ii. College Park Residents Presentation**

#### Information Item

- C. Board and Executive Management Team Training Regarding the Bagley-Keene Act, Ethics Training, and Conflict of Interest – Presentation by Counsel**  
Information Item
- D. Review and Approve 2015 OCFEC Operating Budget & Capital / Major Projects Plan**  
Action Item
- E. Appointment of Board Members to Committees and Task Forces by Board Chair**  
Information Item
- F. Purchasing and Contracting Policy**  
Action Item
- G. Discussion of Establishment of Foundation for Fundraising Efforts**  
Action Item
- H. Discussion of Submitting Request to the Attorney General to Resume Representation of the Association**  
Action Item

**10. CLOSED SESSION (Closed to the Public)**

- A. 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.
- B. Pursuant to the provisions of Government Code Section 11126(a)(1) the Board of Directors will meet in closed session to discuss the appointment of a public employee.

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

**12. NEXT BOARD MEETING: JANUARY 22, 2015**

**13. ADJOURNMENT**

Respectfully submitted,  
OC Fair & Event Center



Doug Lofstrom  
Secretary-Treasurer  
Chief Executive Officer, OCFEC

Date of notice: 2:00 p.m. December 8, 2014



The following financial reports as of October 31, 2014 are enclosed for your reference.

#### Statement of Cash Flows

As of October 31, 2014, OCFEC's cash on hand is \$31,829,306, an increase of \$4,395,874 during 2014. Operating activities have resulted in a net cash inflow of \$11,500,133 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$7,104,259 to date.

#### Balance Sheet

Accounts Payable remains high due to final Fair-related expenses not yet paid, primarily sheriff, police and shuttle services. These expenses will be paid in November.

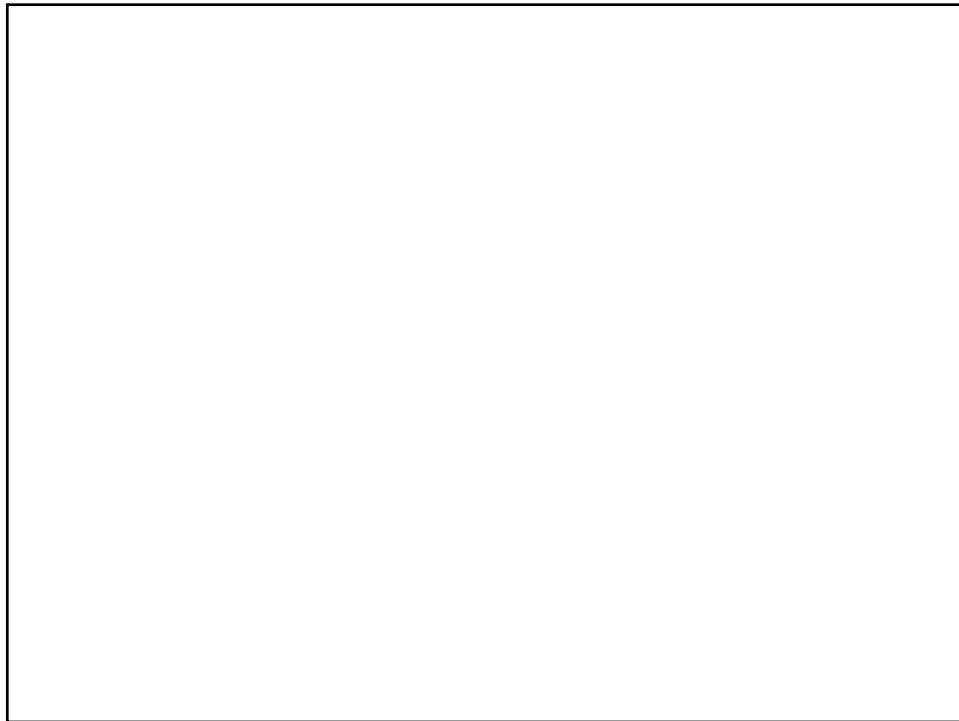
#### Income Statement

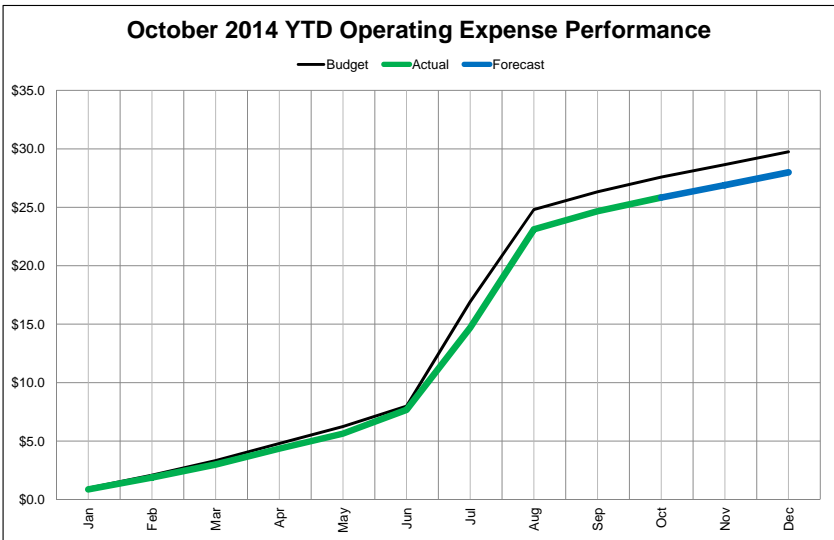
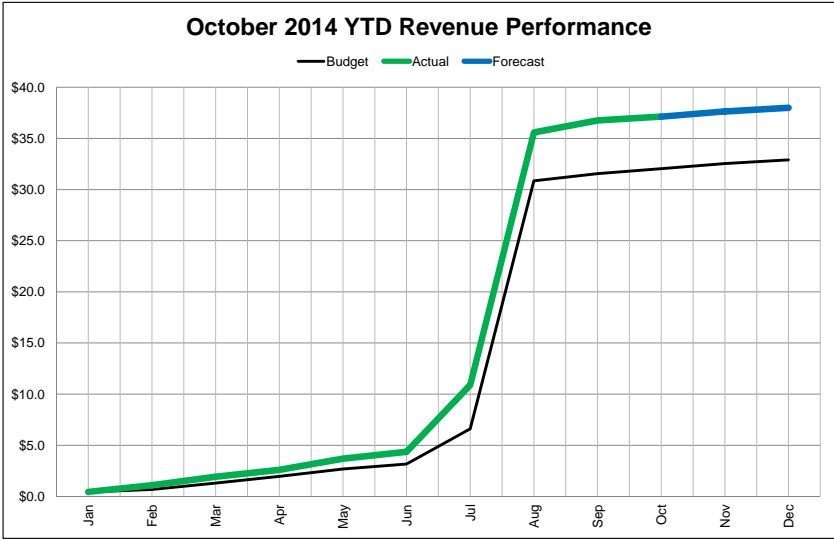
October 2014 year-to-date revenues exceed expenses by \$8,546,867, which is favorable to the budgeted net proceeds of \$1,486,576 by \$7,060,291. Excluding performance in the Major Projects category, for which the entire 2014 budget of \$481K was loaded in January, net proceeds year-to-date are favorable to budget by \$6,802,493.

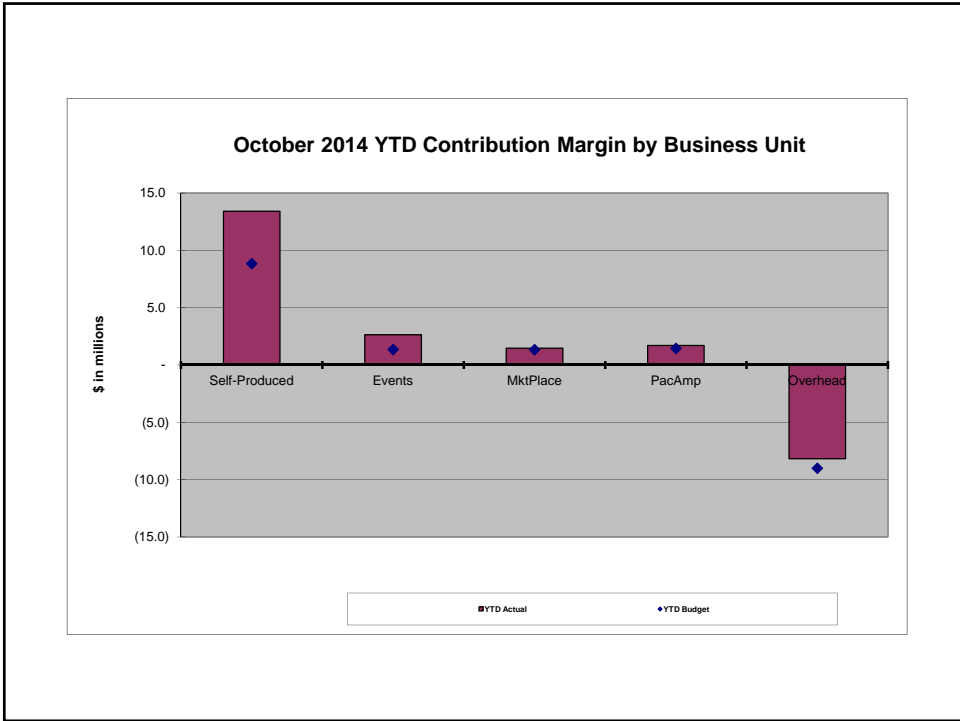
Total year-to-date revenues of \$37,134,467 are favorable to budget by \$5,094,179 primarily due to favorable performance of the Fair. Additionally, there has been favorable performance in Event Services Facility Rental Revenue of \$511K (\$90K Market Place & \$420K Interim Events) and Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$615K. \$200K of favorable revenue performance is due to receipt of the first installment of a \$500K signing bonus from Ticketmaster which was unbudgeted (\$200K initial payment plus \$100K per year in 2015, 2016 and 2017).

Total year-to-date operating expenses of \$25,837,621 are favorable to budget by \$1,754,381. Expenses in most major categories are below or close to budget at this time. Payroll and Related expense is favorable to budget by \$1.0M due primarily to timing, unfilled positions and less than anticipated employee benefits expense. Supplies and Equipment Expense exceed budget by \$146K due to rental of additional restrooms during Fair, increased equipment rental needs and procurement of improved signage and lighting. Attractions Expense is favorable to budget by \$642K due to the cost of available and booked talent for the 2014 OC Fair.

32<sup>nd</sup> DAA  
OC Fair & Event Center  
Year to Date  
Business Unit Financial Results  
As of October 31, 2014



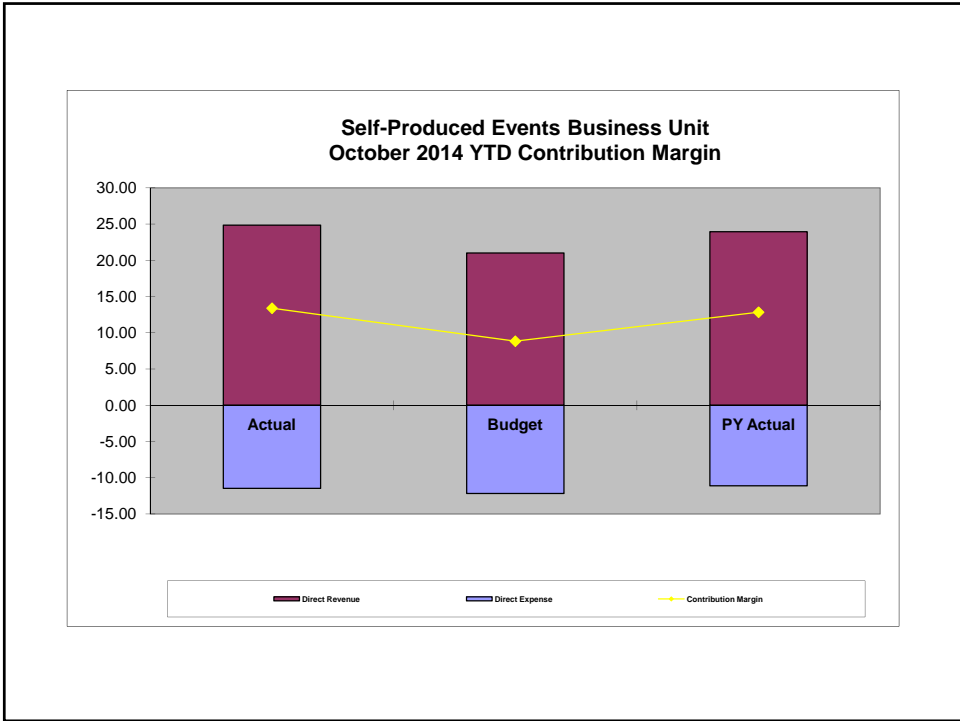




**OC Fair & Event Center  
Cash Flow Summary by Business Unit  
Year to Date as of October, 2014**

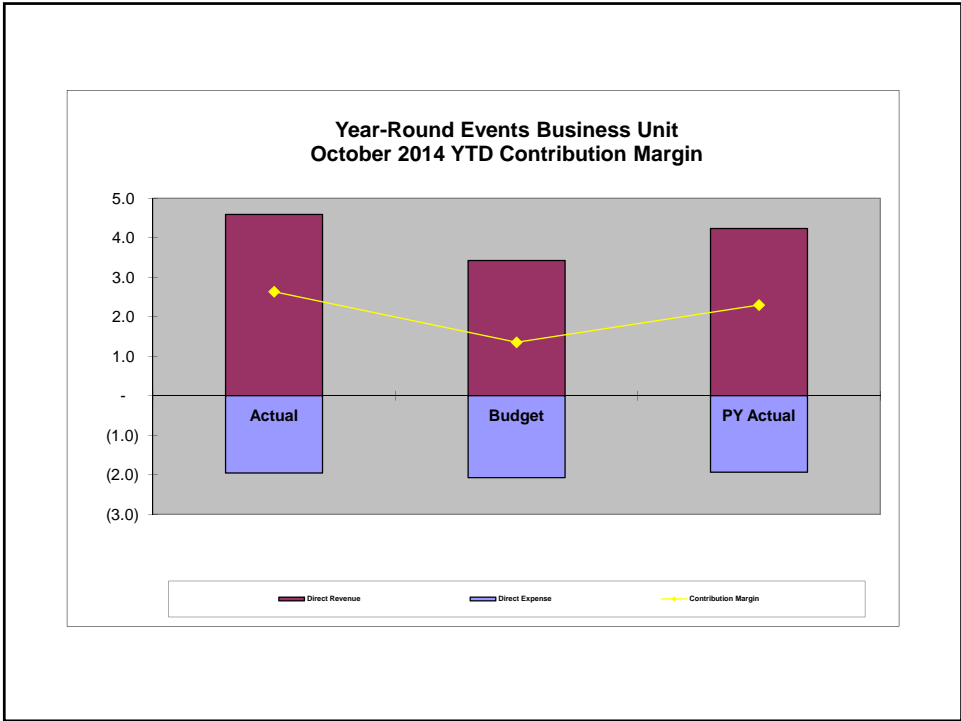
	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
<b>Contribution Margins:</b>				
Self-Produced Events Business Unit	13.4	8.8	12.8	8.6
Events Business Unit	2.6	1.4	2.3	1.6
MarketPlace Business Unit	1.5	1.3	1.7	1.6
Pacific Amphitheatre Business Unit	1.7	1.4	1.7	1.3
<b>Total Business Unit Contribution Margin</b>	<b>19.2</b>	<b>13.0</b>	<b>18.5</b>	<b>13.0</b>
Net Overhead Expense (Cash)	(8.2)	(9.0)	(7.6)	(10.4)
<b>Net Cash Provided (Used) Subtotal</b>	<b>11.0</b>	<b>4.0</b>	<b>10.9</b>	<b>2.7</b>
Capital Expenditures	(7.1)		(2.3)	(13.1)
Balance Sheet Changes	0.4		(0.6)	-
<b>Net Increase (Decrease) in Cash</b>	<b>4.4</b>	<b>4.0</b>	<b>7.9</b>	<b>(10.4)</b>





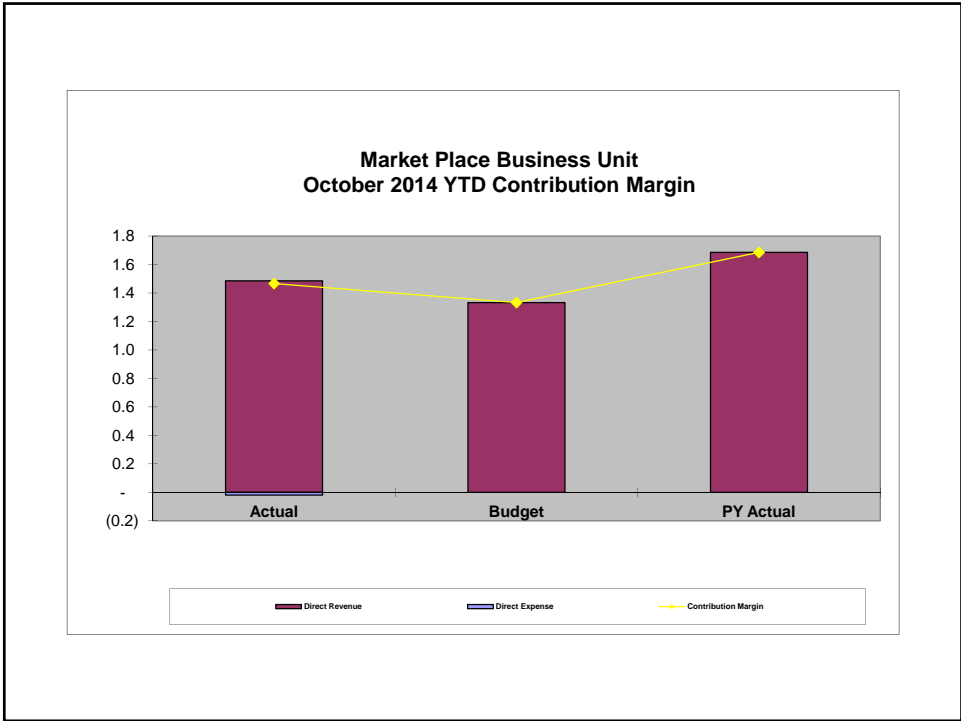
**Self-Produced Events Business Unit  
Contribution Margin Statement  
Year to Date as of October, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Admissions	\$8.3	\$7.2	\$7.6	\$7.2
Concessions	6.5	5.5	6.5	5.5
Carnival	3.5	2.7	3.3	2.7
Sponsorships	1.6	1.6	1.6	1.6
Commercial Space	1.5	1.4	1.5	1.4
Parking	2.3	1.9	2.5	1.9
Other Revenue	1.1	0.8	0.9	0.8
<b>Total Direct Revenue</b>	<b>24.9</b>	<b>21.0</b>	<b>23.9</b>	<b>21.0</b>
Payroll/Related	3.8	3.9	3.7	4.1
Outside Services	1.4	2.0	1.7	2.1
Marketing/Related	1.3	1.4	1.3	1.4
Supplies/Equipment/Rentals	2.2	2.1	2.0	2.1
Attractions	1.2	1.4	1.1	1.4
Other Expense	1.5	1.4	1.3	1.4
<b>Total Direct Expense</b>	<b>11.5</b>	<b>12.2</b>	<b>11.1</b>	<b>12.4</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$13.4</b>	<b>\$8.8</b>	<b>\$12.8</b>	<b>\$8.6</b>



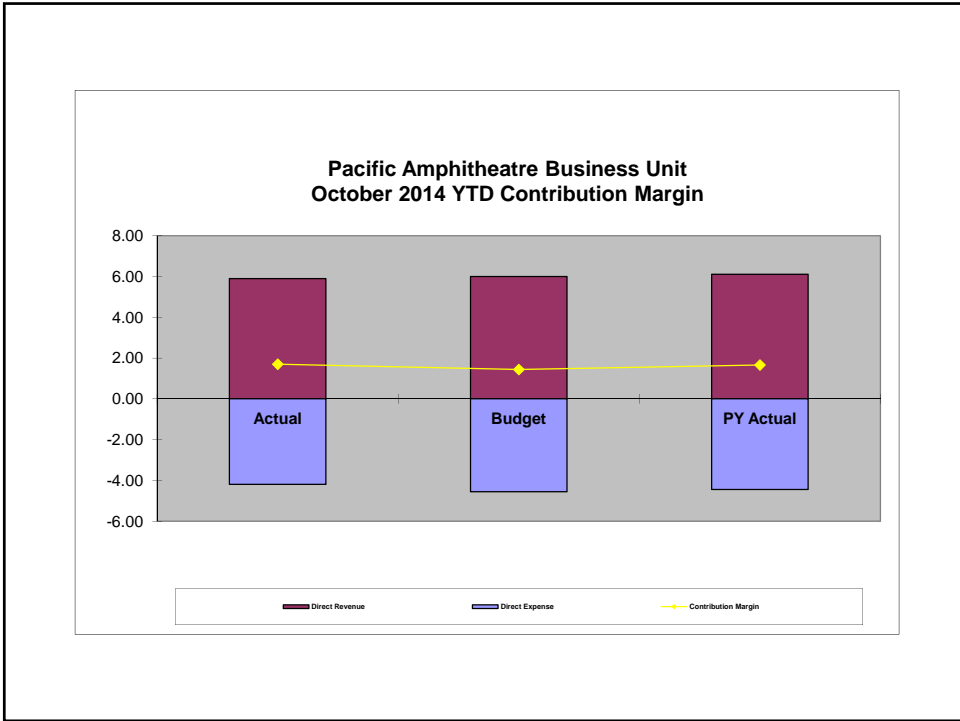
### Year-Round Events Business Unit Contribution Margin Statement Year to Date as of October, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$1.2	\$0.8	\$1.0	\$1.0
Personnel Services	0.8	0.6	0.9	0.7
Concessions	0.7	0.6	0.7	0.6
Equipment Rentals	0.5	0.4	0.5	0.4
Admissions/Parking	1.3	1.1	1.0	1.2
Other Revenue	0.1	0.1	0.1	0.1
Total Direct Revenue	4.6	3.4	4.2	4.0
Payroll/Related	1.5	1.5	1.4	1.8
Outside Services	0.1	0.1	0.1	0.1
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.2	0.3	0.3	0.3
Marketing/Related	0.1	0.1	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	2.0	2.1	1.9	2.4
Contribution to Overhead and CapEx	\$2.6	\$1.4	\$2.3	\$1.6



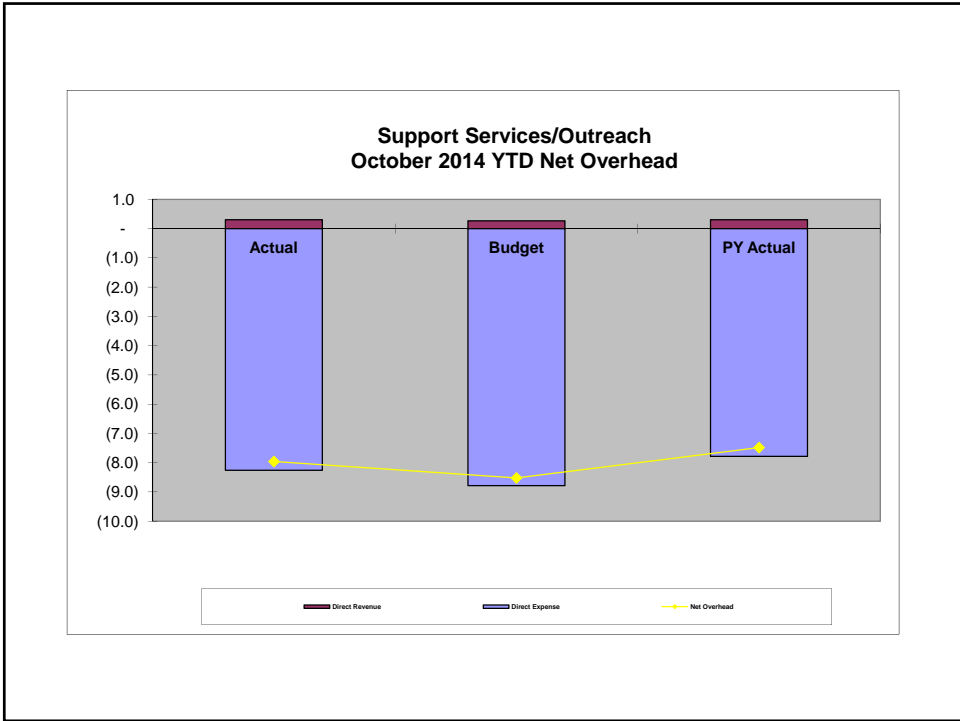
### Market Place Business Unit Contribution Margin Statement Year to Date as of October, 2014

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Rental of Facilities	\$1.4	\$1.3	\$1.7	\$1.6
Other Revenue	\$0.1	\$0.0	\$0.0	\$0.0
<b>Total Direct Revenue</b>	<b>\$1.5</b>	<b>\$1.3</b>	<b>\$1.7</b>	<b>\$1.6</b>
Marketing/Related	\$0.0	\$0.0	\$0.0	\$0.0
Other Expense	\$0.0	\$0.0	\$0.0	\$0.0
<b>Total Direct Expense</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$0.0</b>
<b>Contribution to Overhead and CapEx</b>	<b>\$1.5</b>	<b>\$1.3</b>	<b>\$1.7</b>	<b>\$1.6</b>



**Pacific Amphitheatre Business Unit  
Contribution Margin Statement  
Year to Date as of October, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Ticket Sales	\$4.0	\$4.1	\$4.4	\$4.1
Facility Fee	0.7	0.8	0.8	0.8
Concessions	0.4	0.4	0.0	0.4
Parking	0.5	0.4	0.5	0.4
Sponsorship	0.1	0.1	0.1	0.1
Other Revenue	0.1	0.2	0.4	0.2
Total Direct Revenue	<u>5.9</u>	<u>6.0</u>	<u>6.1</u>	<u>6.0</u>
Performers' Fees	2.6	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	0.5	0.5	0.5
Payroll/Related	0.1	0.1	0.1	0.3
Other Expense	0.2	0.2	0.2	0.2
Total Direct Expense	<u>4.2</u>	<u>4.6</u>	<u>4.4</u>	<u>4.7</u>
Contribution to Overhead and CapEx	<u>\$1.7</u>	<u>\$1.4</u>	<u>\$1.7</u>	<u>\$1.3</u>



**Support Services/Outreach Business Unit  
Net Overhead Summary  
Year to Date as of October, 2014**

	2014 Year to Date Actual	2014 Year to Date Budget	2013 Year to Date Actual	2014 Full Year Budget
Interest	\$0.1	\$0.0	\$0.1	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.2	\$0.1	\$0.1	\$0.2
<b>Total Revenue</b>	<b>\$0.3</b>	<b>\$0.3</b>	<b>\$0.3</b>	<b>\$0.3</b>
Payroll/Related	\$4.9	\$5.8	\$4.7	\$6.8
Facility/Related	\$1.7	\$1.7	\$1.6	\$1.9
Supplies/Telephone/Postage	\$0.6	\$0.6	\$0.5	\$0.6
Outside Services	\$0.6	\$0.3	\$0.4	\$0.4
Insurance	\$0.3	\$0.3	\$0.2	\$0.3
Other Expense	\$0.2	\$0.2	\$0.3	\$0.2
<b>Total Expense</b>	<b>\$8.3</b>	<b>\$8.8</b>	<b>\$7.8</b>	<b>\$10.2</b>
<b>Net Overhead</b>	<b>(\$8.0)</b>	<b>(\$8.5)</b>	<b>(\$7.5)</b>	<b>(\$9.9)</b>
Non-Cash Expenses:				
Depreciation Expense	\$2.5	\$2.5	\$2.5	\$3.0
<b>Total Non-Cash Expense</b>	<b>\$2.5</b>	<b>\$2.5</b>	<b>\$2.5</b>	<b>\$3.0</b>

**Note: Includes education/outreach program expenditures of \$847K**

**32nd D A A - OC Fair & Event Center  
Income Statement (Unaudited)  
Year to Date as of October, 2014**

	2014 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2013 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2014 Budget
<b>Revenues</b>								
Admissions to Grounds	\$ 10,020,329	\$ 8,543,000	\$ 1,477,329	17.3%	\$ 9,263,681	\$ 756,648	8.2%	\$ 8,543,000
Commercial Space Rental Revenue	1,460,983	1,378,000	82,983	6.0%	1,482,800	(21,817)	-1.5%	1,378,000
Carnival and Concessions Revenue	10,431,431	8,537,000	1,894,431	22.2%	9,875,410	556,021	5.6%	8,537,000
Exhibits Revenue	101,499	81,000	20,499	25.3%	90,877	10,622	11.7%	81,000
Attractions Revenue	3,394,305	3,931,300	(536,995)	-13.7%	4,093,914	(699,609)	-17.1%	3,931,300
Miscellaneous Revenue	5,264,770	4,283,000	981,770	22.9%	5,024,761	240,009	4.8%	4,283,000
<b>Total OCFEC-Produced Event Revenue</b>	<b>30,673,317</b>	<b>26,753,300</b>	<b>3,920,017</b>	<b>14.7%</b>	<b>29,831,443</b>	<b>841,873</b>	<b>2.8%</b>	<b>26,753,300</b>
Facility Rental Revenue	2,599,320	2,088,434	510,886	24.5%	2,697,124	(97,804)	-3.6%	2,561,500
Other Event Revenue	3,421,093	2,805,600	615,493	21.9%	3,350,541	70,552	2.1%	3,153,100
Equestrian Center Revenue	86,731	71,400	15,331	21.5%	99,280	(12,548)	-12.6%	85,680
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	108,821	151,804	(42,983)	-28.3%	137,365	(28,544)	-20.8%	164,124
<b>Total Rental Revenue</b>	<b>6,215,966</b>	<b>5,117,238</b>	<b>1,098,728</b>	<b>21.5%</b>	<b>6,284,310</b>	<b>(68,344)</b>	<b>-1.1%</b>	<b>5,964,404</b>
Interest Earnings	53,155	45,750	7,405	16.2%	53,982	(827)	-1.5%	54,900
Grants	79,530	74,000	5,530	7.5%	59,957	19,573	32.6%	74,000
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	112,500	50,000	62,500	125.0%	50,520	61,980	122.7%	50,000
Prior Year Revenue	-	-	-	N/A	(816)	816	-100.0%	-
<b>Total Non-Operating Revenue</b>	<b>245,185</b>	<b>169,750</b>	<b>75,435</b>	<b>44.4%</b>	<b>163,643</b>	<b>81,542</b>	<b>49.8%</b>	<b>178,900</b>
<b>Total Revenue</b>	<b>\$ 37,134,467</b>	<b>\$ 32,040,288</b>	<b>\$ 5,094,179</b>	<b>15.9%</b>	<b>\$ 36,279,396</b>	<b>\$ 855,071</b>	<b>2.4%</b>	<b>\$ 32,896,604</b>
<b>Expenses</b>								
Payroll and Related Expense	\$ 10,341,836	\$ 11,338,740	\$ 996,904	8.8%	\$ 9,874,660	\$ (467,176)	-4.7%	\$ 12,933,094
Professional Services Expense	2,654,699	2,897,020	242,321	8.4%	2,731,584	76,885	2.8%	3,037,704
Directors Expense	5,982	12,142	6,160	50.7%	11,842	5,860	49.5%	13,742
Insurance Expense	286,771	281,478	(5,293)	-1.9%	251,436	(35,335)	-14.1%	281,478
Telephone & Postage Expense	97,142	129,701	32,559	25.1%	127,888	30,747	24.0%	154,627
Supplies and Equipment Expense	3,277,594	3,131,410	(146,184)	-4.7%	2,992,381	(285,213)	-9.5%	3,197,839
Facility and Related Expense	2,963,734	2,927,079	(36,655)	-1.3%	2,818,967	(144,767)	-5.1%	3,196,220
Publicity & Related Expense	1,646,282	1,700,327	54,045	3.2%	1,574,727	(71,555)	-4.5%	1,734,737
Attractions Expense	3,779,020	4,420,800	641,780	14.5%	4,034,910	255,889	6.3%	4,420,800
Other Self-Prod Event Expense	253,471	252,434	(1,037)	-0.4%	252,434	(1,037)	-0.4%	256,934
Premium Expense	115,474	120,484	5,010	4.2%	114,220	(1,253)	-1.1%	122,284
Other Operating Expense	415,617	380,387	(35,230)	-9.3%	383,219	(32,398)	-8.5%	397,680
<b>Total Operating Expense</b>	<b>25,837,621</b>	<b>27,592,002</b>	<b>1,754,381</b>	<b>6.4%</b>	<b>25,168,268</b>	<b>(669,353)</b>	<b>-2.7%</b>	<b>29,747,139</b>
Depreciation Expense	2,481,006	2,481,010	4	0.0%	2,467,518	(13,487)	-0.5%	2,977,212
Major Projects	222,902	480,700	257,798	53.6%	109,154	(113,748)	-104.2%	480,700
Carnival Funded Expenditures	-	-	-	N/A	-	-	N/A	-
Loss on Sale of Asset	-	-	-	N/A	-	-	N/A	-
Debt Service	-	-	-	N/A	-	-	N/A	-
Prior Year Expense	46,072	-	(46,072)	N/A	106,095	60,023	N/A	-
<b>Total Non-Operating Expense</b>	<b>2,749,979</b>	<b>2,961,710</b>	<b>211,731</b>	<b>7.1%</b>	<b>2,682,767</b>	<b>(67,212)</b>	<b>-2.5%</b>	<b>3,457,912</b>
<b>Total Expense</b>	<b>\$ 28,587,600</b>	<b>\$ 30,553,712</b>	<b>\$ 1,966,112</b>	<b>13.5%</b>	<b>\$ 27,851,035</b>	<b>\$ (736,565)</b>	<b>-5.2%</b>	<b>\$ 33,205,051</b>
<b>Net Proceeds</b>	<b>\$ 8,546,867</b>	<b>\$ 1,486,576</b>	<b>\$ 7,060,291</b>	<b>474.9%</b>	<b>\$ 8,428,361</b>	<b>\$ 118,506</b>	<b>1.4%</b>	<b>\$ (308,447)</b>

**32nd D A A - OC Fair & Event Center  
Balance Sheet (Unaudited)  
October, 2014**

	<u>2014</u>	<u>2013</u>
<b>Assets</b>		
Cash	\$ 989,274	\$ 476,864
Investments	30,840,032	30,324,447
Accounts Receivable	426,004	730,983
Reserve for Bad Debt	(29,614)	(50,565)
Prepaid Assets	-	-
<b>Current Assets</b>	<b><u>32,225,696</u></b>	<b><u>31,481,729</u></b>
Deferred Expenses	69,584	234
Capital Projects in Process	12,106,896	2,810,992
Land	133,553	133,553
Buildings and Improvements	32,963,400	34,836,077
Equipment	76,819	650,559
<b>Long Term Assets</b>	<b><u>45,350,252</u></b>	<b><u>38,431,415</u></b>
<b>Total Assets</b>	<b><u>\$ 77,575,948</u></b>	<b><u>\$ 69,913,144</u></b>
<b>Liabilities</b>		
Accounts Payable	\$ 1,305,026	\$ 108,966
Deferred Revenue	363,554	501,171
Other Payroll Deductions	206,665	299,590
Deposits	30,250	37,000
Other Liabilities	-	174
<b>Short Term Liabilities</b>	<b><u>1,905,495</u></b>	<b><u>946,902</u></b>
Compensated Absence Liability	1,007,530	1,017,638
Long Term Debt	-	-
<b>Long Term Liabilities</b>	<b><u>1,007,530</u></b>	<b><u>1,017,638</u></b>
<b>Total Liabilities</b>	<b><u>2,913,025</u></b>	<b><u>1,964,540</u></b>
<b>Resources</b>		
Investment in Capital Assets	45,280,668	38,478,425
Net Resources - Designated Use	866,460	728,958
Restricted Capital	-	-
Net Resources Available for Operations	19,942,469	20,285,633
Net Resources - Auction Fund	26,459	27,229
	<u>66,116,056</u>	<u>59,520,244</u>
Net Proceeds from Operations	8,546,867	8,428,361
<b>Total Resources</b>	<b><u>74,662,923</u></b>	<b><u>67,948,605</u></b>
<b>Total Liabilities and Net Resources</b>	<b><u>\$ 77,575,948</u></b>	<b><u>\$ 69,913,144</u></b>

**32nd DAA - OC Fair & Event Center  
Statement of Cash Flows (Unaudited)  
Year to Date - October 2014**

**Cash Flows from Operating Activities:** **YTD 2014**

<b>Net Proceeds</b>	<b>\$8,546,867</b>
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**Non-Cash Expenses:**

Depreciation Expense *	2,516,077
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**Balance Sheet Activity:**

(Incr) Decr in Accounts Receivable	20,453
(Incr) Decr in Other Assets	(50,934)
Incr (Decr) in Accounts Payable	320,582
Incr (Decr) in Other Accrued Liabilities	147,088
Subtotal	437,189

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

**11,500,133**

**Cash Flows from Investing Activities:**

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(7,104,259)
	(7,104,259)

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

**(7,104,259)**

<b>Net Increase (Decrease) in Cash</b>	<b>\$4,395,874</b>
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Cash at Beginning of Year	27,433,432
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**Cash at End of Period**

**\$31,829,306**

\* Includes \$35,071 of Prior Year Expenses - Depreciation



**32nd DAA - OC Fair & Event Center**  
**Capital Expenditures & Major Projects Spending (Unaudited)**  
**October, 2014**

<u>Description</u>	<u>2014 Budget</u>	<u>2014 Spent</u>	<u>2014 Remaining</u>
<b>Buildings and Improvements</b>			
Pac Amp Renovation	10,704,000.00	5,897,276.60	4,806,723.40
ASA Sound System	75,000.00	43,636.78	31,363.22
Lot B Slurry & Stripe	230,000.00	0.00	230,000.00
Lot C Slurry & Stripe	60,000.00	0.00	60,000.00
West End Facility Electrical	531,540.00	546,470.34	(14,930.34)
AG Memorial	90,000.00	9,000.00	81,000.00
ASA: Re-Roof & Structure Repair	210,000.00	0.00	210,000.00
ASA: Entry Sign Replacement	12,000.00	0.00	12,000.00
ASA: Asphalt Repair & Replace	40,000.00	0.00	40,000.00
PA: Structure Wing Reno	160,000.00	214,753.89	(54,753.89)
PA: Back Stage Curtains	25,000.00	36,500.07	(11,500.07)
Livestock Ln: Elec Upgrade	35,000.00	0.00	35,000.00
Gate 2: Asphalt Drive Lane	150,000.00	0.00	150,000.00
Gate 3: Parking Shelter	10,000.00	0.00	10,000.00
Gate 10: Asphalt Repair	40,000.00	0.00	40,000.00
Parking: Signage	100,000.00	6,609.45	93,390.55
Ranch: Asphalt Repair Livestock	65,000.00	0.00	65,000.00
<b>Total Buildings and Improvements</b>	<b>12,537,540.00</b>	<b>6,754,247.13</b>	<b>5,783,292.87</b>
<b>Carnival Improvements</b>			
Interior Grounds Asphalt Seal	170,000.00	4,655.09	165,344.91
Lot G - Repair, Slurry & Stripe	250,000.00	0.00	250,000.00
Festival Fields: Sprinkler System	15,000.00	0.00	15,000.00
Carn Improv - Lot A: RR Utilities	0.00	35,822.06	(35,822.06)
Carn Improv - South Lawn: Pullboxes	0.00	21,297.46	(21,297.46)
<b>Total Carnival Improvements</b>	<b>435,000.00</b>	<b>61,774.61</b>	<b>373,225.39</b>
<b>Equipment</b>			
Parking Ops Utility Truck	30,000.00	0.00	30,000.00
Dumpsters (10ct 4x4's)	50,000.00	0.00	50,000.00
Exhibit Equipment	20,000.00	0.00	20,000.00
Compactor	40,000.00	62,221.64	(22,221.64)
Rider Sweeper/Scrubber	0.00	122,355.30	(122,355.30)
Telescoping Lift	0.00	103,660.50	(103,660.50)
<b>Total Equipment</b>	<b>140,000.00</b>	<b>288,237.44</b>	<b>(148,237.44)</b>
<b>Total Capital Expenditures</b>	<b>13,112,540.00</b>	<b>7,104,259.18</b>	<b>6,008,280.82</b>
<b>Major Projects</b>			
ASA Repainting	160,000.00	0.00	160,000.00
Pac Amp - Paint/Repair Superstructure	170,000.00	150,912.55	19,087.45
Org Needs Assessment	43,200.00	34,700.00	8,500.00
PA: Paint Spot Light Tower	25,000.00	18,900.00	6,100.00
PA: Asphalt Color Seal	10,000.00	0.00	10,000.00
Ops: Water Truck Tank Replace	18,500.00	18,389.00	111.00
IT: Website Redesign	20,000.00	0.00	20,000.00
Bldg 10: Womens RR Exhaust Fans	14,000.00	0.00	14,000.00
IT: Ticket Booth PC's Upgrade	11,500.00	0.00	11,500.00
Lndscp: Perimeter Irrigation System	8,500.00	0.00	8,500.00
<b>Total Major Projects</b>	<b>480,700.00</b>	<b>222,901.55</b>	<b>257,798.45</b>
<b>Total Capital Expenditures &amp; Major Projects</b>	<b>13,593,240.00</b>	<b>7,327,160.73</b>	<b>6,266,079.27</b>

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
E14313237	11/3/2014	CA Public Employees Retirement System	638.08
E20141031	11/3/2014	Board Of Equalization	30,537.00
EL3076476995	11/5/2014	PayPal	59.95
75721	11/6/2014	626 Night Market	2,248.09
75722	11/6/2014	AT&T	31.24
75723	11/6/2014	Blue Shield Of California	16,522.02
75724	11/6/2014	Byer Geotechnical, Inc.	400.00
75725	11/6/2014	California Technology Agency	722.00
75726	11/6/2014	California Fair Services Authority	1,502.70
75727	11/6/2014	California Fair Services Authority	212.00
75728	11/6/2014	CCS Orange County Janitorial, Inc.	12,611.95
75729	11/6/2014	CR&A Custom, Inc.	1,645.45
75730	11/6/2014	DeltaCare USA	694.22
75731	11/6/2014	Delta Dental Plan Of California	3,892.49
75732	11/6/2014	Everlast Builders, Inc.	6,278.00
75733	11/6/2014	Heider Engineering Services, Inc.	2,751.00
75734	11/6/2014	IUOE, Craft/Maint. Division	1,050.00
75735	11/6/2014	Jerry Liu & Associates	1,137.50
75736	11/6/2014	Kaiser Permanente	24,214.95
75737	11/6/2014	Leslie Trasport	689.25
75738	11/6/2014	Noise Group, LLC	945.75
75739	11/6/2014	NRG Maintenance	150.00
75740	11/6/2014	Pacific Clippings	59.00
75741	11/6/2014	CA Public Employees Retirement System	41,800.80
75742	11/6/2014	Platinum Resource Group	1,462.50
75743	11/6/2014	U.S. Postmaster	220.00
75744	11/6/2014	Robin Wachner	98.00
75745	11/6/2014	Zano Productions	1,075.00
75746	11/6/2014	SanGar Builders, Inc.	1,600.00
75747	11/6/2014	SEIU Local 1000 CA State Employees Asso.	1,865.77
75748	11/6/2014	Silverado Stages, Inc.	102,810.25
75749	11/6/2014	South Coast Striping, Inc.	1,750.00
75750	11/6/2014	The Gas Company	431.48
75751	11/6/2014	Williams Scotsman, Inc.	1,139.41
75752	11/6/2014	Marie Torres	225.00
75753	11/12/2014	American Express	416.24
75754	11/12/2014	American Express	4,893.34
75755	11/12/2014	Apex Performance, Inc.	862.25
75756	11/12/2014	Backyard BBQ Village, Inc.	2,871.00
75757	11/12/2014	Carissa Hinshaw	137.75
75758	11/12/2014	Cart Mart, Inc.	1,874.55
75759	11/12/2014	California Fair Services Authority	442.00
75760	11/12/2014	ChopShop Entertainment, Inc.	4,900.00
75761	11/12/2014	City of Costa Mesa	303,684.34
75762	11/12/2014	CCS Orange County Janitorial, Inc.	1,607.58

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
75763	11/12/2014	CR&A Custom, Inc.	1,099.45
75764	11/12/2014	Department of Forestry & Fire Protection	2,104.00
75765	11/12/2014	VOID	-
75766	11/12/2014	Favorday Church	1,500.00
75767	11/12/2014	Jose Martinez Tree Service, Inc.	2,000.00
75768	11/12/2014	Lawrence Roll-Up Doors, Inc.	1,251.08
75769	11/12/2014	Lisa Sexton	6,612.50
75770	11/12/2014	Marketwire, Inc.	500.00
75771	11/12/2014	Morpac International	1,415.00
75772	11/12/2014	Gravity Technologies Inc.	349.00
75773	11/12/2014	Noble Iron, Inc.	1,517.20
75774	11/12/2014	Orange County Treasurer-Tax Collector	492,346.47
75775	11/12/2014	Ovations FanFare, LP	285.30
75776	11/12/2014	Pinnacle Petroleum, Inc.	1,842.95
75777	11/12/2014	Platinum Resource Group	1,472.25
75778	11/12/2014	Red Wing Hatchery	90.20
75779	11/12/2014	Safeguard Health Plans	91.82
75780	11/12/2014	Southern California Edison	7,027.25
75781	11/12/2014	Southern California Marine Association	1,144.25
75782	11/12/2014	State Disbursement Unit	331.00
75783	11/12/2014	Technical Air Corporation	646.00
75784	11/14/2014	Manatt, Phelps & Phillips, LLP	17,084.80
75785	11/20/2014	A & H Refrigeration, Inc.	501.00
75786	11/20/2014	Aquatic Service, Inc.	195.00
75787	11/20/2014	AWI Builders, Inc.	427,153.73
75788	11/20/2014	The Blue Ribbon Foundation	30,000.00
75789	11/20/2014	Boyd & Associates, Inc.	205.00
75790	11/20/2014	BurrellesLuce	136.20
75791	11/20/2014	Center for Transportation Safety LLC	1,135.00
75792	11/20/2014	California Fairs Financing Authority	6,189.72
75793	11/20/2014	California Fair Services Authority	25,716.22
75794	11/20/2014	Clint Eastman	170.00
75795	11/20/2014	CCS Orange County Janitorial, Inc.	2,752.08
75796	11/20/2014	Moor + South/Pier Management Company, L	5,696.60
75797	11/20/2014	CR&R Inc.	6,724.91
75798	11/20/2014	CR&A Custom, Inc.	11,466.00
75799	11/20/2014	Critical Mention, Inc.	749.75
75800	11/20/2014	Department of General Services	532.79
75801	11/20/2014	VOID	-
75802	11/20/2014	Johnson Lift/Hyster	1,027.35
75803	11/20/2014	VOID	-
75804	11/20/2014	Frances Leary	56.97
75805	11/20/2014	Lisa Sexton	6,612.50
75806	11/20/2014	Loomis Armored US, LLC	107.30
75807	11/20/2014	Lopez Works, Inc.	15,943.45

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

<b>Check No.</b>	<b>Date</b>	<b>Vendor Name</b>	<b>Amount</b>
75808	11/20/2014	Manatt, Phelps & Phillips, LLP	8,459.45
75809	11/20/2014	Medical and Safety Management, Inc.	1,560.00
75810	11/20/2014	Mesa Water District	14,162.96
75811	11/20/2014	Michael A. DeVries	600.00
75812	11/20/2014	Mike's Precision Welding, Inc.	2,480.00
75813	11/20/2014	Million Dollar Tan	502.00
75814	11/20/2014	nQativ Solutions	18,799.20
75815	11/20/2014	Pacific Clippings	59.00
75816	11/20/2014	Pasco Doors	262.50
75817	11/20/2014	Pinnacle Landscape Company	4,457.00
75818	11/20/2014	Platinum Resource Group	2,749.50
75819	11/20/2014	Quickel Paving	4,750.00
75820	11/20/2014	Rebecca Marocchi	104.60
75821	11/20/2014	Red Wing Hatchery	90.20
75822	11/20/2014	Southern California Edison	86,855.63
75823	11/20/2014	Sugar Plum Festivals	1,260.00
75824	11/20/2014	TalentWise, Inc.	180.00
75825	11/20/2014	Ticketmaster LLC	118.44
75826	11/20/2014	Verizon Wireless	1,537.59
E14313237	11/21/2014	CA Public Employees Retirement System	122,170.65
75827	11/25/2014	AT&T	209.00
75828	11/25/2014	Blue Shield Of California	16,380.16
75829	11/25/2014	CCS Orange County Janitorial, Inc.	233.58
75830	11/25/2014	CR&A Custom, Inc.	534.61
75831	11/25/2014	VOID	-
75832	11/25/2014	Jennifer Olvera	69.42
75833	11/25/2014	VOID	-
75834	11/25/2014	Kaiser Permanente	26,332.11
75835	11/25/2014	Marie Torres	94.18
75836	11/25/2014	CA Public Employees Retirement System	40,513.37
75837	11/25/2014	Phillip M. Harris	1,667.50
75838	11/25/2014	Ray Cammack Shows, Inc.	525.00
75839	11/25/2014	State Disbursement Unit	331.00
75840	11/25/2014	Williams Scotsman, Inc.	18,395.29
E6E146AA94F	11/26/14	US Bank	94,311.79
<b>Total November AP Checks/Electronic Payments</b>			<b>2,139,697.72</b>

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING  
HELD NOVEMBER 20, 2014**

**1. CALL TO ORDER:**

Chair Aitken called the meeting to order at 9:02 a.m.

**2. MISSION STATEMENT:**

Chair Aitken recited the OCFEC Mission Statement.

**3. PLEDGE OF ALLEGIANCE:**

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

**4. DIRECTORS PRESENT:**

Chair Aitken, Vice Chair Mouet, Director Tkaczyk, Director La Belle, Director Bagneris, Director Cervantes and Director Ruiz

**DIRECTORS ABSENT/EXCUSED:**

Director Berardino and Director Nguyen

**OTHERS PRESENT:**

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Jeff Willson, OCFEC; Jerry Eldridge, OCFEC Director of Facilities; Elaine Kumamoto, OCFEC Director of Finance; Joan Hamill, OCFEC Director of Community Relations; Jerry Eldridge, OCFEC Director of Facilities; Nick Buffa, OCFEC; Howard Sandler, OCFEC Director of Events; Jason Jacobsen, OCFEC Director of Planning and Presentation; Roger Grable, Manatt, Phelps & Phillips, LLP; Larry Sassone; Tony Fiori, RCS; Roy Englebrecht, OC Fight Club; Frank Rojas, CPS HR Consulting; Mike Robbins; Jeanine Robbins; Chuck Duggan; Reggie Mundekis; Clint Eastman, CPMG; Barbara Gregerson, OCFEC; Danika Wignall, CPMG; Julie MacRae, OCFEC; Christine Gunst, OCFEC; Evy Young, OCFEC; Jill Lloyd, OCMP; Kelly Shelton, City of Costa Mesa; Robert Palazolla; Brad Zint, Daily Pilot; Stew Suchman, OCMP legal counsel; Juan Quintero, Ovations; Beth Refakes; Teresa Dayton, OCFEC; Telly Selecki; Julie Zaldo; Winton Ashton; Ed Straub; Susan Meyer; Jay Humphrey

**5. CEO'S OPERATIONAL UPDATE**

Chair Aitken presented Director Tkaczyk with a plaque commemorating his term as Board Chair.

Director Tkaczyk thanked his fellow Board members, noting that the Board would be in good hands under the leadership of Chair Aitken.

Director La Belle discussed the Boys Republic and the production of the annual Della Robbia wreath.

Jennifer Muir, OCEA, gave a thank you to OCFEC for the Veterans + Labor Community Celebration on behalf of OCEA.

Doug Lofstrom, OCFEC CEO, reminded the audience of 25<sup>th</sup> anniversary celebration for Centennial Farm later that afternoon.

Michele Richards, OCFEC Chief Business Development Officer, gave a presentation regarding the 25<sup>th</sup> anniversary of Centennial Farm.

Richards then introduced Evy Young, OCFEC Education Supervisor. Young then introduced Ms. Telly Selecki, who spoke of the positive impact the Ranch After School Program had on her son.

Julie Zaldo, Centennial Farm docent, spoke of her experiences at Centennial Farm as an elementary school teacher for children with special needs.

Winton Ashton, Centennial Farm docent, spoke of his experience as a longtime docent at the Farm.

Staff showed a video presenting the history of Centennial Farm.

Lofstrom thanked the Centennial Farm staff and docents on behalf of the Executive Management Team.

Joan Hamill, OCFEC Director of Community Relations, introduced the oxen drover team.

Richards then acknowledged Director Bagneris' birthday and staff distributed cupcakes.

Director Tkaczyk asked how the name Centennial Farm came about.

Winton Ashton stated that Centennial Farm was founded around the OC Fair's centennial.

Jerry Eldridge, OCFEC Director of Facilities, thanked Vice Chair Mouet, Director Bagneris and Director Cervantes for taking part in the budget study session. He then provided an update regarding the Pacific Amphitheatre Phase II construction.

## 6. PUBLIC COMMENT

Robert Palazolla, Costa Mesa Historical Society, spoke in appreciation for the Veterans Day event at OCFEC and spoke about the importance to the veterans.

Kelly Shelton, City of Costa Mesa, announced that the Costa Mesa City Council had voted to become a host town for the 2015 Special Olympics World Games. She mentioned the possibility of a partnership with OCFEC. She then noted that Snoopy Hall would be opening soon at City Hall.

Beth Refakes commented upon the Veterans Day event noting that the event had grown since last year and hope it continues next year. She also mentioned that Costa Mesa proclaimed that it is now a Purple Heart City.

Reggie Mundekis offered happy birthday to Centennial Farm and Director Bagneris. She then spoke about AB2490 and asked that the new purchasing regulations be discussed and voted on at the December meeting. She spoke about concerns about Pacific Amphitheatre contracting, stating that there was a breach of the settlement currently in place. She asked that the Board support Gary Hardesty. She stated that the Board has direct supervision of staff and can make staffing changes. She suggested that the Board budget more money for sound mitigation in 2015.

## 7. MINUTES:

### A. Board Meeting held October 23, 2014

Action Item

### B. Board Meeting held November 10, 2014

Action Item

**ACTION:** Director Tkaczyk motioned and Director La Belle seconded to review and approve the minutes from the Board meeting held October 23, 2014. **MOTION PASSED UNANIMOUSLY**

**ACTION:** Director Tkaczyk motioned and Director Cervantes seconded to review and approve the minutes from the Board meeting held November 10, 2014. **MOTION PASSED WITH DIRECTOR RUIZ ABSTAINING**

## 8. CONSENT CALENDAR

A. Standard Agreements: SA-253-14MA; SA-254-14FR; SA-255-14AP;

SA-256-14CF

- B. Amendments: SA-13-11EM (Amend. #4); SA-14-11PS (Amend. #6); SA-17-11FA (Amend. #2); SA-261-13PS (Amend. #2)
- C. Interagency Agreements: SA-002-15IA
- D. Letters of Understanding: none.
- E. Rental Agreements: R-088-14; R-168-14; R-179-14; R-197-14; R-203-14; R-215-14; R-219-14; R-223-14; R-227-14; R-228-14; R-230-14; R-233-14; R-234-14; R-235-14; R-238-14; R-239-14; R-241-14; R-242-14; R-002-15; R-003-15; R-019-15; R-020-15; R-026-15; R-028-15
- F. Active Joint Powers Authority Agreements: none.

**ACTION:** Director La Belle motioned and Director Ruiz seconded to review and approve the Consent Calendar. **MOTION PASSED UNANIMOUSLY**

**9. GOVERNANCE PROCESS:**

**A. Committee/Task Force/Liaison Reports**

Information Item

Vice Chair Mouet noted that Centennial Farm Foundation is currently dark, resuming in January.

Richards noted on behalf of the Workers Memorial Task Force that the engineering plans are under review with the state.

Vice Chair Mouet noted that the Financial Monitoring Committee will meet on Friday, December 12 and encouraged everyone to attend.

Director La Belle on behalf of the Legislative Monitoring Task Force noted that he and Director Cervantes will be meeting with Lofstrom to plan for 2015.

**B. Creation of and Appointment of Board Members to OCFEC Tenant Liaison Committee**

Action Item

Lofstrom presented the staff report and recommendation for the creation of a Tenant Liaison Committee.



**ACTION:** Director Ruiz motioned and Director Cervantes seconded to approve the creation and appointment of Board members to a Tenant Liaison Committee. **MOTION PASSED UNANIMOUSLY**

Chair Aitken noted that she would be reaching out to her fellow Board meetings about committee and task force appointments prior to the December meeting.

**C. Orange Coast College/OCFEC Parking Structure Update**  
Information Item

Lofstrom provided an update regarding the OCC parking structure noting that they were still in the midst of their CEQA process. Lofstrom then noted that the College Park presentation will be moved to the December meeting upon the request of College Park residents.

**D. 2015 OC Fair Theme Logo Announcement**  
Information Item

Richards then presented the 2015 OC Fair logo. She then discussed marketing efforts related to the 2015 OC Fair.

**E. Discussion of OCFEC Smoking Policy Research**  
Information Item

Richards then presented the staff report regarding research into a property wide smoking policy.

She then presented issues to consider as the Board discusses and develops a policy.

Lofstrom noted that this is an information item and the plan was to provide the Board with information and receive further direction from the Board.

Vice Chair Mouet, Director La Belle and Director Bagneris complimented staff on the report. Vice Chair Mouet asked that staff seek input from the Los Angeles County Fair and the San Diego County Fair regarding the implementation of their respective smoking policies.

Chair Aitken asked how San Diego and Los Angeles' policy impacted employees and if there are any enforcement issues.

Chair Aitken asked that staff follow up as part of the January agenda.

Reggie Mundekis noted that the San Diego Fair is a nonsmoking event but during the year there are designated smoking areas at the facility. She then spoke about San Diego's alcohol policy. She then spoke about the possible dangers of BBQ smoke during the annual Fair, requesting that the Board agendaize a BBQ smoke abatement plan for the 2015 OC Fair for discussion and vote at the December Board meeting. She then stated that the Board of Directors is in charge of day-to-day operations of the fairgrounds.

Mike Robbins stated that he had received zero complaints regarding smoking since 1979 and spoke against changing the current policy.

Jeanine Robbins spoke about the harm of smoke in general and wood smoke in particular stating that cigars are not the problem. She then discussed all the other health risks presented at the fairgrounds.

Roy Englebrecht, Fight Club OC, spoke about wood burning smoke and recent findings of the AQMD. He then stated that a smoking ban would impact his business and the Board should maintain the status quo.

Chair Aitken noted that the wood burning issue and smoking issues are two different discussions but asked staff to look into the AQMD issues and if we are in compliance or if the standards apply to the Association.

Vice Chair Mouet asked staff to provide a Fair overlay to the map of non-smoking areas provided as part of the discussion.

Chair Aitken asked that staff bring back the information to these questions at the January meeting.

#### **F. Discussion of Remote Controlled Devices Policy Information Item**

Sharon Augenstein, OCFEC CFO, presented that staff report and discussion.

Chair Aitken asked that staff bring back a recommendation for a policy.

Chair Aitken noted that, due to liability concerns, rental agreements should include language requiring prior approval for any promoters wishing to use a drone on site.

Tony Fiori, RCS, spoke about the danger of drones over the carnival.

Augenstein noted that OCFEC has previously contracted with a firm to film the OC Fair using drones.

Bob Palazolla suggested staff might consider a no fly zone during large events.

#### **G. Request for Architectural and Engineering Consulting Services for Veterans Exhibit**

Action Item

Richards presented the advisory committee report and recommendation.

Director Tkaczyk asked for clarification regarding the funding for the Veterans project.

Richards noted that the Board's intent was to fund the project through Foundation fundraising. The only OCFEC costs approved by the Board were for the move and storage of the Memorial Gardens building.

In response to a question by Chair Aitken, Richards answered that the initial budget was estimated to be \$1,000,000.

Richards stated that OCFEC had a booth at the Veterans Day event informing the public about the project and collected information from those interested in being informed about the progress of the project.

Chair Aitken asked what we will get for the \$20,000 being requested.

Richards answered that OCFEC will have the full engineering and architectural plans required for the restoration of the building.

**ACTION:** Director Bagneris motioned and Director La Belle seconded to approve funding of up to \$20,000 for architectural and engineering services to begin planning for the restoration and renovation of the "Heroes Hall" Veterans Exhibit building. **MOTION PASSED UNANIMOUSLY**

#### **H. Discussion of Retaining Retired Annuitant during CEO Transition**

Action Item

Lofstrom presented the report and recommendation to the Board.

Reggie Mundekis spoke against the retention of Lofstrom during the CEO transition stating that he makes the Board of Directors look bad. She then asked whether Lofstrom had been helping the Board of

Directors pick a new CEO.

Director Tkaczyk expressed offense to Mundekis' comments.

**ACTION:** Director Tkaczyk motioned and Director Bagneris seconded to request an exemption to allow Doug Lofstrom to be retained as a Retired Annuitant immediately following his retirement from State Service effective December 31, 2014. **MOTION PASSED UNANIMOUSLY**

#### **10. CLOSED SESSION**

Reggie Mundekis commented upon the CEO search process and against the hiring of a fair insider or someone dedicated to the Fair business. She then spoke in support of Gary Hardesty as CEO.

Chair Aitken adjourned to closed session at 11:11 a.m. and the meeting resumed at 1:13 p.m.

Vice Chair Mouet and Director Ruiz excused themselves during Closed Session.

Roger Grable stated that there was nothing to report out of Closed Session and the board is still in the recruitment process.

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

Director Bagneris and Chair Aitken complimented staff on the Centennial Farm presentation.

#### **12. NEXT BOARD MEETING: THURSDAY, DECEMBER 18, 2014**

#### **13. ADJOURNMENT**

Meeting adjourned at 1:14 p.m.

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Ashleigh Aitken, Chair

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Doug Lofstrom, Chief Executive Officer

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-256-14CF	Peter James Riojas	Leather crafting classes for the Ranch Afterschool Program, Imaginology, and Ranch Summer Camp	Year Round	10/01/14 - 09/30/15		\$4,985.00
SA-003-15CF	Hart Ranch	Rental horses for Centennial Farm	Year Round	01/22/15 - 02/13/15		\$2,430.00
SA-004-15CI	Coulter Associates LLC	Carnival/Independent amusement ride safety inspection services. Initial two year term is \$177,000; total contract value is \$466,000.00 with the inclusion of option years.	Year Round	01/01/15 - 12/31/16		\$177,000.00

**Amendments**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-16-11SS (Amend #3)	On Hold					
SA-21-13AM (Amend #1)	On Hold					
SA-21-14GE (Amend #1)	Kelly Associates Management Group LLC	Contract extension to provide additional post-deliverable services to support efforts resulting from the Organizational Needs Assessment; contract value remains \$43,200.00	Year Round	01/13/14 - 12/31/15		\$0.00
SA-22-13PA (Amend #1)	On Hold					
SA-29-14PS (Amend #1)	Loomis Armored US, LLC	Additional armored car services; total contract value increased to \$6,480.00.	Year Round	03/01/14 - 02/28/15		\$1,495.00
SA-76-14TR (Amend #1)	Williams Scotsman, Inc.	Additional dollars for taxable items. Total contract value increased to \$71,789.68.	Fair	06/24/14 - 08/20/14		\$3,239.68
SA-261-13PS (Amend #2)	Ricardo Mendoza and Joshua Sarantitis	Amendment approved in November to extend contract end date to June 30, 2015. Contract value remains \$102,000.00. Amendment resubmitted for consent as adjustments were made prior to contract execution.	Year Round	01/06/14 - 06/30/15		\$0.00

**Interagency Agreements**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-002-15IA	Coast Community College District	Parking lot and Pacific Amphitheatre usage; marketing trade	Year Round	01/01/15 - 12/31/15		\$30,000.00 Trade Value

**Letters of Understanding**

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

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-256-14CF</b>	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:

**32<sup>nd</sup> 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 <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>PETER JAMES RIOJAS</b>
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2. The agreement term is from **10/01/14** through **09/30/15**

3. The maximum amount payable is \$ **4,985.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **4,985.00** (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 – **Educational Leather Classes**
- 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](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>PETER JAMES RIOJAS</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Peter James Riojas</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>939 W. 19<sup>th</sup> Street, Unit A-7, Costa Mesa, CA 92627 (949) 903-9323</b>			
FUND TITLE <b>Centennial Farm</b>	ITEM <b>5100-27</b>	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. To provide educational leather crafting classes (“Classes”) to participants of the Ranch Afterschool Program, Imaginology, and Ranch Summer Camp at Centennial Farm.
- B. To provide Classes for the Ranch Afterschool Program two (2) times per week on Wednesdays and Thursdays for approximately four (4) hours each day from 2:00 p.m. – 6:00 p.m. during the following months:
  - a. 2014: October, November, December
  - b. 2015: January, February, March, April (first week)
- C. To provide Classes for Imaginology, April 25 – 26, 2015, from approximately 10:00 a.m. – 4:00 p.m., for a total of twelve (12) hours.
- D. To provide Classes for Ranch Summer Camp, August 17 – 28, 2015, for a total of six (6) hours.
- E. Final schedules of all Classes shall be determined and communicated to Contractor by the District’s Centennial Farm Supervisor.
- F. To provide all tools, equipment, and supplies needed to satisfy the services stipulated in this contract. Contractor shall specify and the District shall purchase all leather used for Classes up to a maximum amount of one thousand dollars (\$1,000.00).
- G. Leather projects, including, but not limited to, bookmarks, bracelets, key fobs and coin purses/wallets shall be provided free of charge to participants of the Ranch Afterschool Program, Imaginology and/or Summer Ranch Camp.
- H. Program participants demonstrating advanced craftsmanship may participate in complex leather projects at the discretion of Contractor and/or Centennial Farm Supervisor. Such projects may include, but not be limited to, a large wallet, billfold and/or belt. Access to these types of complex projects shall be based upon the extent of supplies and size of leather material available for use. Contractor shall not charge participants for advanced projects.
- I. It is not acceptable to collect tips for services performed at the Ranch Afterschool Program, Imaginology and/or Summer Ranch Camp.
- J. To perform services at the rate of twelve dollars and fifty cents (\$12.50) per hour.
- K. To provide and pay directly an assistant for Classes at the rate of nine dollars (\$9.00) per hour. Assistant shall be responsible for supply inventory, aiding with student projects, and class preparation and clean-up.
- L. Payment for Contractor and assistant shall be based upon actual hours worked. Contractor shall submit to the District an itemized invoice at the conclusion of each month of service.
- M. To provide to the District an inventory of Contractor’s tools, equipment, and supplies one time per quarter in October 2014, January 2015, April 2015 and July 2015. Lost and/or damaged tools, equipment, and supplies must be immediately reported to the Centennial Farm Supervisor for assessment and replacement.
- N. To verify all Contractor’s intended paid and unpaid staff who will be working on District property in support of this contract have all been processed through Megan’s Law screening and each certified by the Contractor not to be a registered sex offender per the Megan’s Law registry.
- O. 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.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**DISTRICT AGREES:**

- A. To provide space at Centennial Farm for leather crafting Classes conducted for the Ranch Afterschool Program, Imaginology and/or Summer Ranch Camp.
- B. To purchase leather specified by Contractor for use in the Classes. Purchase(s) shall be made by the District and shall not exceed one thousand dollars (\$1,000.00) for all Classes delivered during the term of this contract.
- C. To supply items for leather projects, including fasteners, cords, and clips.
- D. To provide classroom furniture such as a desk for leather equipment, worktables, and stools.
- E. To provide storage of Contractor's supplies as space and needs dictate, and as determined necessary by the District.
- F. To replace tools, equipment, and/or supplies that have been damaged or lost during Classes.
- G. To provide necessary admission credentials and parking passes to Contractor, as determined necessary by the District.
- H. To reimburse Contractor for insurance coverage at the not to exceed amount of three hundred seventy-five dollars (\$375.00), which shall be payable to Contractor upon receipt of proper invoice submitted with evidence of purchase.
- I. To pay Contractor twelve dollars and fifty cents (\$12.50) per hour for an estimated 210 hours during the contracted term.
- J. To pay Contractor to provide an assistant during Classes at the rate of nine dollars (\$9.00) per hour for an estimated 210 hours during the contracted term.
- K. To pay Contractor a total sum not to exceed FOUR THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS (\$4,985.00) upon satisfactory completion of services herein required and upon receipt of proper itemized invoice submitted at the conclusion of each month of service. Payment will be made net 10 and delivered via the US Postal Service.

-End Exhibit A-





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

**BUDGET DETAIL:**

District Account #: 5100-27

**PAYMENT PROVISIONS:**

Payment will be made net 10 upon satisfactory completion of services herein required and upon receipt of proper itemized invoice submitted at the conclusion of each month of service.

Invoices shall be itemized by name, title, shift start and end time, hours worked and individual's hourly rate.

All invoices shall contain the District's Purchase Order (PO) number 45075. Invoices may be sent via email to [AP@ocfair.com](mailto:AP@ocfair.com) or mailed as follows:

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

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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



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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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

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](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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



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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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



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

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

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

-End Exhibit D-





## **EXHIBIT E – INSURANCE REQUIREMENTS**

### **California Fair Services Authority**

#### **I. Evidence of Coverage**

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

##### **A. Insurance Certificate:**

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

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

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

##### **2. Dates:**

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

##### **3. Coverages:**

###### **a. General Liability**

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

###### **b. Automobile Liability**

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

###### **c. Workers' Compensation**

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

###### **d. Medical Malpractice**

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

###### **e. Liquor Liability**

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-

STATE OF CALIFORNIA

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

STD. 210 (Revised 6/2003)

CONTRACT NUMBER <b>SA-003-15CF</b>	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:

**32<sup>nd</sup> 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 <b>District</b> . <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>	CONTRACTOR'S NAME, hereafter called the <b>Contractor</b> . <b>HART RANCH</b>
---	--

2. The agreement term is from **01/22/15** through **02/13/15**

3. The maximum amount payable is \$ **2,430.00** pursuant to the following charges:  
 Wages/Labor \$ \_\_\_\_\_ Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ **2,430.00** (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 – **Rental Horses for Centennial Farm**
- 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\*SF **610**  GIA\* \_\_\_\_\_ \*If not attached, view at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).  
 Other Exhibits (List) **See Section 5 above.**

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

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>HART RANCH</b>			
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED		
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Donna Hart, Owner</b>			
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		ADDRESS <b>4602 Green River Drive, Corona, CA 92880 (951) 734-9400</b>			
FUND TITLE <b>Operating</b>	ITEM <b>5100-27</b>	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. To provide six (6) horses in good condition and health beginning Thursday, January 22, 2015, through Friday, February 13, 2015 at the rate of \$1,710.00 (6 horses x \$285.00/each = \$1,710.00).
- B. The charge to deliver six (6) horses on Thursday, January 22, 2015 shall be \$360.00 (6 horses x \$60.00/each = \$360.00). The charge to pick-up six (6) horses on Friday, February 13, 2015 shall be \$360.00 (6 horses x \$60.00/each = \$360.00). Delivery and pick-up shall take place between 7:30 a.m. – 11:30 a.m. on the above specified dates and shall be coordinated with District staff.
- C. To provide all saddles, saddle pads, bridles, and halters (non-rope) for six (6) horses.
- D. Contractor represents and warrants that to his/her knowledge, each horse provided in this agreement is serviceably sound, gentle and healthy and that none of the horses have dangerous habits or characteristics.
- E. Contractor shall bear all responsibility for circumstances that arise during delivery and pick-up of horses. This includes, but is not limited to, injury, death, and/or damage.
- F. Contractor shall be available by phone for consultation regarding problematic horses, including, but not limited to, sickness, injuries, and/or working habits.
- G. Contractor agrees to replace horses that are deemed unsuitable for the program after reasonable efforts to resolve the problem(s) between both parties have been exhausted. Replacement of said horse(s) shall be within a reasonable length of time as agreed upon by both parties at time of replacement decision. The replacement fee shall be mutually agreed upon by both parties.
- H. 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 support the wellbeing and safety of said animals and equipment by providing the tack room, pens, feed, troughs to hold feed, water, troughs to hold water, and general security.
- B. To notify Contractor that an animal(s) may need to be replaced for non-suitability to their job within the first ten (10) days from delivery date. Shoeing is not a requirement, but no horse shall be replaced due to sore feet as a result of trimming too short, lack of shoes or shoes left on too long.
- C. To incur the costs of Ferrier care, as necessary, while the horses remain in the sole care of the District.
- D. To incur the costs of veterinary services, as necessary, while the horses remain in sole care of the District.
- E. To assume responsibility for any injury, illness or death of any horse while horse is in the District's sole care and possession. District shall make payment in accordance with negotiated settlement by District and Contractor in good faith depending on the extent of injury or sickness. Should death occur, the replacement value shall be mutually agreed upon by both parties.
- F. To furnish Contractor with a Certificate of Insurance listing Contractor as additional insured for the duration of the contract term.
- G. To pay Contractor a total sum not to exceed TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$2,430.00) upon satisfactory completion of services herein required and receipt of proper invoice. Payment will be made Net 30 and delivered via the US Postal Service.

-End Exhibit A-



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

**BUDGET DETAIL:**

District Account #: 5100-27

**PAYMENT PROVISIONS:**

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

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

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

-End Exhibit B-

**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - i. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - ii. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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



**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:

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

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

AGREEMENT NUMBER <b>SA-004-15CI</b>
REGISTRATION NUMBER <b>1391175</b>



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

STATE AGENCY'S NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>
CONTRACTOR'S NAME <b>COULTER ASSOCIATES LLC</b>
- The term of this Agreement is: **01/01/15** through **12/31/16** **FED ID:**  
**with three (3) one-year options to renew at the sole discretion of the District**
- The maximum amount of this Agreement is: **\$177,000.00**  
**Not to exceed \$466,000.00 with inclusion of option years**
- 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 – <b>To provide carnival/independent amusement ride safety inspection services for the OC Fair &amp; Event Center. See Page 2 for additional Scope of Work.</b>	Pages 1 – 10
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 11
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 12 – 15
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 16 – 19
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 20 – 22
Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)	Pages 23 – 24

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

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COULTER ASSOCIATES LLC</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Fayette Coultter, Owner</b>		
ADDRESS <b>600 E. Moss Creek Drive, Bloomington, IN 47401 (812) 369-4191</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		



## **EXHIBIT A – SCOPE OF WORK (CONT.)**

Contractor shall provide carnival/independent amusement ride safety inspection services at a contracted rate for the duration of the contract per the Contracted Financial Proposal Bid Form (Exhibit F). The District cannot guarantee a minimum and/or maximum number of hours and/or project assignments. All scheduling of Contractor's services will be determined and managed by the District's Safety & Security Department.

Contractor shall provide all equipment and materials necessary to perform their duties, except as specifically noted.

Contractor shall be responsible for furnishing inspection, reporting and communication services as follows:

### **A. MINIMUM EXPERIENCE AND CERTIFICATION REQUIREMENTS**

1. All ride safety inspectors shall have current technical expertise, formal training and certification in the areas of electrical, structural, ride safety operations and ride maintenance.
2. Ride safety inspectors shall possess and submit evidence of the following each year of the contract:
  - a. Current Level II, Certified Ride Inspector (or higher) certification from Amusement Industry Manufacturers & Suppliers, International (AIMS) **and** Current Level II Inspector (or higher) certification from National Association of Amusement Ride Safety Officials (NAARSO); and/or
  - b. Current Level III, Professional Ride Inspector certification from Amusement Industry Manufacturers & Suppliers, International (AIMS); and/or
  - c. Current Level III Inspector certification from National Association of Amusement Ride Safety Officials (NAARSO); and/or
  - d. Current QSI certification from the California Department of Industrial Relations; and/or
  - e. A combination of elements from (a) **through** (d) above.
3. Documented evidence of fifteen (15) years of relevant experience providing similar ride safety inspection services for equivalent venues to the OC Fair & Event Center. A portion of experience shall have been conducted in the state of California in addition to the below:
  - a. Two (2) years experience with an insurance company as an amusement ride inspector; and/or
  - b. Two (2) years experience inspecting amusement rides and enforcing amusement ride codes while employed by a state or other governmental body regulating amusement rides; and/or
  - c. Not less than five (5) years documented field operating and maintenance experience with amusement rides and devices, including responsibility for erection, assembly, disassembly; personnel supervision responsibility for erection, maintenance, and operating functions; and/or
  - d. Not less than ten (10) years documented practical experience in the design, construction, maintenance, repair, field inspection, and operation of amusement rides and devices as an authorized representative of a recognized amusement ride manufacturer.
4. Contractor shall have in-depth knowledge of California Department of Industrial Relations Temporary Amusement Ride (TAR) compliance and reporting requirements.
5. No inspector performing in service of the resulting Agreement shall have been decertified within the last ten (10) years for violating certification program rules.

### **B. GENERAL INSPECTION SERVICES AND REQUIREMENTS**

1. Contractor shall be responsible for inspecting rides throughout all stages of the construction process on District property, including pre-assembly, assembly, final inspection and approval for operation.

### **EXHIBIT A – SCOPE OF WORK (CONT.)**

2. Inspectors shall verify all safety measures for each ride are met, including, but not limited to:
  - a. Safety devices and restraint systems as specified by ride manufacturers are in place, in proper working order and used on all rides.
  - b. Appropriate safety and instructional signage is clearly visible to patrons.
  - c. Installation of fencing, gates and barriers provide suitable protection to riders and spectators, and fencing/gates/barriers meet industry compliance standards.
3. Only those carnival rides/attractions and independent amusements approved for operation by Contractor will be authorized for activation during an event.
4. Contractor shall verify each ride has a current permit to operate issued by the California Division of Industrial Safety, under the provisions of California Labor Code Section 7906, before being placed in operation.
5. Upon inspection, Contractor shall notify the District, Ray Cammack Shows (RCS) and/or the ride owner/operator, if different, of any corrective action deemed necessary prior to approval for operation and keep records of such communication.
6. Contractor shall provide random follow-up inspections throughout the event and monitor timely correction of any deficiencies noted during ride safety inspections.
7. Contractor shall validate that ride supervisors/operators have been trained according to current industry-established training practices for operation of each ride for which the supervisor/operator is responsible.
8. Contractor shall monitor, daily or as frequently as determined necessary by the District, ride and support equipment operation and operational procedures performed by the ride operator to ensure each ride is functioning in a safe and proper manner.
9. Contractor shall verify satisfactory repair completion in the event of ride breakdown and thoroughly re-inspect said ride before re-opening to the public. Contractor shall be solely responsible for determining if a ride is fit for re-opening.
10. Periodic inspections of the grounds and facilities within the carnival and independent amusement areas shall be made by Contractor to ensure there are no conditions that might develop which could create hazardous exposures to patrons.
11. Contractor shall be responsible to the District for the conduct of the ride safety inspectors, company's contractors, employees and agents. Contractor's personnel shall be qualified to work professionally with District Management, law enforcement and safety/security officers.
12. Contractor shall provide ongoing support for accident investigations that extend beyond the duration of each annual OC Fair and/or Year-Round Event, and shall support the District until the conclusion of such matter(s).

### **C. REPORTS AND COMMUNICATION**

1. Contractor shall maintain a daily grounds inspection log, which shall be available for review by the District immediately upon request.
2. Ride safety inspectors shall respond to all carnival and independent amusement safety-related accidents/incidents and generate in-depth investigation reports as determined necessary by District Management. Investigation reports shall be made available to the District as soon as practicable, but not more than twelve (12) hours following the accident/incident.
3. Ride safety inspectors will interface with the First Aid service provider and review all First Aid ride-related incident reports.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

4. Contractor shall manage all appropriate data and inspection information and be able to provide daily ride safety inspection reports upon request during the event. Information shall include, at a minimum, the following for each ride:
  - a. Name of ride;
  - b. Serial number;
  - c. DOSH permit/certification number;
  - d. Name of ride owner;
  - e. Name of manufacturer;
  - f. Date of manufacture (if available);
  - g. Photograph of ride at completion of inspection;
  - h. Inspection completion date; and
  - i. Name of ride safety inspector.
5. Contractor shall maintain inspection sheets and all other reports detailing their activities and findings complete with photographic documentation of conditions, incidents and corrections, for the duration of the pre-opening inspection and operation of the event. Post Fair/Event, Contractor shall make these records available to the District within thirty (30) days upon request and for a period of three (3) years.
6. Contractor's reports shall conform to manufacturer's requirements, applicable governing body rules, regulations, codes and standards, and any other industry guidelines.
7. During a scheduled event, Contractor shall be responsible for daily communication with specified District personnel. Contractor shall immediately notify District personnel of any issue(s) that may impact the operation of a ride and/or ride safety. Updates shall be communicated to District personnel as necessary and without limit to ensure all rides are in proper operating condition.
8. Should it be observed that there is a condition of operation that in the ride safety inspector's judgment creates an undue hazard to patrons, District Management, Carnival Management and the ride owner shall be made immediately aware of the situation so that corrective action can be taken.
9. Ride safety inspectors shall be available to support the District's Communications Department regarding media coordination efforts pertaining to carnival and independent amusement ride safety should it be deemed necessary by District Management. All media contact will be coordinated at the direction of District Management. Contractor shall not interface with the media, except as specifically instructed by the District's Communications Department.

**D. ANNUAL OC FAIR INSPECTION SERVICES AND REQUIREMENTS**

Ride safety inspectors shall inspect approximately sixty (60) to seventy (70) carnival rides/attractions and independent amusements contracted for the OC Fair.

**1. Pre-Fair:**

- a. It is anticipated that rides begin arriving onsite within one (1) month to two (2) weeks prior to the opening of the OC Fair. The majority of pre-Fair inspection services shall take place two (2) weeks prior to the opening of the annual OC Fair, with one (1) or two (2) days of inspection services required approximately one (1) month prior to the opening of the annual OC Fair.
- b. In support of the move-in plan, Contractor shall provide a minimum of two (2) qualified ride safety inspectors as defined in Section A of this contract to perform and complete pre-opening inspection of all carnival rides/attractions and independent amusements contracted for the OC Fair.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- c. Pre-opening inspection shall include structural, mechanical, electrical and operational inspection of each carnival ride/attraction and independent amusement, and communication to the District's Safety & Security Supervisor or other designated District Representative, RCS and/or ride owner/operator, if different, of all findings which must be resolved before the ride is approved for operation. All parties shall be made aware of priorities for corrective action of any unsatisfactory condition that exists prior to the opening of the OC Fair.
- d. Ride safety inspectors shall conduct a pre-opening meeting to be held with District Management, RCS and all ride amusement operators to discuss ride safety and their approach to ensuring the safest environment at the OC Fair.
- e. An inspection of carnival operations shall be conducted in the Main Carnival and Kid Land areas as well as any independent amusement areas to evaluate any hazards that might exist. Contractor shall advise District Management where corrective action must be taken prior to opening the OC Fair to the public.

**2. Daily Operation of OC Fair:**

- a. A minimum of two (2) qualified ride safety inspectors as defined in Section A of this contract shall be available during all operating hours throughout the duration of the OC Fair, a minimum of five (5) and up to seven (7) days per week. A minimum of one (1) ride safety inspector must be on-duty/onsite and immediately available during all operating hours. A second ride safety inspector must be onsite or on-call and available as needed to ensure continuous coverage of services.
- b. Prior to the rides opening, a minimum of ten percent (10%) of the rides shall be inspected on a rotating basis each day of operation. Should any condition present itself where more frequent inspections are warranted, ride safety inspectors shall provide such inspections. District Management and RCS shall be provided daily updates on these inspections, ride closures and any other information deemed relevant regarding ride safety.
- c. Contractor shall maintain a log of all ride outages and submit that report via email to District Management each Sunday of Fair for the previous week.

**3. Post-Fair:**

- a. Ride safety inspectors shall conduct a post-Fair meeting to be held with District Management and RCS to review performance and discuss opportunities and expectations for the following year.

**E. YEAR-ROUND EVENT INSPECTION SERVICES AND REQUIREMENTS**

The District anticipates requesting safety inspection services from Contractor for complex events, as determined by District Management, which run multiple days and utilize multiple rides. The District shall choose which events require the services of Contractor and which will be supported by local and/or other inspection service providers.

- 1. Below is a list of events that could potentially require Contractor's services in 2015 and/or in subsequent contract years:

DATE	EVENT DURATION	EVENT TITLE/TYPE	RIDE TYPE(S)	# OF RIDES
February 2015	3 Days, Hours TBD	Festival	Professional Carnival	20+
April 2015	3 Days, Hours TBD	Imaginology	Various	3+
October 2015	3 Days, Hours TBD	Festival	Various	3+

- 2. Prior to the opening day of any Year-Round Event for which Contractor's services are requested, Contractor shall provide one (1) qualified ride safety inspector as defined in Section A of this contract to perform and complete pre-opening inspection of all carnival and amusement rides/attractions.



### EXHIBIT A – SCOPE OF WORK (CONT.)

3. Depending upon the size and scope, or as mutually determined by Contractor and the District, one (1) to two (2) qualified ride safety inspectors as defined in Section A of this contract shall be available during all operating hours throughout the duration of a Year-Round Event. A minimum of one (1) ride safety inspector must be on-duty/onsite and immediately available during all operating hours of the event and another ride safety inspector shall be on-call and available as needed to ensure continuous coverage of services.
4. In the event Contractor is unable to provide services for a Year-Round Event requested by the District, the District shall have the right to solicit the services of alternative ride safety inspection individuals/companies as necessary. This condition is for Year-Round Events only and does not apply to services provided for the annual OC Fair.

### **F. CONTRACT TERMS AND CONDITIONS**

These terms and conditions are in addition to those contained in the CCC-307 Certification, GTC 610 General Terms and Conditions, and Exhibit E – Insurance Requirements, which are made part of this contract.

#### 1. Authorized Representative

Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

#### 2. Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

#### 3. Work Permit Law

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

#### 4. Personnel

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

#### 5. Potential Subcontractors/Independent Contractors

Nothing contained in this Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

#### 6. Uniforms and Badges

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to have in their possession badges, identification cards, and/or credentials while Contractor's employees are on the District's premises. While on duty, such identification must be affixed in plain sight at all times.



## **EXHIBIT A – SCOPE OF WORK (CONT.)**

### **7. Megan’s Law Screening**

All of Contractor’s employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor’s subcontractors who will be performing job related duties on District premises must pass background checks under “Megan’s Law” as required by the District’s current Megan’s Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District’s Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening.

Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District’s current Megan’s Law policy is attached.

### **8. Right to Replace/Dismiss**

Contractor’s onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor’s onsite personnel or any member of Contractor’s onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor’s permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan’s Law, or fails to meet the District’s safety and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor’s subcontractor, as the case may be) cease using said employee at the District’s facilities and Contractor (or Contractor’s subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor’s employees or of Contractor’s subcontractor’s employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this RFP.

### **9. Site Access**

District shall allow Contractor access to the District’s property and carnival/independent amusement rides and attractions as needed.

### **10. Licenses, Permits and Certifications**

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

### **11. Non-Exclusive Agreement**

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.



## EXHIBIT A – SCOPE OF WORK (CONT.)

### 12. Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

### 13. Travel, Transportation and Accommodations:

Contractor is responsible for securing all necessary travel, transportation and housing accommodations. See Paragraph 14 below for additional information regarding Contractor travel expenses in support of the annual OC Fair and Year-Round Events.

### 14. Invoices

Invoices shall be submitted upon completion of services rendered to the District.

- a. OC Fair - Contractor shall invoice a flat rate for the duration of services performed in support of the annual OC Fair, including all necessary travel, transportation, lodging and meal expenses. Contractor may bill for services rendered at the conclusion of the 3<sup>rd</sup> Sunday of Fair for fifty percent (50%) of the contracted amount and once again at the conclusion of the last Sunday of Fair for the remaining fifty percent (50%) of the contracted amount.
- b. Year-Round Events - Contractor shall invoice a daily rate for all inspection services and meals. Contractor shall invoice actual reimbursement costs for travel, transportation, and lodging. Evidence of expenses in the form of receipts, tickets, hotel folios, etc., must be submitted with invoice. Reimbursable costs shall not exceed \$10,000.00 annually and may not exceed the current travel reimbursement rate(s) as listed on <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> at time of travel. Contractor shall bill at the conclusion of services rendered.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) Number, and an itemized list containing the actual dates of service, event name, and the name/title of personnel performing duties on those dates. Contractor shall send invoices and any supporting documentation via email to [AP@ocfair.com](mailto:AP@ocfair.com) (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

### 15. Payment

District pays Net 30 upon conclusion of services herein required and upon receipt of proper invoice, as requested in Paragraph 14 above.

### 16. Pricing/Financial Proposal Bid Form

The Financial Proposal Bid Form will be used to determine the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form.

### 17. Fire Regulations

All fire regulations as prescribed by the State Fire Marshal must be strictly observed.





**EXHIBIT A – SCOPE OF WORK (CONT.)**

18. Evaluation of Contractor Performance

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

19. Termination

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.

20. Anticipated Contract Term

The term of the Carnival/Independent Amusement Ride Safety Inspection Services contract shall be from January 1, 2015 through December 31, 2016 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

**CONTRACTOR AGREES**

1. To perform according to the Scope of Work and Contract Terms and Conditions contained herein at the rates specified in Exhibit F – Contracted Financial Proposal Bid Form.
2. The District’s Request for Proposal (RFP) for Carnival/Independent Amusement Ride Safety Inspection Services, CI-06-14, dated October 15, 2014, is on file in the Office of the 32<sup>nd</sup> District Agricultural Association and the Division of Fairs and Expositions’ Office in Sacramento, and is incorporated herein by reference and made a part of this agreement.
3. The Contractor’s proposal for Carnival/Independent Amusement Ride Safety Inspection Services, CI-06-14, dated November 10, 2014, is on file in the Office of the 32<sup>nd</sup> District Agricultural Association and the Division of Fairs and Expositions’ Office in Sacramento, and is incorporated herein by reference and made part of this agreement.
4. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

**DISTRICT AGREES:**

1. To provide the OC Fair move-in schedule and contact information for District and RCS personnel as soon as available, intended to be at least 45 days, prior to the start of the OC Fair or as mutually agreed to by the District, RCS and Contractor.
2. To provide Contractor as much notice as possible prior to a requested Year-Round Event date; which is typically known months in advance. However, on occasion, circumstances may dictate a shorter notification period of only two (2) weeks prior to event move-in.
3. To allow Contractor access to the District’s property and carnival/independent amusement rides and attractions as needed.
4. To provide a minimum of two (2) District-compatible radios for use during the annual OC Fair as needed and/or requested.
5. To provide office space, office telephone and OC Fair admission/parking credentials for Contractor’s employees performing in the services of this contract, subject to District approval during the annual OC Fair.
6. The term of this contract is from January 1, 2015 – December 31, 2016, with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.
7. To pay Contractor a total amount not to exceed FOUR HUNDRED SIXTY SIX THOUSAND DOLLARS (\$466,000.00), including option years, based upon the rates as shown in Contractor’s Financial Proposal.
8. Estimated price breakdown is as follows and the rate detail is included as Exhibit F:

<b>Carnival/Independent Amusement Ride Safety Inspection Services</b>	
01/01/15 – 12/31/15	\$88,000.00
01/01/16 – 12/31/16	\$89,000.00
01/01/17 – 12/31/17	\$94,000.00
01/01/18 – 12/31/18	\$97,500.00
01/01/19 – 12/31/19	\$97,500.00
<b>ESTIMATED FIVE YEAR TOTAL</b>	<b>\$466,000.00</b>



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

**BUDGET DETAIL:**

District Account #: 5100-52  
5100-41  
5100-30

**PAYMENT PROVISIONS:**

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

For the OC Fair, Contractor shall invoice a flat rate for the duration of services performed in support of the annual OC Fair, including all necessary travel, transportation, lodging and meal expenses. Contractor may bill for services rendered at the conclusion of the 3<sup>rd</sup> Sunday of Fair for fifty percent (50%) of the contracted amount and once again at the conclusion of the last Sunday of Fair for the remaining fifty percent (50%) of the contracted amount.

For Year-Round Events, Contractor shall invoice a daily rate for all inspection services and meals. Contractor shall invoice actual reimbursement costs for travel, transportation, and lodging. Evidence of expenses in the form of receipts, tickets, hotel folios, etc., must be submitted with invoice. Reimbursable costs shall not exceed \$10,000.00 annually and may not exceed the current travel reimbursement rate(s) as listed on <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx> at time of travel.

All invoices shall contain the following (as applicable to services rendered):

1. Contractor's invoice number;
2. Invoice date;
3. District-issued Purchase Order (PO) Number 45117;
4. Event name;
5. Date(s) of service;
6. Itemization of reimbursable costs; and
7. Name/title of personnel performing duties on specified date(s).

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

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

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

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

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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

**8. INDEPENDENT CONTRACTOR:**

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



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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

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



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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

**17. UNENFORCEABLE PROVISION:**

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

**18. PRIORITY HIRING CONSIDERATIONS:**

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

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

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



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

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

**20. LOSS LEADER:**

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

-End Exhibit C-



**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-307 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

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

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

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

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

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

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





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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

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

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

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

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

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

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

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

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

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

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. CONTRACTOR NAME CHANGE:**

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

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

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

**6. RESOLUTION:**

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

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

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



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

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

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

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

-End Exhibit D-



## EXHIBIT E – INSURANCE REQUIREMENTS

### California Fair Services Authority

#### I. Evidence of Coverage

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

##### A. Insurance Certificate:

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

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

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

##### 2. Dates:

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

##### 3. Coverages:

##### a. General Liability

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

##### b. Automobile Liability

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

##### c. Workers' Compensation

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

##### d. Medical Malpractice

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

##### e. Liquor Liability

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



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

**4. Cancellation Notice:**

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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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



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

**B. Primary Coverage:**

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

**C. Contractor's Responsibility:**

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

**D. Certified Copies of Policies:**

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

**III. Participant Waivers**

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

-End Exhibit E-



**EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM**

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated herein.

**2015 - 2019 OC Fair** – Contractor’s Unit Cost for the Flat Rate of each annual OC Fair from 2015 through 2019. The Flat Rate shall be inclusive of all costs associated with the fulfillment of services, including time, meals, travel, etc.

**Year-Round Event** – Contractor’s Unit Cost for the Daily Rate of each estimated Year-Round Event. The Daily Rate is inclusive of time and meals.

**Year-Round Event Travel** - Expenses for flight, hotel, car rental and mileage shall be reimbursed at actual cost up to the established government rates in effect at time of travel, estimated at a not to exceed (NTE) amount of \$10,000.00 annually.

<b>January 1, 2015 – December 31, 2015</b>				
<b>TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
2015 OC Fair	Flat Rate	1	\$ 57,000.00	\$ 57,000.00
Year-Round Event	Daily Rate	15	\$ 1,400.00	\$ 21,000.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
<b>2015 Total</b>			<b>\$ 68,400.00</b>	<b>\$ 88,000.00</b>

<b>January 1, 2016 – December 31, 2016</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
2016 OC Fair	Flat Rate	1	\$ 58,000.00	\$ 58,000.00
Year-Round Event	Daily Rate	15	\$ 1,400.00	\$ 21,000.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
<b>2016 Total</b>			<b>\$ 69,400.00</b>	<b>\$ 89,000.00</b>

<b>Option Year 1: January 1, 2017 – December 31, 2017</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
2017 OC Fair	Flat Rate	1	\$ 60,000.00	\$ 60,000.00
Year-Round Event	Daily Rate	15	\$ 1,600.00	\$ 24,000.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
<b>2017 Total</b>			<b>\$ 71,600.00</b>	<b>\$ 94,000.00</b>

<b>Option Year 2: January 1, 2018 – December 31, 2018</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
2018 OC Fair	Flat Rate	1	\$ 62,000.00	\$ 62,000.00
Year-Round Event	Daily Rate	15	\$ 1,700.00	\$ 25,500.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
<b>2018 Total</b>			<b>\$ 73,700.00</b>	<b>\$ 97,500.00</b>



**EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM (CONT.)**

The Contracted Financial Proposal Bid Form will be used to determine the “not to exceed” amount of the contract. All quantities provided are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the contract amount, the awarded contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated herein.

**2015 - 2019 OC Fair** – Contractor’s Unit Cost for the Flat Rate of each annual OC Fair from 2015 through 2019. The Flat Rate shall be inclusive of all costs associated with the fulfillment of services, including time, meals, travel, etc.

**Year-Round Event** – Contractor’s Unit Cost for the Daily Rate of each estimated Year-Round Event. The Daily Rate is inclusive of time and meals.

**Year-Round Event Travel** - Expenses for flight, hotel, car rental and mileage shall be reimbursed at actual cost up to the established government rates in effect at time of travel, estimated at a not to exceed (NTE) amount of \$10,000.00 annually.

<b>Option Year 3: January 1, 2019 – December 31, 2019</b>				
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
2019 OC Fair	Flat Rate	1	\$ 62,000.00	\$ 62,000.00
Year-Round Event	Daily Rate	15	\$ 1,700.00	\$ 25,500.00
Year-Round Event Travel	Reimbursable NTE	1	\$ 10,000.00	\$ 10,000.00
<b>2019 Total</b>			<b>\$ 73,700.00</b>	<b>\$ 97,500.00</b>

<b>TOTAL FIVE YEARS: January 1, 2015 – December 31, 2019</b>			
<b>EVENT TYPE</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>TOTAL COST</b>
2015 - 2019 OC Fair	Flat Rate	5	\$ 299,000.00
2015 - 2019 Year-Round Events	Daily Rate	75	\$ 117,000.00
2015 - 2019 Year-Round Events Travel	Reimbursable NTE	5	\$ 50,000.00
<b>Five Year Cumulative Total</b>			<b>\$ 466,000.00</b>

-End Exhibit F-



**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-21-14GE</b>	AMENDMENT NUMBER <b>#1</b>
REGISTRATION NUMBER <b>1324398</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**
- CONTRACTOR'S NAME  
**KELLY ASSOCIATES MANAGEMENT GROUP LLC**
2. The term of this Agreement is **01/13/14** through **12/31/15** **FED ID:**
3. The maximum amount of this Agreement after this amendment is: **\$0.00 Amendment**  
**\$43,200.00**
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 #21-14GE, dated December 20, 2013, between the District and Kelly Associates Management Group LLC is hereby amended as follows:**



**CONTRACTOR AGREES:**

- To amend the original contract to provide additional post-deliverable services, as requested by the District, to support efforts that may result from Organizational Needs Assessment by extending the contract termination date from January 12, 2015 to December 31, 2015.
- Post-deliverable services shall be billed on a time and materials basis. The cost for time shall be billed and paid as an hourly fee at the rate of \$150.00 per hour. There is a not to exceed amount of \$1,000.00 for materials which may result from additional hourly services requested. All such expenditures must be pre-approved by the District's Chief Financial Officer. All invoices shall include a detailed description of services rendered.

**DISTRICT AGREES:**

- To pay Contractor a total amount not to exceed FORTY THREE THOUSAND TWO HUNDRED DOLLARS (\$43,200.00) upon satisfactory completion of work herein required and upon receipt of proper invoice. Payment will be made Net 30 and sent via the US Postal Service.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>KELLY ASSOCIATES MANAGEMENT GROUP LLC</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>William R. Kelly, President/CEO</b>		
ADDRESS <b>1440 North Harbor Boulevard, Suite 900, Fullerton, CA 92835 (714) 837-7502</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		
		<input type="checkbox"/> Exempt per:

Account #: Major Projects – ONA: 5339-97-14M01

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-29-14PS</b>	AMENDMENT NUMBER <b>#1</b>
REGISTRATION NUMBER <b>1388600</b>	

- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
CONTRACTOR'S NAME  
**LOOMIS ARMORED US, LLC**
- The term of this Agreement is **03/01/14** through **02/28/15** **FED ID:**
- The maximum amount of this Agreement after this amendment is: **\$1,495.00 Amendment**  
**\$6,480.00**
- 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 #29-14PS, dated January 16, 2014, between the District and Loomis Armored US, LLC is hereby amended as follows:**



**CONTRACTOR AGREES:**

- To amend the original contract to provide additional armored car services for the OC Fair & Event Center thereby increasing the not to exceed contract amount from \$4,985.00 to \$6,480.00.

**DISTRICT AGREES:**

- To pay Contractor a total amount not to exceed SIX THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$6,480.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> <b>LOOMIS ARMORED US, LLC</b>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>Sarah Kattapong, VP Finance and Accounting</b>		
<small>ADDRESS</small> <b>2500 CityWest Blvd., Suite 900, Houston, TX 77042 (713) 435-6700</b>		
<b>STATE OF CALIFORNIA</b>		
<small>AGENCY NAME</small> <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		<input type="checkbox"/> Exempt per:
<small>ADDRESS</small> <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Account #: Distribution

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-76-14TR</b>	AMENDMENT NUMBER <b>#1</b>
REGISTRATION NUMBER <b>1346594</b>	

1. This Agreement is entered into between the State Agency and Contractor named below:
- STATE AGENCY'S NAME  
**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**
- CONTRACTOR'S NAME  
**WILLIAMS SCOTSMAN, INC.**
2. The term of this Agreement is **06/24/14** through **08/20/14** **FED ID:**
3. The maximum amount of this Agreement after this amendment is: **\$3,239.68 Amendment**  
**\$71,789.68**
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 #76-14TR, dated May 1, 2014, between the District and Williams Scotsman, Inc. is hereby amended as follows:**

**CONTRACTOR AGREES:**

1. To amend the original Agreement to provide seven (7) 44' x 12' rental restroom trailers with ADA ramps and skirting for the 2014 OC Fair to include the tax amount for taxable items. The total increase to the Agreement is THREE THOUSAND TWO HUNDRED THIRTY NINE DOLLARS AND SIXTY EIGHT CENTS (\$3,239.68), raising the not to exceed Agreement amount from \$68,550.00 to \$71,789.68.

**DISTRICT AGREES:**

1. To pay Contractor a total amount not to exceed SEVENTY ONE THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS AND SIXTY EIGHT CENTS (\$71,789.68) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

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

Account #: Distribution

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (Rev 6/03)

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AGREEMENT NUMBER <b>SA-261-13PS</b>	AMENDMENT NUMBER <b>#2</b>
REGISTRATION NUMBER <b>1325809</b>	

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**RICARDO MENDOZA AND JOSHUA SARANTITIS**

2. The term of this Agreement is **01/06/14** through **06/30/15** **FED ID:**

3. The maximum amount of this Agreement after this amendment is: **\$0.00 Amendment \$102,000.00**

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




**Standard Agreement #261-13PS, dated November 13, 2013, between the District and Ricardo Mendoza and Joshua Sarantitis is hereby amended as follows:**

**CONTRACTOR AGREES:**

1. To extend the amended contract termination date designated in SA-261-13PS, Amendment #1, from December 31, 2014, to June 30, 2015.
2. To amend construction of an ADA-compliant concrete path to construction of an ADA-compliant concrete access due to the redesign of the project site. The not to exceed contract amount remains \$102,000.00.

-See Next Page-

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
<b>RICARDO MENDOZA AND JOSHUA SARANTITIS</b>		
BY (Ricardo Mendoza) 	DATE SIGNED (Do not type)	
BY (Joshua Sarantitis) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Ricardo Mendoza and Joshua Sarantitis</b>		
ADDRESS		
<b>Ricardo Mendoza</b> 508 Echandia Street, Los Angeles, CA 90033 (323) 717-5033 lumuria@sbcglobal.net	<b>Joshua Sarantitis</b> Brooklyn Navy Yard, 63 Flushing Ave., Bldg. 131, Ste. 3S, MB #158 Brooklyn, NY 11205 (215) 432-7148 Josh.Sarantitis@gmail.com	
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS		
<b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Exempt per:



**CONTRACTOR AGREES (CONT.):**

3. Payments will be made according to the price breakdown and payment installments as found below, and at Net 30 based upon satisfactory completion of services herein required and receipt of proper invoice:
  - a. 10% upon contract execution whereby District obtains all rights to Awarded Design = \$9,000.00
  - b. 30% upon delivery and acceptance of Schematic Designs, Shop Drawings and Construction Plans = \$27,000.00: \$1,900.00 shall be paid for receipt of initial Structural Engineering Drawings; \$25,100.00 to be paid upon delivery and acceptance of full and complete Schematic Designs, Shop Drawings and Construction Plans – Final
  - c. 20% upon no less than 25% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00; PLUS \$4,000.00 ADA concrete access Payment I
  - d. 20% upon no less than 50% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$18,000.00; PLUS \$4,000.00 ADA concrete access Payment II
  - e. 10% upon no less than 75% project completion as defined in the Schematic Designs, Shop Drawings and Construction Plans = \$9,000.00; PLUS \$2,000.00 ADA concrete access Payment III
  - f. 10% upon 100% of project completion and receipt of written Maintenance and Conservation manual = \$9,000.00; PLUS \$2,000.00 ADA concrete path Payment IV
  
4. To complete the project according to the following revised timeline, as updated by Contractor on October 23, 2014:

<b>Project Activity</b>	<b>Date</b>
Sample soil for rammed earth	October 3, 2014
Calculate quantity and recipe for rammed earth	October 14, 2014
Excavated soil delivery and staging	October 20, 2014
Updated plans/shop drawings delivered	October 23, 2014
Structural engineering drawings completed	October 27, 2014
First soil delivery and staging (if positive excavation)	October 27, 2014
Design benches and additional plan details	October 30, 2014
Removal/demolition of existing benches	November 3, 2014
Deliver table lumber to studio	November 24, 2014
Second soil delivery of road base	November 30, 2014
Boulder delivery	November 30, 2014
Footings for walls and benches	December 5, 2014
Electrical trenching	December 10, 2014
Concrete ADA corner access	December 10, 2014
Boulder fabrication completed	December 15, 2014
Metal trim for gravel containment	December 15, 2014
Gravel install/delivery	December 20, 2014
Rammed earth form work completed	January 6, 2015
Public engagement prep	January 6, 2015
Table fabrication completed	January 7, 2015
Rammed Workshop 1	January 24, 2015
Rammed Workshop 2	January 25, 2015
Delivery of plant containers	February 2, 2015
Electrical integration	February 9, 2015
Soil for plants delivery	February 15, 2015
Bench installation completed	February 15, 2015
Public engagement planting	February 21 - 22, 2015
Complete farm worker detail	March 1, 2015
Glass integration	March 4, 2015
Project completion	March 14, 2015

**DISTRICT AGREES:**

1. To pay the Designated Contractor, Ricardo Mendoza, a total sum not to exceed ONE HUNDRED TWO THOUSAND DOLLARS (\$102,000.00) upon satisfactory completion of work herein required.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

AGREEMENT NUMBER <b>SA-002-15IA</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

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

CONTRACTOR'S NAME

**COAST COMMUNITY COLLEGE DISTRICT**

2. The term of this Agreement is: **01/01/15** through **12/31/15**


3. The maximum amount of this Agreement is: **\$30,000.00**  
**TRADE VALUE**

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 – <b>To utilize parking lots and the Pacific Amphitheatre in trade at the OC Fair &amp; Event Center (“Association”) and Orange Coast College (“Coast”) as continued on the following pages.</b>	Pages 1 – 4
Exhibit B – Budget Detail and Payment Provisions	Page 5
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 6 – 8
Exhibit D – Additional Provisions – GIA 101 (Attached hereto as part of this agreement)	Page 9
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 10 – 12

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

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COAST COMMUNITY COLLEGE DISTRICT</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>President, Board of Trustees</b>		
ADDRESS <b>1370 Adams Avenue, Costa Mesa, CA 92626 (714) 438-7444</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Doug Lofstrom, Chief Executive Officer or Sharon M. Augenstein, Chief Financial Officer</b>		
ADDRESS <b>88 Fair Drive, Costa Mesa, CA 92626</b>		

Exempt per:

**EXHIBIT A – SCOPE OF WORK (CONT.)**

**COAST AGREES:**

1. To the following provisions pertaining to Association usage of COAST LOTS:
  - a. To compensate the Association in the manner of trade services with utilization of agreed upon paved areas of Coast parking lots A, B, C, D & E and Coast Adams Dirt Lot.
  - b. The Association shall use Coast parking lots A, B, C, D & E for overflow vendor and patron parking during specified year-round events and the annual OC Fair, including but not limited to the following dates:
    1. February 21 & 22
    2. April 11 & 12
    3. May 3, 23 & 24
    4. July 17 – August 16
    5. September 19 & 20, 26
  - c. The Association shall use Coast Adams Dirt Lot for overflow OC Fair and/or undisclosed event parking from June 18 – August 21.
  - d. In the event Lots A, B, C, D, E and/or Coast Adams Dirt Lot need to be utilized for a Coast event, an alternative lot shall be made available by Coast.
  - e. Coast shall notify the Association of any accident or incident that takes place in the designated parking area.
2. To the following provisions pertaining to Coast usage of ASSOCIATION LOT “E”:
  - a. Coast shall have usage of Association Lot “E” for overflow Coast student parking from January 1 – June 20 and August 17 – December 18. Days/hours of permissible access shall be Monday – Friday, from 6:00 a.m. to 12:00 a.m.
  - b. To notify the Association of any accident or incident that takes place in the designated parking area.
  - c. Coast shall enforce parking regulations.
  - d. Coast vehicles shall enter through Gate 3½ off of Arlington Drive to access the lot.
  - e. Coast shall clean and make suitable for parking of vehicles. Coast shall coordinate and receive approval from Association on the cleaning plan.
3. To the following provisions pertaining to Coast usage of Association PACIFIC AMPHITHEATRE:
  - a. Coast shall have use of the Pacific Amphitheatre for the Orange Coast College Commencement Ceremony (“Commencement Ceremony”).
  - b. Commencement Ceremony set-up shall take place May 27 and 28, 2015, from 8:00 a.m. - 5:00 p.m.
  - c. Coast shall have the option to host a Commencement Ceremony rehearsal on May 28, 2015, from 10:00 a.m. – 3:00 p.m., with a lunch provided and hosted by Coast staff and/or students. The use of third-party food trucks will require a one hundred seventy-five dollar (\$175.00) buyout per truck; however, the buyout shall be waived if the food truck(s) are based in Orange County, California. Approximately 400 individuals may attend the rehearsal.
  - d. Commencement Ceremony event date shall be May 29, 2015, from 5:30 p.m. - 7:30 p.m.
  - e. Commencement Ceremony estimated attendance is approximately 6,000 – 7,000.
  - f. Coast shall provide light snacks and beverages to be consumed after the Commencement Ceremony.
  - g. Coast shall provide necessary directional signage per the required specifications.
  - h. Coast shall provide ushers.



**EXHIBIT A – SCOPE OF WORK (CONT.)**

- i. Coast shall be responsible for reimbursement of any fees charged by the Costa Mesa Police Department for traffic control purposes.
  - j. Seating shall be limited to the seated area only.
  - k. Coast shall not operate, use or procure the services of an unmanned aerial vehicle (UAV), drone or other in-air device(s), mechanical or otherwise, over Association property at any time.
4. To provide the following PROMOTIONAL ADVERTISING for the Association:
- a. \$10,000.00 worth of in-kind trade to be fulfilled by Coast in conjunction with the Association's Director of Marketing of the year-round event program and the annual OC Fair as indicated in items c. – h. below.
  - b. Coast shall provide point of contact's name and telephone number to the Association's Director of Marketing.
  - c. Coast shall provide advertising/inclusion in:
    - 1. Coast to Coast (weekly newspaper)
    - 2. Coast Report (weekly newspaper)
    - 3. Commencement Program (one page)
  - d. Coast shall provide a promotional email blast to all Coast accounts and social media announcement of Imaginology (to be sent in March and April), OC Fair dates (to be sent in July), and the Summer Book Drive (to be sent in May and June).
  - e. To provide campus signage as follows:
    - 1. Windmasters (6 key locations)
    - 2. Glass Display Cases (12 locations)
  - f. Coast shall provide link(s) on Coast's website to the Association's website.
  - g. Coast shall provide brochure distribution as follows:
    - 1. Bookstore
    - 2. Offices
    - 3. Student Center
    - 4. Mailboxes
  - h. Coast shall insert Association's Summer Concert Series schedule in Commencement Ceremony program.

**ASSOCIATION AGREES:**

1. To the following provisions pertaining to Association usage of COAST LOTS:
- a. Association shall clean used areas on Coast premises after each day of use to restore to the condition in which the property was received.
  - b. Association shall provide personnel, traffic directors, directional signage, additional lighting, as needed, and portable restrooms during the designated events.
  - c. Association shall hold harmless the Coast Community College District from any and all liability during the use of the Coast Adams dirt parking lot during the OC Fair. The Association assumes all responsibility and is aware the Adams parking lot is not paved and not striped.
  - d. Association shall provide Coast with proof of insurance for the contract period.
2. To the following provisions pertaining to Coast usage of ASSOCIATION LOT "E":
- a. Coast shall have usage of Association Lot "E" for overflow Coast student parking from January 1 – June 20 and August 17 – December 18. Days/hours of permissible access shall be Monday – Friday, from 6:00 a.m. to 12:00 a.m.





**EXHIBIT A – SCOPE OF WORK (CONT.)**

- b. In event Lot “E” needs to be utilized for an event held on Association property, an alternative lot will be made available by the Association.
  - c. Association shall barricade Association’s Lot “E” to allow access point off Arlington Drive at Gate 3½.
  - d. Association shall ensure that Gate 3½ off Arlington is locked/unlocked daily for the Coast students to enter.
  - e. Association shall work with Coast Public Safety to coordinate parking credential enforcement daily during the OC Fair and other dates utilized by the Association for overflow parking.
  - f. Association shall clean and make suitable for parking of vehicles. The Association shall coordinate and receive approval from Coast on the cleaning plan.
  - g. Association shall provide proper directional signage in Association parking lot.
3. To the following provisions pertaining to Coast usage of Association PACIFIC AMPHITHEATRE:
- a. Association shall provide and pay for the necessary parking services, stage lighting, sound (not to exceed \$5,000.00) and curtains.
  - b. Association shall provide coordination with Costa Mesa Police Department for traffic.
  - c. Association shall provide electronic marquee board one (1) week prior to date of Commencement Ceremony.
  - d. Association shall provide and pay for five (5) security personnel from 3:30 p.m. – 7:30 p.m. the day of the Commencement Ceremony.
  - e. Association shall provide cement bases for flag hanging, the quantity and location of which shall be determined and mutually agreed upon by Coast and the Association.
  - f. Association shall provide and pay for theatre preparation and post-event clean-up.
  - g. Association shall provide and pay for janitorial personnel.
  - h. Association’s Master Concessionaire shall sell water, soda and light snacks during the Orange Coast College Commencement Ceremony. Alcoholic beverages shall not be available.
  - i. Association shall waive the one hundred seventy-five dollar (\$175.00) per truck buyout provided the food truck(s) utilized during the Commencement Ceremony rehearsal are based in Orange County, California.
  - j. Association shall allow Coast to sell bookstore merchandise at no rent or commission to the Association.
  - k. Association shall allow Coast to sell flowers at no rent or commission to the Association.
  - l. Association shall provide electronic copy of OC Fair Summer Concert Series for inclusion in Commencement Ceremony program.
  - m. Association prohibits the utilization, operation or procurement of an unmanned aerial vehicle (UAV), drone or other in-air device(s), mechanical or otherwise, over Association property at any time.



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

**BUDGET DETAIL:**

District Account #: Not Applicable

**PAYMENT PROVISIONS:**

There are no payment provisions, as this is a trade value contract.

-End Exhibit B-



**EXHIBIT C – GENERAL TERMS AND CONDITIONS**

GTC 610

**1. APPROVAL:**

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

**2. AMENDMENT:**

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

**3. ASSIGNMENT:**

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

**4. AUDIT:**

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

**5. INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly, or indirectly, arising from or in any way related to the performance or nonperformance of the Agreement, regardless of responsibility of 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.

To the fullest extent permitted by law, the 32<sup>nd</sup> District Agricultural Association, the OC Fair & Event Center, and the State District shall defend, indemnify, and hold harmless the Coast Community College District, Orange Coast College 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, attorney's fees, expert fees, and costs of suit), directly, or indirectly, arising from or in any way related to the performance or nonperformance of the Agreement, regardless of responsibility of 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.

**6. DISPUTES:**

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

**7. TERMINATION FOR CAUSE:**

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



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

**8. INDEPENDENT CONTRACTOR:**

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

**9. RECYCLING CERTIFICATION:**

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

**10. NON-DISCRIMINATION CLAUSE:**

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

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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



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

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 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 – ADDITIONAL PROVISIONS**

**GIA 101**

**1. APPROVAL:**

This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.

**2. AUDIT:**

The agency performing work under this Agreement 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 if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

**3. PAYMENT:**

Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

**4. 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.

**5. SUBCONTRACTING:**

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

**6. ADVANCE PAYMENT:**

The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.

**7. DISPUTES:**

The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.

**8. TIMELINESS:**

Time is of the essence in this Agreement.

-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.

**4. Cancellation Notice:**

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



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

**5. Certificate Holder:**

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

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

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

**6. Insurance Company:**

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

**7. Insured:**

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

OR

**B. CFSA Special Events Program:**

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

OR

**C. Master Certificates:**

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

OR

**D. Self-Insurance:**

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

**II. General Provisions**

**A. Maintenance of Coverage:**

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

**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.**





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

**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-

**OC FAIR & EVENT CENTER  
RENTAL AGREEMENTS FOR BOARD APPROVAL  
DECEMBER 2014**

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-099-14	Roy Englebrecht Promotions	Fight Club OC	Boxing/MMA	The Hangar	12/03/14-12/04/14	\$11,999.00
R-236-14	Orange County Sheriff's Department	Officer Bus Training	Training	Lot G	10/17/14-12/31/14	In-Kind Trade
R-240-14	Roy Englebrecht Promotions	Fight Club OC - Special Edition	Boxing/MMA	The Hangar	12/05/14-12/06/14	\$7,443.75
R-244-14	Favorday Church dba River Church	River Church Service	Church service	The Hangar	12/06/14-12/07/14	\$15,406.00
R-245-14	Community Action Partnership of Orange County	Share The Harvest "Packing Party"	Private event	Los Alamitos Building, Anaheim Building, OC Promenade	12/05/14-12/06/14	Payment: \$2,672.00 In-Kind Trade: \$9,375.00
R-247-14	Infinity Marketing Team	Banc of California Holiday Party	Private event	The Hangar	12/20/14-12/21/14	\$15,641.00
R-021-15	Orange County Organic Gardening Club	Orange County Organic Gardening Club Meetings	Club meetings	Silo Building	01/01/15-12/31/15	\$80.00 for club meeting once per month; \$120 for additional meetings
R-022-15	California Rare Fruit Growers, OC Chapter	California Rare Fruit Growers, OC Chapter Meetings	Club meetings	Silo Building	01/01/15-12/31/15	\$80.00 for club meeting once per month; \$120 for additional meetings
R-023-15	Orange County Beekeepers Association	Orange County Beekeepers Association Meetings	Club meetings	Silo Building	01/01/15-12/31/15	\$80.00 for club meeting once per month; \$120 for additional meetings
R-024-15	Mesa Water District	Education Exhibit - Developed and maintained, highlighting low water use gardens, water conservation, etc.	Educational exhibit	East of Building 15	01/01/15-12/31/15	In-Kind Trade: Space allocated in exchange for lectures, maintaining an educational display
R-033-15	Lisa's Gourmet Coffee	Parking Space Rental	Parking Space Rental	Lot G	01/01/15-12/31/15	\$7 per space per day
R-034-15	Semier Gourmet Meats, Inc.	Parking Space Rental	Parking Space Rental	Lot G	01/01/15-12/31/15	\$7 per space per day
R-040-15	Rock Harbor Church	Easter at the Pacific Amphitheatre: A County-Wide Celebration of Jesus	Church service	Pacific Amphitheatre, Lot D	04/01/15-04/06/15	\$84,337.50
R-046-15	Barrett-Jackson Auction Co, LLC	Barrett-Jackson Trailer Space Rental	Parking Space Rental	Lot G	01/01/15-03/31/15	\$1,350.00

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Roy Englebrecht Promotions 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 **December 3 - 4, 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:

**Fight Club OC**

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

**\$11,999.00**

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.

**Roy Englebrecht Promotions**  
**P.O. Box 10205**  
**Newport Beach, CA 92658**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Roy Englebrecht, Owner**

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

# EXHIBIT A - Thursday

## Event Information

Event Name: Fight Club OC  
 Contact Person: Roy Englebrecht  
 Event Date: 12/04/2014

Contract No: R-099-14  
 Phone: (949) 760-3131  
 Hours: Happy Hour: 5:30 - 7:30PM at Baja Blues  
 Doors: 6:30 PM  
 Event: 7:30 PM - 9:30 PM

Admission Prices: Adult: \$40.00 - \$80.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday The Hangar	12/03/2014 06:00 AM - 11:00 PM	Move In	500.00
Thursday The Hangar	12/04/2014 05:30 PM - 09:30 PM	Event	2,000.00
<b>Total:</b>			<b>2,500.00</b>

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate (Delivery & Pick Up Only, No Set Up)	TBD EA	200.00 EVT	200.00
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	300.00
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA	2,000.00
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	45.00 EA	TBD
Electrical Usage Rate	Flat Rate	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 3 Hours (Suites)	3.00 HR	75.00 HR	225.00
Man Lift	Estimate 3 Hours (Banners)	3.00 HR	75.00 HR	225.00
Marquee Board (5 Consecutive Days)	TBD	TBD	150.00 EVT	TBD
Projector and Screen	12/04/2014	1.00 EA	1,500.00 DAY	1,500.00
Scissor Lift	Per Day (Production Only)	2.00 HR	75.00 HR	150.00
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	32.00
Sweeper (In-House)	Flat Rate	2.00 HR	75.00 HR	150.00
100/200 Amp Drop	As Needed Per Request	TBD EA	140.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Portable Electronic Message Board	As Needed Per Request	TBD EA	75.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
<b>Total:</b>			<b>5,090.00</b>	

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Day</b>				
Grounds Attendant Lead	12/04/2014 05:30 PM - 09:30 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	12/04/2014 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	12/04/2014 05:30 PM - 09:30 PM	2.00 EA	19.50 HR	156.00
Electrician	12/04/2014 05:30 PM - 09:30 PM	1.00 EA	45.00 HR	180.00
<b>Tear Down</b>				
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 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	12/04/2014 05:30 PM - 09:30 PM	1.00 EA	40.00 HR	160.00
<b>Safety &amp; Security</b>				
Security Attendant Lead	12/04/2014 06:15 PM - 10:15 PM	1.00 EA	30.00 HR	120.00
Security Attendant	12/04/2014 04:30 PM - 08:30 PM	2.00 EA	19.50 HR	156.00

# EXHIBIT A - Thursday

## Event Information

Security Attendant	12/04/2014 06:15 PM - 10:15 PM	9.00 EA	19.50 HR	702.00
<b>Parking</b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
<b>Technology</b>				
Technology Attendant	Estimate 1 Hour	1.00 HR	35.00 HR	35.00
<b>Outside Services</b>				
Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	1.00 EA	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00
<b>Total:</b>				<b>3,909.00</b>

## Summary

Facility Rental Total	\$2,500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,999.00
Refundable Deposit	\$500.00
<b>Grand Total:</b>	
	<b>\$11,999.00</b>

## Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/19/2014	\$6,500.00
Second Payment ( <i>Balance</i> )	11/26/2014	\$5,499.00
<b>Payment Total:</b>		<b>\$11,999.00</b>

Please Remit Full Payment in \*Check Only\*  
**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

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

### V.I.P. PARKING/SEASON PASS HOLDERS:

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.

### COMPLIMENTARY PARKING PASSES:

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

### CHAIRS

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### SUITES & CATERING

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus 10% from Ovations, the OCFEC Master Concessionaire.

### BOXING AND MMA EVENT EXCLUSIVE

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2014 (not inclusive of the 2014 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

REVIEWED \_\_\_\_\_

DATE **December 9, 2014**

FAIRTIME

INTERIM

xx

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Sheriff's Department** hereinafter, called the Rentor

**WITNESSETH:**

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

**October 17, 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 Lot G**

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

**Officer Bus Training**

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

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

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

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

**Orange County Sheriff's Department**  
**700 Civic Center Drive West, Suite M-100**  
**Santa Ana, CA 92701**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Lieutenant, Cathy Irons**

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

**EXHIBIT "A"**

**Event Name:** Officer Bus Training  
**Contact Person:** Lieutenant, Cathy Irons  
**Event Dates:** 10/17/2014 -12/31/2014

**Contract No:** R-236-14  
**Phone:** (714) 647-6142  
**Hours:** 06:00 AM - 05:00 PM

**Projected Attendance:** 100

**LOCATION(S):**

Parking Lot G ..... \$ In-Kind Trade

**RENTER AGREES:**

- That this agreement covers all officers training to take place at the OC Fair & Event Center during the remainder of 2014 calendar year.
- To contact the Event Sales and Services Department at (714) 708-1545 prior to scheduling any training sessions to ensure that the location is available.
- That an OC Fair & Event Center written confirmation approving each date and specific location is required prior to renter promoting or advertising an event. This avoids any miscommunication between renter's attendees and the OC Fair & Event Center.
- To provide proof of insurance by October 17, 2014
- To notify the District (OCFEC) of any accident that takes place during the training. The Safety and Security Department can be reached by phone at (714) 708-1588, 24 hours a day, or they can be located at the Safety and Security Office near Gate 5 off Arlington Drive between the hours of 6:00 AM - 12:00 Midnight.
- To reimburse the District (OCFEC) for any out of pocket expenses related to this event.
- That any and all equipment, materials and vehicles will be removed from OCFEC property after the final day of training or after each single day session.
- That alcohol brought on grounds by exhibitors, attendees or event personnel is strictly prohibited.
- That loud noises are not allowed on the property at any time due to the proximity of adjacent residential housing tracks, City Hall and City services. Such sound violations can be cause for termination of your event and removal from the premises.
- That damage made to Lot G and/or OCFEC property will be itemized and invoiced. Payment will be due prior to any new activity taking place at the OC Fair & Event Center.
- To limit speeds to 40 MPH.
- That parking lot usage will be conducted in a safe manner, with consideration of other activities taking place at the Event Center. To ensure safety within and around your event, the District (OCFEC) may, at the expense of the renter, construct a barrier around the perimeter of the driving portion of the event. Renter will be responsible for all further necessary precautions in and around the event.
- In-Kind Trade consists of Orange County Sheriff's Reserve services at no charge to OCFEC throughout the year.

REVIEWED \_\_\_\_\_

DATE December 9, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Roy Englebrecht Promotions 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 **December 5 - 6, 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:  
**Fight Club OC - Special Edition**
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:  
**\$7,443.75**
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.

**Roy Englebrecht Promotions**  
P.O. Box 10205  
Newport Beach, CA 92658

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Roy Englebrecht, Owner

Title: Sharon Augenstein, Chief Financial Officer



# EXHIBIT A - FRIDAY

## Event Information

Event Name: Fight Club OC - Special Edition  
 Contact Person: Roy Englebrecht  
 Event Date: 12/05/2014

Contract No: R-240-14  
 Phone: (949) 760-3131  
 Hours: Doors: 5:00 PM  
 Event: 5:30 PM - 9:30 PM

Admission Prices: Adult: \$40.00 - \$80.00

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 1,200

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
The Hangar	12/05/2014 05:30 PM - 09:30 PM	Event	2,000.00
<b>Saturday</b>			
The Hangar	12/06/2014 06:00 AM - 09:00 AM	Move Out	No Charge

-Move out must be completed by 9:00 AM on Saturday - December 6, 2014 to avoid additional charges.

**Total: 2,000.00**

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	Flat Rate (Delivery & Pick Up Only, No Set Up)	TBD EA	200.00 EVT	Included
Chair (Individual)	Estimate 300	300.00 EA	1.00 EA	Included
Chair (Tied)	Estimate 1,000	1,000.00 EA	2.00 EA	Included
Dumpster	Estimate 6	6.00 EA	18.00 EA	108.00
Electrical Splitter Box	TBD	TBD EA	45.00 EA	TBD
Electrical Usage Rate	Flat Rate (For Standard/Non Televised Show)	1.00 EA	200.00 EVT	200.00
Forklift	Estimate 3 Hours (Suites)	3.00 HR	75.00 HR	Included
Man Lift	Estimate 3 Hours (Banners)	TBD HR	75.00 HR	TBD
Marquee Board (5 Consecutive Days)	TBD	1.00 EA	150.00 EVT	TBD
Projector and Screen	12/05/2014	1.00 EA	1,000.00 DAY	1,000.00
Scissor Lift	Per Day (Production Only)	TBD HR	75.00 HR	TBD
Stanchion Per Pole	Estimate 32	32.00 EA	1.00 EA	Included
Sweeper (In-House)	Flat Rate	2.00 HR	75.00 HR	150.00
100/200 Amp Drop	As Needed Per Request	TBD EA	140.00 EA	TBD
Bleacher	As Needed Per Request	TBD EA	250.00 EA	TBD
Cable Ramp	As Needed Per Request	TBD EA	15.00 EA	TBD
Internet Line	As Needed Per Request	TBD EA	50.00 EA/DAY	TBD
Portable Electronic Message Board	As Needed Per Request	TBD EA	75.00 EA/DAY	TBD
Trussing Unit	As Needed Per Request	TBD EA	100.00 EA	TBD
			<b>Total:</b>	<b>1,458.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Electrician	TBD	TBD HR	45.00 HR	TBD
<b>Event Day</b>				
Grounds Attendant Lead	12/05/2014 04:00 PM - 09:30 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	12/05/2014 04:00 PM - 09:30 PM	2.00 EA	19.50 HR	214.50
Janitorial Attendant	12/05/2014 04:00 PM - 09:30 PM	2.00 EA	19.50 HR	214.50
Electrician	12/05/2014 04:00 PM - 09:30 PM	1.00 EA	45.00 HR	247.50
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	TBD	TBD HR	45.00 HR	TBD
<b>Event Sales &amp; Services</b>				
Event Coordinator	12/05/2014 04:00 PM - 09:30 PM	1.00 EA	40.00 HR	220.00
<b>Parking</b>				
Parking Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00

# EXHIBIT A - FRIDAY

## Event Information

### Safety & Security

Security Attendant Lead	12/05/2014 04:45 PM - 10:15 PM	1.00 EA	30.00 HR	165.00
Security Attendant	12/05/2014 03:00 PM - 07:00 PM	2.00 EA	19.50 HR	156.00
Security Attendant	12/05/2014 04:45 PM - 10:15 PM	9.00 EA	19.50 HR	965.25

### Technology

Technology Attendant	Estimate 1 Hour	1.00 HR	35.00 HR	35.00
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### Outside Services

Orange County Sheriff	Estimate Only	4.00 EA	760.00 EVT	760.00
State Fire Marshal	Estimate Only ( <i>Plan Review and/or Site Inspection</i> )	TBD EA	263.00 HR	TBD
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	225.00 EVT	225.00

**Total:** 3,985.75

### Summary

Facility Rental Total				\$2,000.00
Estimated Equipment, Reimbursable Personnel and Services Total				\$5,443.75
Refundable Deposit				N/A

**Grand Total:** \$7,443.75

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/28/2014	\$7,443.75

**Payment Total:** \$7,443.75

Please Remit Full Payment in \*Check Only\*  
**\*\*ALL PAYMENTS ARE NON-REFUNDABLE\*\***

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

### BOXING AND MMA EVENT-EXCLUSIVE

OCFEC recognizes Roy Englebrecht Promotions as the exclusive Boxing and MMA Event Producer at The Hangar in 2014 (not inclusive of the 2014 OC Fair), and will honor said exclusivity provided that shows as currently booked, on an every other month basis, continue to be staged.

### CHAIRS

Event Producer will pay a chair rental fee of \$2.00 per tied chair and \$1.00 per non-tied chair. This will include set up and tear down of chairs by OCFEC staff.

### COMPLIMENTARY PARKING PASSES:

Event Producer will be provided thirty-five (35) complimentary passes and approval for a Pass List of up to sixteen (16) additional people. Complimentary Passes and Pass List together not to exceed fifty-one (51) Complimentary Parking passes. Additional names on the Pass List, above the established limit of fifty-one (51), will be charged to the Event Producer at \$3.00 per name.

### SUITES & CATERING

Event Producer agrees to purchase all food and beverage including alcoholic beverages for each suite area at cost plus 10% from Ovations, the OCFEC Master Concessionaire.

### V.I.P. PARKING/SEASON PASS HOLDERS:

210 V.I.P. parking spaces will be provided for V.I.P. Season Ticket Holders at no charge in the Family Fun Zone parking lot, west of The Hangar.

REVIEWED \_\_\_\_\_

DATE December 9, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Favorday Church dba River 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 **December 6 - 7, 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:

**River Church Service**

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

**\$15,406.00**

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

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

**Favorday Church dba River Church  
12437 Lewis Street, Suite 102  
Garden Grove, CA 92840**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Daniel Darling, Executive Pastor**

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

# EXHIBIT A

## Event Information

Event Name: River Church Service  
 Contact Person: Marisol Richardson  
 Event Dates: 12/07/2014

Contract No: R-244-14  
 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>
<b>Saturday</b>			
The Hangar	12/06/2014 12:00 PM - 11:59 PM	Move In	1,575.00
<b>Sunday</b>			
The Hangar	12/07/2014 11:00 AM - 02:00 PM	Event	3,150.00
-Move out must be completed by 11:59 PM on Sunday - December 7, 2014 to avoid additional charges.			<b>Total: 4,725.00</b>

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 (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	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 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT	600.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board (7 Consecutive Days)	TBD	TBD EA	450.00 WK	TBD
Portable Electronic Message Board	12/07/2014	2.00 EA	75.00 EA/DAY	150.00
Projector Screen	TBD	TBD EA	300.00 DAY	TBD
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
			<b>Total:</b>	<b>1,649.00</b>

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<b>Event Day</b>				
<b>Doors: 10:30 AM Event: 11:00 AM</b>				
Grounds Attendant Lead	12/07/2014 09:30 AM - 03:00 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	12/07/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
Janitorial Attendant	12/07/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	12/07/2014 9:30 AM - 02:30 PM	1.00 EA	40.00 HR	200.00
<b>Parking</b>				
<b>Set Up</b>				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
<b>Technology</b>				
Technology Attendant	TBD	TBD HR	35.00 HR	TBD

# EXHIBIT A

## Event Information

### Outside Services

Sound Engineer	TBD	TBD EA	750.00 DAY	TBD
<b>Total:</b>				<b>2,282.00</b>

### Summary

Facility Rental Total	\$4,725.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,931.00
Parking Buyout	\$5,250.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$15,406.00</b>

### Payment Schedule

#### Payment Schedule

First Payment	<u>Due Date</u> 11/21/2014	<u>Amount</u> \$15,406.00
<b>Total:</b>		<b>\$15,406.00</b>
<b>Payment Total:</b>		<b>\$15,406.00</b>

Please Remit Payment in \*Check Only\*

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

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

#### OVATIONS

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

#### SOUND ORDINANCE

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

REVIEWED \_\_\_\_\_

DATE December 9, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Community Action Partnership of Orange County hereinafter, called the Rentor

**WITNESSETH:**

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **December 5 - 6, 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:

**Share The Harvest "Packing Party"**

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

**\$9,375.00 In-Kind Trade  
\$2,672.00 Payment**

- 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.

**Community Action Partnership of Orange County  
11870 Monarch Street  
Garden Grove, CA 92841**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Clarence W. Ray, Executive Director**

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

# EXHIBIT A

## Event Information

Event Name: Share The Harvest "Packing Party"  
 Contact Person: Mark Lowry  
 Event Date: 12/06/2014

Contract No: R-245-14  
 Phone: (714) 897-6670 X3601  
 Hours: 8:00 AM - 5:00 PM

Vehicle Parking Fee: No Charge

Projected Attendance: 850

### Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
<b>Friday</b>			
Anaheim	12/05/2014 02:00 PM - 11:00 PM	Move In	925.00*
Los Alamitos	12/05/2014 02:00 PM - 11:00 PM	Move In	1,275.00*
OC Promenade	12/05/2014 02:00 PM - 11:00 PM	Move In	925.00*
<b>Saturday</b>			
Anaheim	12/06/2014 08:00 AM - 05:00 PM	Event	1,850.00*
Los Alamitos	12/06/2014 08:00 AM - 05:00 PM	Event	2,550.00*
OC Promenade	12/06/2014 08:00 AM - 05:00 PM	Event	1,850.00*

\* See In-Kind Trade details under payment schedule

\*In-Kind Trade Value = \$9,375.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 5 (Breakfast/Crafts/Kids)	5.00 EA	18.00 EA	90.00
Electrical Usage Rate	Estimate Only	1.00 EA	150.00 EVT	150.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Sweeper (In-House)	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
<b>Total:</b>				<b>690.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Event Operations</b>				
<b>Set Up</b>				
Ground Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
<b>Event Day</b>				
Grounds Attendant	12/06/2014 07:00 AM - 05:00 PM	1.00 EA	19.50 HR	195.00
Janitorial Attendant	12/06/2014 07:00 AM - 05:00 PM	2.00 HR	19.50 HR	390.00
<b>Clean Up</b>				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
<b>Parking</b>				
Parking Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
<b>Security</b>				
Security Attendant	12/05/2014 10:30 PM - 12/06/2014 08:30 AM	2.00 EA	19.50 HR	390.00
<b>Total:</b>				<b>1,482.00</b>

### Summary

In-Kind Facility Rental Total	<b>In-Kind Trade:</b>	<b>\$9,375.00</b>
Estimated Equipment, Reimbursable Personnel and Services Total	<b>In-Kind Trade Total:</b>	<b>\$9,375.00</b>
Refundable Deposit		\$500.00
	<b>Grand Total:</b>	<b>\$2,672.00</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	11/26/2014	\$2,672.00
<b>Payment Total:</b>		<b>\$2,672.00</b>

Please Remit Payment in \*Check Only\*

# EXHIBIT A

## Event Information

**\*\*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.

In exchange for above outlined \$9,375.00 In-Kind Trade, it has been mutually agreed that OC Food Bank will promote the OC Fair & Event Center through media impressions as follows:

- As a supporting partner in Press Releases distributed by both PIMCO and OC Food Bank
- As a supporting partner of Share the Harvest on the OC Food Bank website
- As a supporting partner in all Share the Harvest related email blasts
- As a supporting partner of Share the Harvest in any event related Social Media
- Logo placement on the 16,000 food boxes to be assembled on the day of event

### OTHER EVENTS

OC Food Bank is aware that other events will be taking place at the OC Fair & Event Center during their "Packing Party."

### OVATIONS

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



REVIEWED \_\_\_\_\_

DATE December 9, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Infinity Marketing Team** 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 **December 20 - 21, 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:

**Banc of California Holiday Party**

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

**\$15,641.00**

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

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

**Infinity Marketing Team**  
8575 Higuera Street  
Culver City, CA 90232

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Rachel Cullan, Account Manager**

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

# EXHIBIT A

## Event Information

Event Name: Banc of California Holiday Party  
 Contact Person: Rachel Cullan  
 Event Date: 12/20/2014

Contract No: R-247-14  
 Phone: (323) 962-4784  
 Hours: 7:00 PM - 11:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 1,000

Facility and/or Area Fees	Date-Time	Activity	Actual
<b>Saturday</b>			
The Hangar	12/20/2014 07:00 PM - 11:00 PM	Event	3,150.00
<b>Sunday</b>			
The Hangar	12/21/2014 06:00 AM - 11:59 PM	Dark	3,150.00

- Move out must be completed by 11:59 PM on Sunday - December 21, 2014 to avoid additional charges. Total: 6,300.00

### Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 6	6.00 EA	55.00 EA	330.00
Electrical Usage Rate	Estimate Only	1.00 EA	500.00 EVT	500.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Man Lift (Banners)	TBD	TBD HR	75.00 HR	TBD
Portable Electronic Message Board	12/20/2014	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 DAY	TBD
Projector Screen	TBD	TBD EA	300.00 DAY	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00

Total: 1,685.00

### Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
<b>Event Operations</b>				
<b>Set Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Day</b>				
Grounds Attendant Lead	12/20/2014 06:00 PM - 11:00 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	12/20/2014 06:00 PM - 11:00 PM	2.00 EA	19.50 HR	195.00
Janitorial Attendant	12/20/2014 06:00 PM - 11:00 PM	2.00 EA	19.50 HR	195.00
Electrician	12/20/2014 06:00 PM - 11:00 PM	1.00 EA	45.00 HR	225.00
<b>Clean Up</b>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
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 2 Hours	2.00 HR	45.00 HR	90.00
<b>Event Sales &amp; Services</b>				
Event Coordinator	12/20/2014 06:00 PM - 11:00 PM	1.00 EA	40.00 HR	200.00
<b>Parking</b>				
Parking Attendant Lead	12/20/2014 06:00 PM - 11:00 PM	1.00 EA	30.00 HR	150.00
Parking Attendant	12/20/2014 06:00 PM - 11:00 PM	2.00 EA	19.50 HR	195.00
<b>Safety &amp; Security</b>				
Security Attendant	12/20/2014 06:30 PM - 11:30 PM	4.00 EA	19.50 HR	390.00
<b>Outside Services</b>				
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

Total: 2,656.00

# EXHIBIT A

## Event Information Summary

Facility Rental Total	\$6,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$4,341.00
Parking Buyout (500 vehicles at \$7.00 each)	\$3,500.00
Refundable Deposit	\$1,500.00
<b>Grand Total:</b>	<b>\$15,641.00</b>

## Payment Schedule

### Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
12/01/2014	\$15,641.00

**Total:** \$15,641.00

**Payment Total:** \$15,641.00

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.

### SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Banc of California Holiday Party must comply with request.

### RENTAL AGREEMENT

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center hereinafter called the Association, and Orange County Organic Gardening Club hereinafter, called the Rentor

**WITNESSETH:**

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

**Beginning January 1, 2015 and ending December 31, 2015**

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:

**Orange County Organic Gardening Club Meetings**

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

**\$80.00 per month - Monthly Club Meeting  
\$120.00 per additional meetings**

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

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

6. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

7. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

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

9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding 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.

10. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

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

12. Special Provisions: **The Event 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 Services Policies & Procedures handbook and agrees to abide by said Policies & Procedures.**

13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Orange County Organic Gardening Club  
1594 North Dorothy Drive  
Brea, CA 92821**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Don Winterstein, President**

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

**AGREEMENT: R-021-15**  
**DATED: December 9, 2014**  
**WITH: Orange County Organic Gardening Club**  
**PHONE: (714) 990-4772**

**EXHIBIT "A"**

**DATE(S) OF EVENT:** January 1, 2015 and ending December 31, 2015

**BUILDING(S)/LOCATION(S):**  
Silo Building

**RENTER AGREES:**

- That the term of this Agreement is from January 1, 2015 through December 31, 2015.
- To conduct monthly meetings on the second Tuesday of the month (*see dates below*) between January and June, resuming in September through December. Monthly Orange County Organic Gardening Club meetings are scheduled from 6:30 PM to 9:30 PM but may begin as early as 6:00 PM. Teardown is to be concluded by 10:00 PM.

January 13<sup>th</sup>, February 10<sup>th</sup>, March 10<sup>th</sup>, April 14<sup>th</sup>, May 12<sup>th</sup>, June 9<sup>th</sup>, September 8<sup>th</sup>,  
October 13<sup>th</sup>, November 10<sup>th</sup>, December 8<sup>th</sup>

- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of Orange County Organic Gardening Club will access the property on Monday through Friday at Main Gate off Fair Drive, and enter fairgrounds through the Centennial Farm Gate. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Orange County Organic Gardening Club can access the property at Gate 4 off of Arlington Drive.
- That parking around the building is not permitted. Staff and members are required to park in Lot B or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- To remove all Orange County Organic Gardening Club supplies and equipment after each meeting. Renter understands that there is no storage space available for Orange County Organic Gardening Club equipment.
- To leave the facilities in same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (*see Exhibit F for Silo layout*).
- That all trash generated by Orange County Organic Gardening Club be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Safety & Security Department at (714) 708-1588. Safety & Security will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2015 through December 31, 2015.

- To pay \$80.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at \$120.00 per meeting.
- To provide staff, and maintain an educational display during entire duration of the annual OC Fair.

**32<sup>nd</sup> District (OCFEC) will provide:**

- Tables and chairs for the monthly meeting.
- Access to Centennial Farm Gate and Silo Building.
- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

**Payment Schedule:**

Payment of \$480.00 is due on or before January 2, 2015 for period covering January through June.

Payment of \$320.00 is due on or before July 1, 2015 for period covering September through December.

A \$25.00 late fee will be added if payment is not received by tenth (10<sup>th</sup>) day of applicable following calendar month.

DRAFT

## RENTAL AGREEMENT

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center hereinafter called the Association, and California Rare Fruit Growers, O.C. Chapter 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:

**Beginning January 1, 2015 and ending December 31, 2015**

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:

**California Rare Fruit Growers, O.C. Chapter Meetings**

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

**\$80.00 per month - Monthly Club Meeting  
\$120.00 per additional meetings**

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

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

6. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

7. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

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

9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding 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.

10. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

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

12. Special Provisions: **The Event 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 Services Policies & Procedures handbook and agrees to abide by said Policies & Procedures.**

13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

California Rare Fruit Growers, O.C. Chapter  
907 Ronda Savilla, Unit O  
Laguna Woods, CA 92637

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

By \_\_\_\_\_

By \_\_\_\_\_

Title: Richard Snyder, President O.C. Chapter

Title: Sharon Augenstein, Chief Financial Officer

**AGREEMENT: R-022-15**  
**DATED: December 9, 2014**  
**WITH: CA Rare Fruit Growers, O.C. Chapter**  
**PHONE: (714) 556-4125**

**EXHIBIT "A"**

**DATE(S) OF EVENT:** January 1, 2015 and ending December 31, 2015

**BUILDING(S)/LOCATION(S):**  
Silo Building

**RENTER AGREES:**

- That the term of this Agreement is from January 1, 2015 through December 31, 2015.
- **To conduct monthly meetings on the third Thursday of the month (see dates below) between January and June, resuming in September through December. Monthly CA Rare Fruit Growers meetings are scheduled from 6:30 PM to 9:30 PM but may begin as early as 6:00 PM. Teardown is to be concluded by 10:00 PM.**

**January 15<sup>th</sup>, February 19<sup>th</sup>, March 19<sup>th</sup>, April 16<sup>th</sup>, May 21<sup>st</sup>, June 18<sup>th</sup>, September 17<sup>th</sup>,  
October 15<sup>th</sup>, November 19<sup>th</sup>, December 17<sup>th</sup>**

- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- That all members and patrons of CA Rare Fruit Growers will access the property on Monday through Friday at Main Gate off Fair Drive, and enter fairgrounds through the Centennial Farm Gate. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of CA Rare Fruit Growers can access the property at Gate 4 off of Arlington drive.
- That parking around the building is not permitted. Staff and members are required to park in Lot B or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- To remove all CA Rare Fruit Growers supplies and equipment after each meeting. Renter understands that there is no storage space available for CA Rare Fruit Growers equipment.
- To leave the facilities in same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (see Exhibit F for Silo layout).
- That all trash generated by CA Rare Fruit Growers be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Safety & Security Department at (714) 708-1588. Safety & Security will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2015 through December 31, 2015.
- To pay \$80.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at \$120.00 per meeting.



- To provide staff, and maintain an educational display during entire duration of the annual OC Fair.

**32<sup>nd</sup> District (OCFEC) will provide:**

- Tables and chairs for the monthly meeting.
- Access to Centennial Farm Gate and Silo Building.
- Booth space in Centennial Farm area during the annual OC Fair.
- Parking access through Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

**Payment Schedule:**

Payment of \$480.00 is due on or before January 2, 2015 for period covering January through June.

Payment of \$320.00 is due on or before July 1, 2015 for period covering September through December.

A \$25.00 late fee will be added if payment is not received by tenth (10<sup>th</sup>) day of applicable following calendar month.

DRAFT

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Orange County Beekeepers Association 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, 2015 and ending December 31, 2015**
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:

**Orange County Beekeepers Association Meetings**

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

**\$80.00 per month - Monthly Club Meeting  
\$120.00 per additional meetings**

**Please see Exhibits "A" "B" "C" "E" and "F" 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 to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
7. 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.
8. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding 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.
10. The Rules and Regulations printed on the reverse 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.
11. 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.
12. 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.
13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

**Orange County Beekeepers Association  
2973 Harbor Boulevard, #132  
Costa Mesa, CA 92626**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Rob Stone, President**

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

**AGREEMENT: R-023-15**  
**DATED: December 9, 2014**  
**WITH: Orange County Beekeepers Association**  
**PHONE: (949) 922-6986**

**EXHIBIT "A"**

**DATE(S) OF EVENT:** January 1, 2015 and ending December 31, 2015

**BUILDING(S)/LOCATION(S):**  
Silo Building

**RENTER AGREES:**

- That the term of this Agreement is from January 1, 2015 through December 31, 2015.
- To contact Centennial Farm staff at (714) 708-1619 to schedule, change or confirm any additional meetings.
- **To conduct monthly meetings on the first Tuesday of the month (see dates below) between January and June, resuming in September through December. Monthly OCBA Board Meetings are scheduled from 6:30 PM to 9:30 PM but may begin as early as 6:00 PM. Teardown is to be concluded by 10:00 PM.**

**January 6<sup>th</sup>, February 3<sup>rd</sup>, March 3<sup>rd</sup>, April 7<sup>th</sup>, May 5<sup>th</sup>, June 2<sup>nd</sup>, June 30<sup>th</sup>, September 1<sup>st</sup>, September 4<sup>th</sup>,  
October 6<sup>th</sup>, November 3<sup>rd</sup>, December 1<sup>st</sup>**

- That all members and patrons of OCBA will enter the property at the Main Gate, off Fair Drive and enter through the Centennial Farm Gate on Monday through Friday. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of OCBA can access the property at Gate 4 off of Arlington Drive.
- That parking around the building will not be permitted. Staff and members will be required to park in Lot B or where otherwise instructed by OCFEC Parking Staff.
- That no setup may take place prior to the time designated on this Rental Agreement.
- To provide all supplies, paper goods, coffee pots and food items necessary to conduct monthly meetings.
- To remove all OCBA supplies and equipment after each meeting. Renter understands that there is no storage space available for OCBA equipment.
- To leave the facilities in the same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract (see Exhibit F for Silo layout).
- That all trash generated by OCBA be taken out to appropriate disposal area outside the Silo Building.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by the Renter or its members.
- That office supplies and office equipment are not included in this rental.
- That OCFEC phones are not available for outside calls. In case of an emergency, Renter is to contact Safety & Security Department at (714) 708-1588. Safety & Security will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2015 through December 31, 2015.

- To pay \$80.00 per month for use of the Silo Building for one club meeting per month. Additional meetings will be charged at \$120.00 per meeting.
- To provide staff and maintain an educational display during the entire duration of the annual OC Fair.

**32<sup>nd</sup> District (OCFEC) will provide:**

- Tables and chairs for the monthly meeting.
- Access to the Centennial Farm Gate and Silo Building.
- Booth space in the Centennial Farm area during the annual OC Fair.
- Parking access through the Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

**Payment Schedule:**

Payment of \$480.00 is due on or before January 2, 2015 for the period covering January through June.

Payment of \$320.00 is due on or before July 1, 2015 for the period covering September through December.

A \$25.00 late fee will be added if payment is not received by tenth (10<sup>th</sup>) day of the applicable following calendar month.

DRAFT

## RENTAL AGREEMENT

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

**Beginning January 1, 2015 and ending December 31, 2015**

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:

**Educational Exhibit – Developed and maintained, highlighting low water use gardens, water conservation, etc.**

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

**Space is allocated in exchange for providing and promoting the importance of water conservation through lectures and by maintaining educational display.**

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

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

6. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

7. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

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

9. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding 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.

10. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

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

12. Special Provisions: The Event 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 Services Policies & Procedures handbook and agrees to abide by said Policies & Procedures.

13. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

Mesa Water District  
1965 Placentia Avenue  
Costa Mesa, CA 92628

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

By \_\_\_\_\_  
Title: Stacy Taylor, Communications Manager

By \_\_\_\_\_  
Title: Sharon Augenstein, Chief Financial Officer

**AGREEMENT: R-024-15**  
**DATED: December 9, 2014**  
**WITH: Mesa Water District**  
**PHONE: (949) 631-1201**

## **EXHIBIT "A"**

**DATE(S) OF EVENT:** January 1, 2015 and ending December 31, 2015

**BUILDING(S)/LOCATION(S):**

Exhibit located on the east side of Building 15, an area approximately 54' x 24'

**RENTER AGREES:**

- That the term of this Agreement is from January 1, 2015 through December 31, 2015.
- That the Agreement is for exclusive exhibit and information purposes under the supervision of Mesa Water District.
- To provide volunteers/staff, and maintain an educational low-water use garden display with guidelines as follows:
  - Maintenance (non-Fair) shall take place at least monthly. Maintenance to include but is not limited to having clean/updated signage, clean landscape, free of debris and dead plants, replacing plants as needed (plants should be pre-approved by OC Fair staff), and regular pruning of plants/trees.
  - Mesa Water District shall maintain garden as needed throughout the entire duration of the annual OC Fair.
  - Centennial Farm will contact Mesa Water District if the garden is in need of maintenance. If Mesa Water District is unable to maintain garden as requested, Centennial Farm reserves the right to maintain as needed.
- To provide all signage, educational materials, etc necessary to conduct exhibit.
- To provide a minimum of four (4) educational lectures during entire duration of the annual OC Fair.
- To process volunteers/staff through Megan's Law Screening & Certification.
- That all volunteers/staff of Mesa Water District will access the property on Monday through Friday from 1:00 PM - 4:00 PM at Main Gate off Fair Drive, and enter fairgrounds through the Centennial Farm Gate. Should Gate 1 need to be closed due to an event taking place at the OC Fair & Event Center, members and patrons of Mesa Water District can access the property at Gate 4 off of Arlington drive.
- That parking around the building is not permitted. Volunteers/staff are required to park in Lot B or where otherwise instructed by OCFEC Parking Staff from 1:00 PM - 4:00 PM on Monday through Friday.
- That all volunteers/staff of Mesa Water District will park in designated exhibitor parking area during the annual OC Fair. Vehicle access shall be limited to the hours of 12:00 PM - 3:00 PM on Monday and Tuesday. Information for the area will be sent out in June.
- That there is no storage space available for Mesa Water District equipment and supplies.
- To leave the facilities in the same condition as when possession was taken. If facility is left unkempt and/or not returned to proper state, OCFEC reserves the right to terminate this contract.
- To reimburse District (OCFEC) for any out of pocket expenses incurred due to damage caused by Mesa Water District or its volunteers/staff.

- That OCFEC phones are not available for outside calls. In case of an emergency, Mesa Water District is to contact Safety & Security Department at (714) 708-1588. Safety & Security will then notify outside emergency personnel if needed.
- To provide proof of insurance coverage for January 1, 2015 through December 31, 2015.
- That use of the provided space will be evaluated on a year-to-year basis. If at any time, the allotted space needs to be changed out with another exhibit, thirty (30) days notice will be provided to Mesa Water District so that materials, signage, plants, etc may be removed by Mesa Water District.

**32<sup>nd</sup> District (OCFEC) will provide:**

- Exhibit space located on the east side of Building 15, an area of approximately 54' x 24'.
- Access to Centennial Farm Gate.
- Space during the annual OC Fair for workshops/demonstrations.
- Necessary admission credentials and parking passes for exhibitor.
- Parking access through Main Gate off Fair Drive. Should Main Gate need to be closed, parking access will be available through Gate 4.

DRAFT

REVIEWED \_\_\_\_\_

DATE December 9, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM

XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Lisa's Gourmet Coffee** hereinafter, called the Renter

**WITNESSETH:**

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

**January 1, 2015 - December 31, 2015**

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:

**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. Renter 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 Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.

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

7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

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

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

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

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

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

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

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

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

**32<sup>nd</sup> 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-033-15  
DATED: October 23, 2014  
WITH: Lisa's Gourmet Coffee  
PHONE: (714) 593-8141

## EXHIBIT "A"

**DATE(S) OF EVENT:** January 1, 2015 through December 31, 2015

**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, 2015**

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

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

REVIEWED \_\_\_\_\_

DATE December 9, 2014

FAIRTIME

APPROVED \_\_\_\_\_

INTERIM XX

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **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, 2015 - December 31, 2015**

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 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.

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

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Cathy Semler, Owner**

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

AGREEMENT: R-034-15  
DATED: January 8, 2014  
WITH: Semler Gourmet Meats, Inc.  
PHONE: (714) 962-9830

## EXHIBIT "A"

**DATE(S) OF EVENT:** January 1, 2015 through December 31, 2015

**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, 2015**

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

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

REVIEWED \_\_\_\_\_

APPROVED \_\_\_\_\_

**RENTAL AGREEMENT**

THIS AGREEMENT by and between the 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Rock Harbor 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 **April 1 - 6, 2015**
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:

**Easter at the Pacific Amphitheatre - A County-Wide Celebration of Jesus**

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

**\$84,337.50**

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.

**Rock Harbor Church**  
**3095 Red Hill Avenue**  
**Costa Mesa, CA 92626**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Shawn Scott, Operations Pastor****Title: Doug Lofstrom, Chief Executive Officer**

# EXHIBIT A

## Event Information

Event Name: Easter at the Pacific Amphitheatre - A County-Wide Celebration of Jesus  
 Contact Person: Shawn Scott  
 Event Dates: 04/03/2015 & 04/05/2015

Contract No: R-040-15  
 Phone: (714) 384-0914  
 Hours: Friday: 12:00 PM - 1:00 PM  
 Sunday Services: 6:00 AM, 9:00 AM, 11:15 AM

Admission Price: Free

Vehicle Parking Fee: No Parking Fee

Projected Attendance: 10,000

<u>Facility and/or Area Fees</u>		<u>Facility Rental Fees</u>		<u>Activity</u>	<u>Actual</u>
	<u>Date-Time</u>				
<b>Wednesday</b>					
Pacific Amphitheatre	04/01/2015 08:00 AM - 08:00 PM		Move In		No Charge
Parking Lot D	04/01/2015 08:00 AM - 08:00 PM		Move In		No Charge
<i>*Rock Harbor will drop off and unload equipment for Thursday Set Up.</i>					
<b>Thursday</b>					
Pacific Amphitheatre	04/02/2015 08:00 AM - 08:00 PM		Move In		4,250.00
Parking Lot D	04/02/2015 08:00 AM - 08:00 PM		Move In		225.00
<b>Friday</b>					
Pacific Amphitheatre	04/03/2015 12:00 PM - 01:30 PM		Event		8,500.00
Parking Lot D	04/03/2015 12:00 PM - 01:30 PM		Event		450.00
<b>Saturday</b>					
Pacific Amphitheatre	04/04/2015 08:00 AM - 08:00 PM		Move In		4,250.00
Parking Lot D	04/04/2015 08:00 AM - 08:00 PM		Move In		225.00
<b>Sunday</b>					
Pacific Amphitheatre	04/05/2015 06:00 AM - 02:00 PM		Event		8,500.00
Parking Lot D	04/05/2015 06:00 AM - 02:00 PM		Event		450.00
<b>Monday</b>					
Pacific Amphitheatre	04/06/2015 06:00 AM - 12:00 PM		Move Out		No Charge
Parking Lot D	04/06/2015 06:00 AM - 12:00 PM		Move Out		No Charge

-Move out must be completed by 12:00 Noon on Monday - April 06, 2015 to avoid additional charges. Total: 26,850.00

### Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	TBD	TBD EA	25.00 EA	TBD
Barricade (Plastic)	Estimate 90	90.00 EA	15.00 EA	1,350.00
Cable Ramp	Estimate 10	10.00 EA	15.00 EA	150.00
Chair (Individual)	Estimate 100	100.00 EA	2.50 EA	250.00
Dumpster (Rock Harbor)	Estimate 18	18.00 EA	18.00 EA	324.00
Dumpster (Calvary Chapel)	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Forklift	Estimate 6 Hours	6.00 HR	75.00 HR	450.00
Marquee Board (7 Consecutive Days)	03/30/2015 - 04/05/2015 (Rock Harbor)	1.00 WK	450.00 WK	450.00
Marquee Board (7 Consecutive Days)	03/30/2015 - 04/05/2015 (Calvary Chapel)	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	04/03/2015 (Calvary Chapel)	1.00 EA	75.00 EA/DAY	150.00
Portable Electronic Message Board	04/05/2015 (Rock Harbor)	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
<b>Total:</b>				<b>5,534.00</b>

### Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<b>Janitorial - Backstage Restrooms</b>				
Janitorial Attendant	Estimate 2 Hours - Thursday	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 8 Hours - Friday AM	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 8 Hours - Friday PM	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours - Saturday AM	4.00 HR	19.50 HR	78.00

# EXHIBIT A

## Event Information

### Good Friday Service (Calvary Chapel)

Doors - 11:00 AM/Event - 12:00 PM - 1:30 PM

#### Event Operations

##### **Good Friday**

Grounds Attendant Lead	04/03/2015 10:00 AM - 02:00 PM	1.00 EA	30.00 HR	120.00
Grounds Attendant	04/03/2015 10:00 AM - 02:00 PM	3.00 EA	19.50 HR	234.00
Janitorial Attendant	04/03/2015 10:00 AM - 02:00 PM	8.00 EA	19.50 HR	624.00

#### Event Sales & Services

Event Coordinator	04/03/2015 10:00 AM - 02:00 PM	1.00 EA	40.00 HR	160.00
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#### Parking

Parking Attendant Lead	04/03/2015 Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	04/03/2015 Estimate 8 Hours	8.00 HR	19.50 HR	156.00

#### Safety & Security

Security Attendant Lead	04/03/2015 10:00 AM - 02:00 PM	1.00 EA	30.00 HR	120.00
Security Attendant	04/03/2015 10:00 AM - 02:00 PM	10.00 EA	19.50 HR	780.00

### Easter Sunday (Calvary Chapel)

Doors - 5:00 AM/Service: 6:00 AM - 7:30 AM

#### Event Operations

##### **Event Day**

Grounds Attendant Lead	04/05/2015 04:00 AM - 07:30 AM	1.00 EA	30.00 HR	105.00
Grounds Attendant	04/05/2015 04:00 AM - 07:30 AM	4.00 EA	19.50 HR	273.00
Janitorial Attendant Lead	04/05/2015 04:00 AM - 07:30 AM	1.00 EA	30.00 HR	105.00
Janitorial Attendant	04/05/2015 04:00 AM - 07:30 AM	10.00 EA	19.50 HR	682.50

#### Event Sales & Services

Event Coordinator	04/05/2015 04:00 AM - 07:30 AM	1.00 EA	40.00 HR	140.00
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#### Parking

Parking Attendant Lead	04/05/2015 04:00 AM - 07:30 AM	2.00 EA	30.00 HR	210.00
Parking Attendant	04/05/2015 04:00 AM - 07:30 AM	8.00 EA	19.50 HR	546.00

#### Safety & Security

Security Attendant Lead	04/05/2015 04:00 AM - 07:30 AM	1.00 EA	30.00 HR	105.00
Security Attendant	04/05/2015 04:00 AM - 07:30 AM	10.00 EA	19.50 HR	682.50

### Easter Sunday (Rock Harbor Church)

Services: 9:00 AM & 11:15 AM

#### Event Operations

##### **Set Up**

Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 20 Hours	20.00 HR	19.50 HR	390.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00

##### **Event Day**

Grounds Attendant Lead	04/05/2015 07:30 AM - 01:00 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	04/05/2015 07:30 AM - 01:00 PM	4.00 EA	19.50 HR	429.00
Janitorial Attendant Lead	04/05/2015 07:30 AM - 01:00 PM	1.00 EA	30.00 HR	165.00
Janitorial Attendant	04/05/2015 07:30 AM - 01:00 PM	10.00 EA	19.50 HR	1,072.50

##### **Clean Up**

Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00
Grounds Attendant	Estimate 15 Hours	15.00 HR	19.50 HR	292.50
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00

#### Event Sales & Services

Event Coordinator	04/05/2015 07:30 AM - 01:00 PM	1.00 EA	40.00 HR	220.00
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#### Parking

Parking Attendant Lead	04/05/2015 07:30 AM - 01:00 PM	2.00 EA	30.00 HR	330.00
Parking Attendant	04/05/2015 07:30 AM - 01:00 PM	8.00 EA	19.50 HR	858.00

# EXHIBIT A

## Event Information

### Safety & Security

Security Attendant - Overnight	04/03/2015 10:00 PM - 04/04/2015 06:00 AM	1.00 EA	19.50 HR	156.00
Security Attendant - Overnight	04/04/2015 10:00 PM - 04/05/2015 06:00 AM	1.00 EA	19.50 HR	156.00
Security Attendant Lead	04/05/2015 07:30 AM - 01:00 PM	1.00 EA	30.00 HR	165.00
Security Attendant	04/05/2015 07:30 AM - 01:00 PM	10.00 EA	19.50 HR	1,072.50

### Outside Services

Costa Mesa Police Department Services	Estimate Only	1.00 EA	900.00 EVT	900.00
Emergency Medical Services	TBD	TBD EA	20.00 HR	TBD
Local 504 Union Costs & Curtains	Estimate Only (Based on 2013 Rates)	1.00 EA	29,800.00 EVT	29,800.00
Rigging Setup & Teardown	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Sound Engineer - Set Up	04/02/2015	1.00 EA	750.00 EVT	750.00
Sound Engineer - Event Day	04/03/2015 (Calvary Chapel)	1.00 EA	750.00 EVT	750.00
Sound Engineer - Event Day	04/05/2015 (Calvary Chapel/Rock Harbor)	1.00 EA	750.00 EVT	750.00
Trash Collection & Sweeping Services	Estimate Only - Setup (Based on 2013 rate of \$3,987.00)	1.00 EA	2,000.00 EVT	2,000.00
Trash Collection & Sweeping Services	Estimate Only - Tear Down	1.00 EA	2,000.00 EVT	2,000.00
			<b>Total:</b>	<b>49,953.50</b>

### Summary

Facility Rental Total	\$26,850.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$55,487.50
Refundable Deposit	\$2,000.00
<b>Grand Total:</b>	<b>\$84,337.50</b>

### Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	12/15/2014	\$5,000.00
Second Payment	01/02/2015	\$26,446.00
Third Payment	02/02/2015	\$26,446.00
Fourth Payment	03/02/2015	\$26,445.50
<b>Total:</b>		<b>\$84,337.50</b>
<b>Payment Total:</b>		<b>\$84,337.50</b>

Please Remit Payment in \*Check Only\*

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

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

### OVATIONS

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

REVIEWED \_\_\_\_\_

DATE December 9, 2014

APPROVED \_\_\_\_\_

FAIRTIME

INTERIM XX

## RENTAL AGREEMENT

THIS AGREEMENT by and between the **32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Barrett-Jackson Auction Co. LLC** hereinafter, called the Renter

### WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **January 1 - March 31, 2015**
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:

#### **Barrett-Jackson Trailer Space Rental (Inside Gate 8)**

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

**\$1,350.00 Paid Quarterly (Based on \$450.00 per Month Space Rental)**

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

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

**Barrett-Jackson Auction Co. LLC**  
**7400 East Monte Cristo Avenue**  
**Scottsdale, AZ 85260**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Title: Craig H. Jackson, Chief Executive Officer**

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



**AGREEMENT: R-046-15**  
**DATED: November 24, 2014**  
**WITH: Barrett-Jackson Auction Co. LLC**  
**PHONE: (714) 593-8141**

**EXHIBIT "A"**

**DATE(S) OF EVENT:** January 1, 2015 through March 31, 2015

**LOCATION(S):**

Parking space in Lot G (Inside Gate 8)

**RENTER AGREES:**

- That parking space is for one custom-built trailer.
- That no hazardous materials of any kind will be stored in or around the trailer.
- There will be nothing stored outside of the trailer at any time, nor anything stored in parking space when trailer is not occupying the space.
- There is no in-and-out privilege 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 the District/OCFEC is in no way responsible for the Renter's trailer or its contents.
- That the Lot G area is shared with other renters. Renter does not have exclusive use of area.
- 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.
- 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 the above stated facility location is no longer available to Renter, District/OCFEC reserves the right to relocate parking space. If no suitable space is available, thirty (30) days notice will be provided and any pre-paid rent monies will be refunded.

**PAYMENT SCHEDULE:**

**January - March, 2015**

\$450.00 per month, paid quarterly (\$1,350.00), due on or before the 5<sup>th</sup> of January, 2015.

**LATE PAYMENTS:** Payments received after the 10<sup>th</sup> of January, 2015 will be subject to a \$25.00 late fee.

**OC FAIR & EVENT CENTER**  
**ACTIVE JOINT POWERS AUTHORITY AGREEMENTS**  
**November 12, 2014 through December 3, 2014**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
<b>Continuing</b>					
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03212033	09/28/12	Asphalt Repair & Speed Bump Install	Century Paving	\$41,441.57
California Fair Financing Authority	C0732X.454	02/01/12	Main Mall Renovation	Sanders Construction	\$3,402,000.00
California Fair Financing Authority	C0032X.424	04/02/12	Master Plan	LSA Associates, Inc.	\$20,000.00
California Fair Financing Authority	03212034	11/07/12	Gate 7 Improvements	A.T. Construction	\$84,240.00
California Fair Financing Authority	03212035	11/08/12	Capital Improvements Contract Coordination and Support	CFFA	\$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/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03213031, Bid	05/17/13	Pac Amp Phase II - Solicitation of Bids	CFFA	\$88,536.00
California Fair Financing Authority	03213035	09/01/13	Memorial Gardens Building Relocation	CFFA	\$92,682.85
California Fair Financing Authority	03213034	10/11/13	West End Facility Electrical Upgrade	CFFA	\$549,284.00
California Fair Financing Authority	03213043	12/11/13	Parking Lot F - Seal & Stripe	Imperial Paving	\$14,315.97
California Fair Financing Authority	03214010	02/21/14	Pac Amp Sound/Video Support Structure - Solicitation to Bid	CFFA	\$12,760
California Fair Financing Authority	03214009	03/06/14	Pac Amp Super Structure Painting - Solicitation to Bid	CFFA	\$7,100.00
California Fair Financing Authority	03214023	04/03/14	Pac Amp Stage Super Structure Painting	CFFA	\$147,649.60
California Fair Financing Authority	03214025	04/03/14	Pac Amp Sound/Video Support Structure	CFFA	\$212,659.48
<b>New</b>					
<b>Revision/Amendment</b>					

# **New Joint Powers Authority Agreements**

**November 2014**

**None**

# **Joint Powers Authority**

**Invoices Paid in November 2014**



CALIFORNIA  
FAIR'S FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75724  
Date Paid: 11/06/2014

## Payment Authorization

Date: 10/22/2014

Amount: \$400.00

Vendor Name: Byer Geotechnical. Inc.

Invoice No.: 41700

Invoice Date: 09/19/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

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

Byer E.  
Project Manager

Byer E.  
Construction Manager

John Fisher  
Accounting Administrator

[Signature]  
Managing Officer or Designee

September 19, 2014

**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 # 41700  
BG 21695  
Job Address: 88 Fair Drive, Costa  
Mesa

**WORK PERFORMED:**

<u>Date</u>	<u>Init.</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
9/16/2014	RM	Observation and Testing of Subgrade Moisture, Engineering Technician	4.00	100.00/hr	\$400.00
Total from current billing period				4.00	\$400.00

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.

OK To PM  
BE 10-20-14



BYER GEOTECHNICAL, INC.

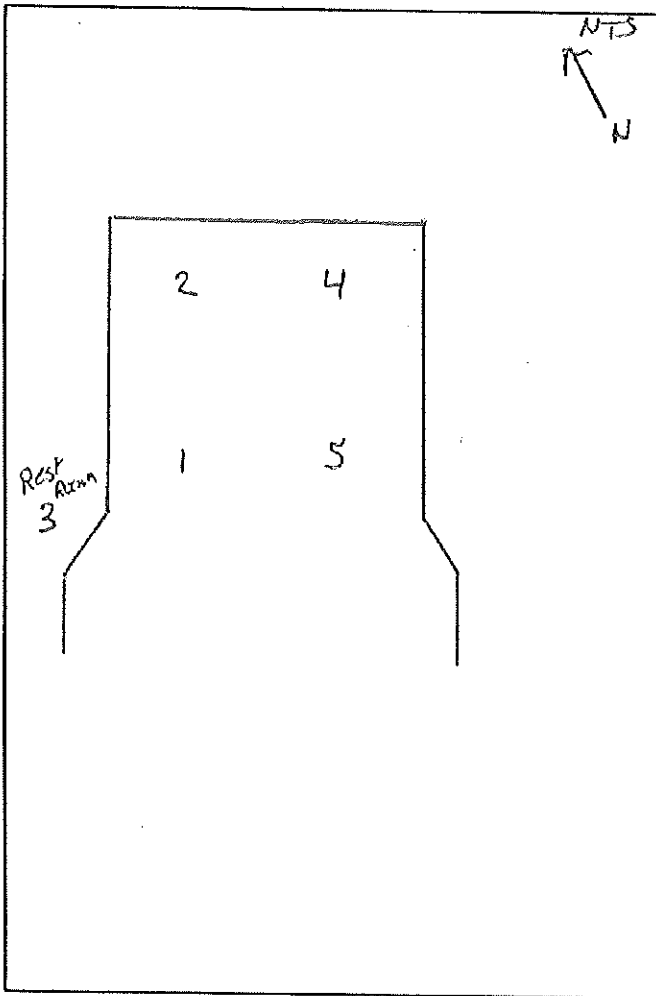
# NOTICE OF FIELD OBSERVATION

CLIENT: O.C. Fair and Event Center DATE: 9-16-14 ARRIVAL TIME: 7:00 A  
 BG- 21695 LOCATION: 100 Fair Dr, Costa Mesa, CA  
 REQUESTED BY: David Freese MET WITH: David/Chris  
 SPECIAL CONDITIONS: Clear 88

(WEATHER JOB SHUTDOWN, ADVICE IGNORED, SAFETY)

THE BYER GEOTECHNICAL REPRESENTATIVE OBSERVED THE: Subgrade of amphitheater  
Pac AM

APPROVED PER THE PLANS       CALL AGENCY INSPECTOR       DISAPPROVED       SEE BELOW



Arrived on site and tested  
Subgrade for Pac AM.

Moisture tests:

<u>Area</u>	<u>Average Moisture</u>
<u>1</u>	<u>16.5%</u>
<u>2</u>	<u>23.4%</u>
<u>3</u>	<u>27.3%</u>
<u>4</u>	<u>21.6%</u>
<u>5</u>	<u>16.1%</u>

Recommend that current moisture  
be retained.

ADDITIONAL SITE VISIT(S):       REQUIRED FOR: \_\_\_\_\_  NOT REQUIRED  
 FOR BYER GEOTECHNICAL, INC: R. Myers (2 HOUR MINIMUM CHARGE) HOURS: 4  
 NOTICE LEFT WITH: Chris INITIALS: KE

## Debra Calavano

---

**From:** David Freese  
**Sent:** Monday, October 20, 2014 8:29 AM  
**To:** Debra Calavano  
**Subject:** RE: Scanned image from MX-4111N

Debra,  
Ok to pay. OC Fair PacAmp.

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

**From:** [administrator@cfsa.org](mailto:administrator@cfsa.org) [mailto:[administrator@cfsa.org](mailto:administrator@cfsa.org)] On Behalf Of administrator@  
**Sent:** Monday, October 20, 2014 6:22 AM  
**To:** Debra Calavano; David Freese  
**Subject:** Scanned image from MX-4111N

Reply to: [administrator@cfsa.org](mailto:administrator@cfsa.org) <[administrator@cfsa.org](mailto:administrator@cfsa.org)> Device Name: Not Set Device Model: MX-4111N  
Location: Not Set

File Format: PDF (Medium)  
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.  
Adobe(R)Reader(R) can be downloaded from the following URL:

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<http://www.adobe.com/>





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75732  
Date Paid: 11/06/2014

## Payment Authorization

Date: 10/29/2014 Amount: \$6,278.00

Vendor Name: Everlast Builders, Inc.

Invoice No.: 3

Invoice Date: 07/22/2014

Project No.: 03214023

Project Name: Pac Amp Stage Superstructure Painting

Fair Name: OC Fair & Event Center

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

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

TO OWNER:  
CALIFORNIA FAIRS FINANCE AUTHORITY (CFFA)

PROJECT:  
STAGE SUPERSTRUCTURE PAINTING

APPLICATION NO: 3 Ret.

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

PERIOD TO: 07/22/14

FROM CONTRACTOR: VIA ARCHITECT:  
Everlast Builders, Inc.  
16654 Soledad Cyn Rd Suite 302, Cyn Country CA 91387  
CONTRACT FOR:  
Orange County Fairgrounds, CFFA

PROJECT NOS: 03214009

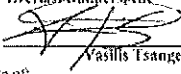
CONTRACT DATE: 05/27/14

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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

1. ORIGINAL CONTRACT SUM	\$	125,560.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	125,560.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	125,560.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	125,560.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	119,282.00
8. CURRENT PAYMENT DUE	\$	6,278.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR:  
Everlast Builders, Inc.  
By:  Date: 07/22/14  
Vasilis Tsangerides, President  
State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of ~~July~~ **JULY** ATTACHED\*  
Notary Public:  
My Commission expires: SEE CA JURAT BELOW

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ 6,278.00

(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.)

ARCHITECT:  Date: 7-23-14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**  
**GOVERNMENT CODE § 8202**

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

5  
4  
3  
2  
1  
6

\_\_\_\_\_  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

State of California

Subscribed and sworn to (or affirmed) before me

County of Los Angeles

on this 22<sup>nd</sup> day of JULY, 2014,  
by \_\_\_\_\_ Date Month Year

(1) VASILIS TSANGARIDES

(2) \_\_\_\_\_

\_\_\_\_\_  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.



Place Notary Seal Above

Signature \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document  
or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: APPLICATION AND CERTIFICATION FOR PAYMENT

Document Date: 7/22/14 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**CONTINUATION SHEET**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3 Ret.  
 APPLICATION DATE: 07/22/14  
 PERIOD TO: 07/22/14  
 ARCHITECT'S PROJECT NO: 03214009

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % TO DATE (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + C)	THIS PERIOD					
1	GEN CONDITIONS / MOBILIZATION	\$14,000.00	\$14,000.00	\$0.00		\$14,000.00	100.00%	\$0.00	\$700.00
				\$0.00		\$0.00		\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00
	ITEMS			\$0.00		\$0.00		\$0.00	\$0.00
4	GENERAL REQUIREMENTS, Div 01	\$19,500.00	\$19,500.00	\$0.00		\$19,500.00	100.00%	\$0.00	\$975.00
5	DIVISION 09 FINISHES	\$92,060.00	\$92,060.00	\$0.00		\$92,060.00	100.00%	\$0.00	\$4,603.00
6				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
7				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
8				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
9				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
10				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
11				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
12				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
13				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
14				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
15				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
16				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
17				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
18				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
19				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
20				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
21				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
22				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
23				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
24				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
25				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
26				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
27				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
28				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
29				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
30				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
31				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
32				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
33				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
34				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
35				\$0.00		\$0.00	0.00%	\$0.00	\$0.00
	<b>GRAND TOTALS</b>	\$125,560.00	\$125,560.00	\$0.00	\$0.00	\$125,560.00	100%	\$0.00	\$6,278.00

# CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3 Ref.  
 APPLICATION DATE: 07/22/14  
 PERIOD TO: 07/22/14  
 ARCHITECT'S PROJECT NO: 03214009

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (SOI IN DOR E)	G TOTAL COMPLETED AND STORED TO DATE (D+I+J)	H % TO DATE (G - C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75733  
Date Paid: 11/06/2014

## Payment Authorization

Date: 10/22/2014

Amount: \$2751.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 110038

Invoice Date: 09/30/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

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

*Accounting*  
Accounting Administrator

*Managing Officer*  
Managing Officer or Designee



**Heider Engineering Services, Inc.**  
 800 South Rochester Ave, Suite A  
 Ontario, CA 91761  
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
9/30/2014	110038
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

				Contract Amount	Remaining Amount	
P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME	
	Net 30	10/30/2014	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	Pacific Amphitheater Berm Renovation - Phase III 88 Fair Drive Costa Mesa, CA 92626					
9/11/2014	Structural Steel Inspector, per hour			8	82.00	656.00
9/15/2014	Structural Steel Inspector, per hour			8	82.00	656.00
9/16/2014	Structural Steel Inspector, per hour			5	82.00	410.00
9/17/2014	Structural Steel Inspector, per hour			5.5	82.00	451.00
9/22/2014	Structural Steel Inspector, per hour			4	82.00	328.00
9/22/2014	Registered Civil Engineer, per hour			1	150.00	150.00
9/30/2014	Certified Payroll Requirement			1	100.00	100.00
Please remit to above address.				<b>Total</b>		<b>\$2,751.00</b>

nikkl@helderenginoering.com

www.helderengineering.com

**Debra Calavano**

---

**From:** David Freese  
**Sent:** Wednesday, October 22, 2014 9:00 AM  
**To:** Debra Calavano  
**Cc:** Cindy Fisher  
**Subject:** RE: Heider Engineering

Debra,  
It is approved. This was a welding inspector.

**From:** Debra Calavano  
**Sent:** Wednesday, October 22, 2014 8:23 AM  
**To:** David Freese  
**Cc:** Cindy Fisher  
**Subject:** Heider Engineering

Please approve

**Debra Calavano**  
**CFFA- Administrative Assistant**  
**California Fairs Services Authority**  
**[dcalavano@cfsa.org](mailto:dcalavano@cfsa.org)**  
**Ph: 916-263-6101**  
**Fx: 916-263-6116**





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75787  
Date Paid: 11/20/2014

## Payment Authorization

Date: 11/12/2014

Amount: \$427,153.73

Vendor Name: AWI Builders, Inc.

Invoice No.: 11

Invoice Date: 10/25/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]  
Project Manager

[Signature]  
Construction Manager

[Signature]  
Accounting Administrator

[Signature]  
Managing Officer or Designee

## OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II

### APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b>	<b>PROJECT:</b>	<b>APPLICATION No.</b>	11	<b>Distribution To:</b>
California Fairs Financing Authority	OC FAIR - AMPHITHEATRE & FESTIVAL GROUNDS PHASE II	<b>PERIOD TO:</b>	10/25/2014	OWNER
88 Fair Drive, Costa Mesa CA 92626	100 Fair Drive, Costa Mesa Ca 92626	<b>CONTRACT FOR:</b>		ARCHITECT
AWI BUILDERS, INC.	VIA ARCHITECT:	<b>CONTRACT DATE:</b>		CONTRACTOR
7831 Paramount Blvd. Pico Rivera CA 90660		<b>PROJECT NOS:</b>	032-13031	FIELD
		<b>JOB NO:</b>		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.....	\$277,060.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$10,625,360.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$8,160,715.00
5. RETAINAGE.....	
a. 5% of Completed Work (Column D + E on G703)	408,035.75
b. % of Stored Material (Column F on G703)	0
Total Retainage (Lines 5a + 5b or Total in Column I on G703).....	\$408,035.75
6. TOTAL EARNED LESS RETAINAGE.....	\$7,752,679.25
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$7,325,525.53
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$427,153.73
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8)	\$2,872,620.75

The undersigned Contractor certifies that to the best of his 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: *[Signature]* Date: 11/6/2014

By: AWI Builders, Inc.

State of: California  
County of: Los Angeles  
Subscribed and sworn to before me this 6 Day of November 2014  
Notary Public: *[Signature]*

DANIELLE MARIE BOGDANOVICH  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
COMMISSION # 1920732  
MY COMM. EXPIRES JANUARY 2015

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 292,448.00	\$ (15,448.00)
Total approved this month	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 292,448.00</b>	<b>\$ (15,448.00)</b>
<b>NET CHANGES by Change Order</b>	<b>\$277,000.00</b>	

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the file 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..... \$ 427,153.73

*(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.)*

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

INSPECTOR: *[Signature]* Date: 11.7.14

**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: 10/25/2014

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: \$ 427,153.73  
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: 11/6/2014

**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: 9/25/2014

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:

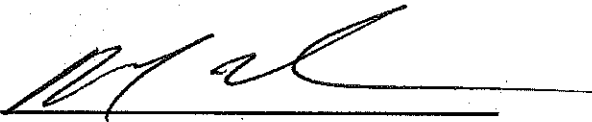
Amount of Check: \$ 346,892.50

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: VICE PRESIDENT

Date of Signature: 11/6/2014



OC FAIR PACIFIC AMPHITHEATRE PHASE II  
Schedule of Values

Project No. 3213031  
Period To: 10/25/14 PA # 11

	B	C	D E		F	G		H	I
			WORK COMPLETED						
	DESCRIPTION	Contract	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
<b>DIVISION 01 - MOBILIZATION</b>		<b>\$ 794,000.00</b>							
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	\$ 207,200.00	12,950.00		220,150.00	85.00%	38,850.00	11,007.50
01000-2	Temp Fencing	\$ 45,000.00	\$ 36,000.00	2,250.00		38,250.00	85.00%	6,750.00	1,912.50
01000-3	Temp toilet	\$ 15,000.00	\$ 12,000.00	750.00		12,750.00	85.00%	2,250.00	637.50
01000-4	AWI Office trailer	\$ 15,000.00	\$ 12,000.00	750.00		12,750.00	85.00%	2,250.00	637.50
01000-5	Storage bin	\$ 10,000.00	\$ 8,200.00	390.00		8,590.00	85.00%	1,500.00	425.00
01000-6	Install temp power	\$ 25,000.00	\$ 20,500.00	750.00		21,250.00	85.00%	3,750.00	1,062.50
01000-7	Trash Bin	\$ 40,000.00	\$ 32,800.00	1,200.00		34,000.00	85.00%	6,000.00	1,700.00
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	\$ 42,500.00	2,500.00		45,000.00	90%	5,000.00	2,250.00
01000-11	Field Supply	\$ 20,000.00	\$ 17,000.00	1,000.00		18,000.00	90%	2,000.00	900.00
01000-12	Office Supply's	\$ 15,000.00	\$ 12,750.00	750.00		13,500.00	90%	1,500.00	675.00
01000-13	small tools and Supply	\$ 15,000.00	\$ 12,750.00	750.00		13,500.00	90%	1,500.00	675.00
01000-14	Janitorial services	\$ 15,000.00	\$ 12,750.00	750.00		13,500.00	90%	1,500.00	675.00
01000-15	Trash Bin	\$ 20,000.00	\$ 17,000.00	1,000.00		18,000.00	90%	2,000.00	900.00
01000-16	Survey	\$ 50,000.00	\$ 47,500.00	-		47,500.00	95%	2,500.00	2,375.00
01000-17	SWPPP	\$ 10,000.00	\$ 10,000.00	-		10,000.00	100.00%	-	500.00
<b>DIVISION 02 -</b>		<b>\$ 175,000.00</b>							
02070	Building selective Demolition	\$ 150,000.00	\$ 150,000.00	-	-	150,000.00	100.00%	-	7,500.00
02031	Asbestos Check and Contain	\$ 25,000.00	\$ 25,000.00	-	-	25,000.00	100.00%	-	1,250.00
<b>DIVISION 03 - CONCRETE</b>		<b>\$ 1,570,000.00</b>							
031000	Form Work	\$ 100,000.00	\$ 100,000.00	-	-	100,000.00	100.00%	-	5,000.00
032000	Concrete reinforcement	\$ 180,000.00	\$ 180,000.00	-	-	180,000.00	100.00%	-	9,000.00
032001 A	Pile	\$ 150,000.00	\$ 150,000.00	-	-	150,000.00	100.00%	-	7,500.00
033000	Cast in place concrete	\$ 470,000.00	\$ 399,500.00	-	-	399,500.00	85.00%	70,500.00	19,975.00
033001 A	Specialty Finish plaza concrete	\$ 350,000.00	\$ -	-	-	-	-	350,000.00	-
033500 B	Architectural Concrete	\$ 200,000.00	\$ 180,000.00	20,000.00	-	180,000.00	90.00%	20,000.00	9,000.00
033713 A	Shotcrete	\$ 120,000.00	\$ 120,000.00	-	-	120,000.00	100.00%	-	6,000.00
<b>DIVISION 04 - MASONRY</b>		<b>\$ 565,000.00</b>							
042000	Unit Masonry	\$ 300,000.00	\$ 285,000.00	-	-	285,000.00	95.00%	15,000.00	14,250.00
042011	Masonry Reber	\$ 58,000.00	\$ 58,000.00	-	-	58,000.00	100.00%	-	2,800.00
042011 I	Retaining wall	\$ 150,000.00	\$ 150,000.00	-	-	150,000.00	100.00%	-	7,500.00
<b>DIVISION 05 - STEEL</b>		<b>\$ 1,093,000.00</b>							
05120	Structural Steel material	\$ 340,000.00	\$ 340,000.00	-	-	340,000.00	100.00%	-	17,000.00
05120 A	Fabrication	\$ 80,000.00	\$ 80,000.00	-	-	80,000.00	100.00%	-	4,000.00
05120 B	Installation	\$ 180,000.00	\$ 180,000.00	-	-	180,000.00	100.00%	-	9,000.00
05123	Architectural Exposed Steel	\$ 50,000.00	\$ 42,500.00	-	-	42,500.00	85.00%	7,500.00	2,125.00

053000	A	Metal Deck fabrication and material	\$ 30,000.00		\$ 30,000.00	-	-	30,000.00	100.00%	-	1,500.00
053000	B	Metal Deck Installation	\$ 12,000.00		\$ 12,000.00	-	-	12,000.00	100.00%	-	500.00
054000		Cold Formed Stud Metal Framing	\$ 366,000.00		\$ 329,400.00	-	-	329,400.00	90.00%	36,600.00	16,470.00
057100		Ornamental Formed Metal	\$ 25,000.00		\$ 12,500.00	-	-	12,500.00	50.00%	12,500.00	625.00
057132		Column covers	\$ 10,000.00		\$ 10,000.00	-	-	10,000.00	100.00%	-	500.00
06000		<b>DIVISION 06 - WOOD AND PLASTIC</b>		\$ 74,300.00							
061600		Finish Carpentry	\$ 34,000.00		\$ 3,400.00	-	-	3,400.00	10.00%	30,600.00	170.00
064023		Custom Cabinets	\$ 13,300.00		\$ 1,330.00	-	-	1,330.00	10.00%	11,970.00	66.50
068200		Fiber Reinforced Plastic Panels	\$ 27,000.00		\$ 2,700.00	-	-	2,700.00	10.00%	24,300.00	135.00
07000		<b>DIVISION 07 - THERMAL/MOISTURE PROTECTION</b>		\$ 307,500.00							
071416		Cold-Fluid Applied Waterproofing	\$ 37,000.00		\$ 37,000.00	-	-	37,000.00	100.00%	-	1,650.00
071910		Concrete Floor Sealer	\$ 5,000.00		\$ 2,500.00	-	-	2,500.00	50.00%	2,500.00	125.00
072100		Building Insulation	\$ 41,000.00		\$ 20,500.00	-	-	20,500.00	50.00%	20,500.00	1,025.00
074213		Metal Wall Panels	\$ 50,000.00		\$ 5,000.00	-	-	5,000.00	10.00%	45,000.00	250.00
074213	1	Installation	\$ 40,000.00		\$ 4,000.00	-	-	4,000.00	10.00%	36,000.00	200.00
075423		Thermoplastic Polyolefin TPO Roofing material	\$ 60,000.00		\$ 36,000.00	12,000.00	-	48,000.00	80.00%	12,000.00	2,400.00
075423	1	Installation	\$ 47,000.00		\$ 28,200.00	9,400.00	-	37,600.00	80.00%	9,400.00	1,880.00
076200		Sheet Metal	\$ 20,000.00		\$ 7,000.00	-	-	7,000.00	35.00%	13,000.00	350.00
077200		Roof Accessories	\$ 7,500.00		\$ 6,000.00	-	-	6,000.00	80.00%	1,500.00	300.00
08000		<b>DIVISION 08 - DOORS</b>		\$ 574,500.00							
081113		Steel Doors and Frames	\$ 24,000.00		\$ 9,600.00	2,400.00	-	12,000.00	50.00%	12,000.00	600.00
081113	1	Access Doors and Frames	\$ 4,000.00		\$ 400.00	-	-	400.00	10.00%	3,600.00	20.00
083323		Overhead Coiling Doors	\$ 13,000.00		\$ 1,300.00	9,100.00	-	10,400.00	80.00%	2,600.00	520.00
084113		Aluminum Framed Entrances and Storefronts	\$ 320,000.00		\$ 288,000.00	16,000.00	-	304,000.00	95.00%	16,000.00	15,200.00
084233		Revolving Door Entrances	\$ 50,000.00		\$ 35,000.00	-	-	35,000.00	70.00%	15,000.00	1,750.00
084413		Glazing Curtain Wall	\$ 61,000.00		\$ 54,950.00	3,050.00	-	57,950.00	95.00%	3,050.00	2,897.50
085113		Aluminum Windows	\$ 35,000.00		\$ 3,500.00	8,750.00	-	12,250.00	35.00%	22,750.00	612.50
085619		Aluminum pass True Windows	\$ 10,000.00		\$ 1,000.00	-	-	1,000.00	10.00%	9,000.00	50.00
086300		Metal Framed Skylights	\$ 50,000.00		\$ 30,000.00	-	-	30,000.00	60.00%	20,000.00	1,500.00
087100		Door Hardware	\$ 7,500.00		\$ -	-	-	-	0.00%	7,500.00	-
09000		<b>DIVISION 09 - FINISHES</b>		\$ 447,900.00							
092116		Gypsum Board Shaft wall Assemblies	\$ 143,500.00		\$ 64,575.00	-	-	64,575.00	45.00%	78,925.00	3,228.75
092400		Portland Cement Plaster	\$ 95,000.00		\$ 42,750.00	-	-	42,750.00	45.00%	52,250.00	2,137.50
092800		Gypsum Board Dens Glass	\$ 2,400.00		\$ 1,440.00	-	-	1,440.00	60.00%	960.00	72.00
093000		Ceramic Tile	\$ 12,000.00		\$ 1,200.00	-	-	1,200.00	10.00%	10,800.00	60.00
095113		Acoustical Ceiling	\$ 40,000.00		\$ 4,000.00	-	-	4,000.00	10.00%	36,000.00	200.00
098319		Acoustical Wall Panels	\$ 70,000.00		\$ 63,000.00	-	-	63,000.00	90.00%	7,000.00	3,150.00
09900		Painting	\$ 85,000.00		\$ 29,750.00	-	-	29,750.00	35.00%	55,250.00	1,487.50
10000		<b>DIVISION 10 - SPECIALTIES</b>		\$ 54,000.00							
101400		Signage	\$ 25,000.00		\$ 2,500.00	-	-	2,500.00	10.00%	22,500.00	125.00
102113		Toilet Components	\$ 2,000.00		\$ 200.00	-	-	200.00	10.00%	1,800.00	10.00
102800		Toilet And Bath Accessories	\$ 12,000.00		\$ 1,200.00	-	-	1,200.00	10.00%	10,800.00	60.00
107313		Awnings	\$ 15,000.00		\$ 11,250.00	-	-	11,250.00	75.00%	3,750.00	562.50
11000		<b>DIVISION 11 - EQUIPMENT</b>		\$ 80,000.00							

110140	Fall Restraint Equipment	\$ 80,000.00	\$ 52,000.00	-	52,000.00	65.00%	28,000.00	2,600.00		
12000	DIVISION 21 - MECHANICAL	\$ 85,000.00								
21000	Fire Protection	\$ 85,000.00	\$ 59,500.00	-	59,500.00	70.00%	25,500.00	2,975.00		
22000	DIVISION 22 - PLUMBING	\$ 450,000.00								
220500	Plumbing Ruff	\$ 200,000.00	\$ 180,000.00	10,000.00	190,000.00	95.00%	10,000.00	9,500.00		
220500 A	Plumbing fixtures	\$ 130,000.00	\$ 19,500.00	-	19,500.00	15.00%	110,500.00	975.00		
220500 B	Plumbing fixtures installation	\$ 120,000.00	\$ -	-	-	0.00%	120,000.00	-		
23000	DIVISION 23 - HVAC	\$ 650,000.00								
230000	HVAC Ruff all piping	\$ 140,000.00	\$ 77,000.00	21,000.00	98,000.00	70.00%	42,000.00	4,900.00		
230000 1	HVAC Equipment	\$ 340,000.00	\$ 272,000.00	34,000.00	306,000.00	90.00%	34,000.00	15,300.00		
230000 2	HVAC Installation	\$ 130,000.00	\$ 78,000.00	39,000.00	117,000.00	90.00%	13,000.00	5,850.00		
230000 3	HVAC com.	\$ 40,000.00	\$ 8,000.00	4,000.00	12,000.00	30.00%	28,000.00	600.00		
26000	DIVISION 26 - ELECTRICAL	\$ 1,129,750.00								
260000	Electrical ruff	350,000.00	\$ 332,500.00	17,500.00	350,000.00	100.00%	-	17,500.00		
260000 1	Electrical equipment and material	300,000.00	\$ 285,000.00	15,000.00	300,000.00	100.00%	-	15,000.00		
260000 2	Electrical switchgear installed	180,000.00	\$ 171,000.00	9,000.00	180,000.00	100.00%	-	9,000.00		
260000 3	Lighting	79,750.00	\$ 31,900.00	19,937.50	51,837.50	65.00%	27,912.50	2,591.88		
260000 4	Installation	120,000.00	\$ 24,000.00	48,000.00	72,000.00	60.00%	48,000.00	3,600.00		
260000 5	T Underground	100,000.00	\$ 95,000.00	-	95,000.00	95.00%	5,000.00	4,750.00		
28000	DIVISION 28 - ELECTRICAL	\$ 20,000.00								
28311	Digital Addressable Fire Alarm	\$ 20,000.00	\$ -	-	-	0.00%	20,000.00	-		
31000	DIVISION 31	\$ 1,270,350.00								
312000	Earthwork	\$ 258,000.00	\$ 241,200.00	-	241,200.00	90.00%	26,800.00	12,060.00		
312000 1	Shoring	\$ 722,000.00	\$ 722,000.00	-	722,000.00	100.00%	-	36,100.00		
312513	Erosion Control	\$ 30,350.00	\$ 28,832.50	-	28,832.50	95.00%	1,517.50	1,441.63		
329100	Irrigation and planting	\$ 250,000.00	\$ -	-	-	0.00%	250,000.00	-		
32000	DIVISION 32	\$ 665,000.00								
321216	Paving	\$ 30,000.00	\$ -	-	-	0.00%	30,000.00	-		
323100	Fence and Gates	\$ 150,000.00	\$ 90,000.00	-	90,000.00	60.00%	60,000.00	4,500.00		
323119	Chain link Fence and Gate	\$ 85,000.00	\$ 51,000.00	21,250.00	72,250.00	85.00%	12,750.00	3,612.50		
329100	Irrigation and grade prep. decorative	\$ 250,000.00	\$ 25,000.00	-	25,000.00	10.00%	225,000.00	1,250.00		
320190	Planting and plants	\$ 150,000.00	\$ 15,000.00	-	15,000.00	10.00%	135,000.00	750.00		
33000	DIVISION 33 - UTILITIES	\$ 402,000.00								
334100	Storm Drain	\$ 327,000.00	\$ 81,750.00	294,300.00	16,350.00	-	310,650.00	95.00%	16,350.00	15,532.50
334600	Subsurface Drainage	\$ 75,000.00	\$ 7,500.00	67,500.00	-	67,500.00	90.00%	7,500.00	3,375.00	
	<b>TOTAL INITIAL CONTRACT:</b>	\$ 10,348,300.00	\$ 7,522,277.50	\$ 361,437.50	\$ 7,883,715.00		\$ 2,464,585.00	\$ 394,185.75		
CO # 1	Saw Cut, Remove and Replace 4,500 SF Ex. Concrete	\$ 78,170.00	\$ 78,170.00	-	-	78,170.00	100.00%	-	3,909.50	
CO # 2	Electrical Boxes - Owner to buy - Credit (22)	\$ (15,448.00)	\$ (15,448.00)	-	-	(15,448.00)	100.00%	-	(772.40)	
CO # 3	Concrete, Electrical, Changes per DSA (03,04 & 07)	\$ 62,778.00	\$ 62,778.00	-	-	62,778.00	100.00%	-	3,139.90	
CO # 4	Design Changes to Camlock Boxes (25)	\$ 57,866.00	\$ 57,866.00	-	-	57,866.00	100.00%	-	2,893.30	
CO # 5	Acoustic Panel Doors	\$ 5,436.00	\$ 5,436.00	-	-	5,436.00	100.00%	-	271.80	
CO # 6	Per Owner's Email 10.20.14 Total CO = \$277,000.00	\$ 88,198.00	\$ -	88,198.00	-	88,198.00	100.00%	-	4,409.90	
	<b>TOTAL CHANGE ORDERS:</b>	\$ 277,000.00	\$ 188,802.00	\$ 88,198.00	\$ -	\$ 277,000.00		\$ -	\$ 13,850.00	
	<b>GRAND TOTAL:</b>	\$ 10,625,300.00	\$ 7,711,079.50	\$ 449,635.50	\$ -	\$ 8,160,715.00		\$ 2,464,585.00	\$ 408,035.75	



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75792  
Date Paid: 11/20/2014

## Payment Authorization

Date: 9/29/2014

Amount: \$ 6,129.72

Vendor Name: CFFA

Invoice No.: 1595

Invoice Date: 09/29/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

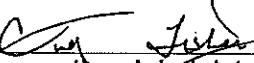
Fair Name: OC Fair & Event Center


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

Approved for Payment

  
Project Manager

  
Construction Manager

  
Accounting Administrator

  
Managing Officer or Designee





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1595  
Invoice Date: 9/29/2014  
Customer Code: 32nd  
Project: 03213031  
Pac Amp Reno Phase II

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
LOU 13-031A Direct Costs May 2014 See Attached GL detail and Invoices	6,129.72
	<b>\$6,129.72</b>

*Thank you for your business!*

Questions: [CFFAaccounting.org](http://CFFAaccounting.org)

Net Invoice: \$6,129.72  
Sales Tax: 0.00  
Invoice Total: **\$6,129.72**

## General Ledger Detail

Current Period 05 (5/1/2014 - 5/31/2014)

CFFA  
Cindy Fisher

Unit Of Measure: \$

Monday, September 29, 2014 3:53:06PM  
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
<b>664-032-03213031-A</b>		<b>Travel-projects, 032, Pac Amp Phasi</b>					15,125.98
5/21/2014	Summarized AP Invoices	Invoices	AP-Invoice		6,084.00		
5/21/2014	West America Bank	Invoice: 04/18 Hotel	Best Western / Costa Mesa- Freese				443.96
5/21/2014	West America Bank	Invoice: 04/21 Flight	Southwest Freese 5262408581684				444.00
5/21/2014	West America Bank	Invoice: 04/22 Hotel	Best Western / Costa Mesa Freese				110.99
5/21/2014	West America Bank	Invoice: 04/22 Parking	Sac Airport D. Freese				34.00
5/21/2014	West America Bank	Invoice: 04/24 Hotel	Best Western / Costa Mesa-Eubanks, 4-22 to 4-24				221.98
5/21/2014	West America Bank	Invoice: 04/28 Flight	Southwest D.freese 5262410462845				444.00
5/21/2014	West America Bank	Invoice: 05/01 hotel	Best Western, Costa Mesa D. Freese				332.97
5/21/2014	West America Bank	Invoice: 05/02 hotel	Best Western / Costa Mesa D. Freese				110.99
5/21/2014	West America Bank	Invoice: 05/02 Parking	JWA Parking- D.freese				1.00
5/21/2014	West America Bank	Invoice: Parking	Sac Airport- D. Freese 4/18 parking			no receipt	85.00
5/21/2014	West America Bank	Invoice: 05/11 Parking	Sac Airport D. Freese				119.00
5/21/2014	West America Bank	Invoice: 05/15 Fuel	Fuel Chevron / Costa Mesa				123.75
5/21/2014	West America Bank	Invoice: 05/16 Flight	Southwest - B. Eubanks 5262415740367 cha				28.00 ✓
5/21/2014	West America Bank	Invoice: 05/16 hotel	Best Western, Costa Mesa D. Eubanks				221.98
5/21/2014	West America Bank	Invoice: 05/19 Flight - 0686	Southwest D.freese 5262414292432				444.00
5/21/2014	West America Bank	Invoice: 05/19 hotel	Best Western, Costa Mesa D. Freese 5/12				332.97
5/21/2014	West America Bank	Invoice: 05/19 hotel	Best Western, Costa Mesa - Eubanks				221.98
5/21/2014	West America Bank	Invoice: 05/19 Parking	Sac Airport				76.00
5/21/2014	West America Bank	Invoice: 06/02 Flight	Southwest - D. Freese 5262415213629, 6/2/14 - 6/6/14				253.00
5/21/2014	West America Bank	Invoice: 4/2-5/14 Car Rental	U-Save Car & Truck Rental Costa Mesa- Eu				754.06
5/21/2014	West America Bank	Invoice: 4/2-5/14 Car Rental	U-Save Car & Truck Rental Costa Mesa-CRE				752.20
5/21/2014	West America Bank	Invoice: 4/2-5/14 Car Rental	U-Save Car & Truck Rental Costa Mesa				800.00
5/21/2014	West America Bank	Invoice: 4/22 Flight change	Southwest D. Freese 5262409548965 change				22.00
5/21/2014	West America Bank	Invoice: 4/24 Airport Parking	Sac Airport				51.00
5/21/2014	West America Bank	Invoice: 4/24 Fuel	Fuel- Harbor Fair Station - Costa Mesa				40.02
5/21/2014	West America Bank	Invoice: 4/24 Hotel	Best Western / Costa Mesa- Eubanks				106.55
5/21/2014	West America Bank	Invoice: 5/12 Flight	B.Eubanks 5262413305703				416.00 ✓
5/21/2014	West America Bank	Invoice: 5/12 Flight	Southwest D.freese 5262414292128				444.00
5/21/2014	West America Bank	Invoice: 5/15 parking	Sac Airport- D. Freese				68.00
5/21/2014	West America Bank	Invoice: 5/2 Parking	Sac Airport D. Freese				85.00
<b>664-032-03213031-A</b>		Net:	6,084.00		6,084.00	0.00	21,209.98
<b>668-032-03213031-A</b>		<b>Misc Expense-Project, 032, Pac Amp</b>					1,028.92
5/6/2014	Summarized AP Invoices	Invoices	AP-Invoice		45.72		
5/6/2014	David Freese	Invoice: Office Depot	03213031 Office Depot reimburse				45.72
<b>668-032-03213031-A</b>		Net:	45.72		45.72	0.00	1,074.64
<b>\$ Grand Totals</b>		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
		16,154.90	6,129.72		6,129.72	0.00	22,284.62
<b>\$ Trial Balances</b>					Total Debits	Total Credits	Balance
			Prior:		16,154.90	0.00	16,154.90
			Activity:		6,129.72	0.00	6,129.72 ✓
			Ending:		22,284.62	0.00	22,284.62

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



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

C/O 04/18/2014 11:54 AM mary  
 Loyalty Club: 6006637310286679 BASE

Room # 320-A

Registered To:  
 FREESE, DAVID  
 292 SHASTA DRIVE  
 VACAVILLE, CA 95687

Conf # 69635  
 Arrival 04/14/14  
 Departure 04/18/14

Room Type KDZ-King -  
 Guests 2 / 0

(160) 207-6114

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

Posting	Oper	AcctCo	Description	From	Reference	Amount
04/14/14	khaled	RC	ROOM CHARGE			\$99.99
04/14/14	khaled	9	ROOM TAX			\$8.00
04/14/14	khaled	91	CITY BIA			\$3.00
04/15/14	khaled	RC	ROOM CHARGE			\$99.99
04/15/14	khaled	9	ROOM TAX			\$8.00
04/15/14	khaled	91	CITY BIA			\$3.00
04/16/14	DEPAL	RC	ROOM CHARGE			\$99.99
04/16/14	DEPAL	9	ROOM TAX			\$8.00
04/16/14	DEPAL	91	CITY BIA			\$3.00
04/17/14	DEPAL	RC	ROOM CHARGE			\$99.99
04/17/14	DEPAL	9	ROOM TAX			\$8.00
04/17/14	DEPAL	91	CITY BIA			\$3.00
04/18/14	mary	VS	PAYMENT VISA/MC		0686 - 124131	\$443.96-

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

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

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Signature

**Debra Calavano**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Thursday, April 17, 2014 4:12 PM  
**To:** David Freese  
**Subject:** Flight reservation (M96FM3) | 21APR14 | SMF-SNA | Freese/David

You're all set for your trip!



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**Ready for takeoff!**

Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**AIR Itinerary**

**AIR Confirmation: M96FM3** Confirmation Date: 04/17/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262408581684	Apr 17, 2015	3926

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Apr 21	1993	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:15 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:40 AM Travel Time 1 hrs 25 mins <u>Anytime</u>
Tue Apr 22	475	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 6:15 PM Arrive in SACRAMENTO, CA (SMF) at 7:40 PM Travel Time 1 hrs 25 mins <u>Anytime</u>

**What you need to know to travel:**

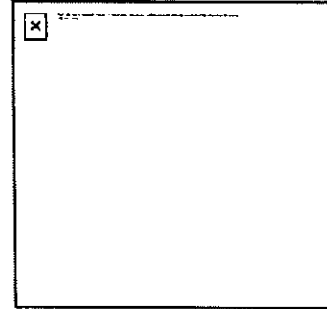
- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 444.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262408581684: NONTRANSFERABLE.  
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA196.28YL WN SMF196.28YL 392.56 END ZPSMFSNA XFSMF4.5SNA4.5  
AY5.00\$SMF2.50 SNA2.50



### Important Reminders:

#### Checkin

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied boarding compensation.

Learn About Our Boarding Process

Get EarlyBird Check-In<sup>SM</sup> Details

### Cost and Payment Summary

<input type="checkbox"/> AIR - M96FM3			
Base Fare	\$ 392.56	<b>Payment Information</b>	
Excise Taxes	\$ 29.44	Payment Type: Visa XXXXXXXXXXXXX0686	
Segment Fee	\$ 8.00	Date: Apr 17, 2014	
Passenger Facility Charge	\$ 9.00	Payment Amount: \$444.00	
September 11th Security Fee	\$ 5.00		
<b>Total Air Cost</b>	<b>\$ 444.00</b>		

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



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

C/O 04/22/2014 11:44 AM mary  
 Loyalty Club: 6006637310286679 BASE

Room # 328-A

Registered To:  
 FREESE, DAVID  
 292 SHASTA DRIVE  
 VACAVILLE, CA 95687

Conf # 70030  
 Arrival 04/21/14  
 Departure 04/22/14

Room Type KDZ-King -  
 Guests 2 / 0

(160) 207-6114

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

Posting	Oper	AcctCo	Description	From	Reference	Amount
04/21/14	khaled	RC	ROOM CHARGE			\$99.99
04/21/14	khaled	9	ROOM TAX			\$8.00
04/21/14	khaled	91	CITY BIA			\$3.00
04/22/14	mary	VS	PAYMENT VISA/MC		0686 - 811271	\$110.99-
<b>Balance Due</b>						<b>\$0.00</b>

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

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Signature

Dave

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0686  
Card Type : Visa  
Authorization Code : 812240

Cashier : 6 Seq # 28705  
License Plate : NOPLATE  
Ent : 05:19 04/21/14 Lane 39  
Exit : 16:04 04/22/14 Lane 56  
Duration: 10(s) TOH(s) 45M(s)  
Rate Code: 36 Shift: 194

~~\$~~34.00

FEE	\$	34.00
APPROX FUND	\$	34.00
CASH	\$	0.00
CREDIT CARD	\$	34.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAY AT CI \$ 34.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

2 Day(s) @ \$17.00 = \$34.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

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



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

C/O 04/24/2014 10:07 AM mary  
 Loyalty Club: 6006637391147204 Diamond

Room # 328-A

**Registered To:**

Eubanks, Bryan  
 3431 Cantelow Rd  
 VACAVILLE, CA 95688

Conf # 69637  
 Arrival 04/22/14  
 Departure 04/24/14

Room Type KDZ-King -  
 Guests 2 / 0

(000) 000-0000

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

Posting	Oper	AcctCo	Description	From	Reference	Amount
04/22/14	khaleed	RC	ROOM CHARGE			\$99.99
04/22/14	khaleed	9	ROOM TAX			\$8.00
04/22/14	khaleed	91	CITY BIA			\$3.00
04/23/14	DEPAL	RC	ROOM CHARGE			\$99.99
04/23/14	DEPAL	9	ROOM TAX			\$8.00
04/23/14	DEPAL	91	CITY BIA			\$3.00
04/24/14	mary	VS	PAYMENT VISA/MC		1737 - 022214	\$221.98-
<b>Balance Due</b>						<b>\$0.00</b>

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

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\_\_\_\_\_  
 Signature



**Debra Calavano**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Friday, April 25, 2014 3:36 PM  
**To:** David Freese  
**Subject:** Flight reservation (MBWFHH) | 28APR14 | SMF-SNA | Freese/David

You're all set for your trip!



[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Deals</a>	<a href="#">Car Deals</a>
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	-----------------------------	---------------------------

## Ready for takeoff!

Thanks for choosing Southwest<sup>®</sup> for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 04/28/14 - Orange County

### AIR Itinerary

**AIR Confirmation: MBWFHH**

Confirmation Date: 04/25/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262410462845	Apr 25, 2015	3926

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Apr 28	1993	Depart <b>SACRAMENTO, CA (SMF)</b> on Southwest Airlines at 06:15 AM Arrive in <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> at 07:40 AM Travel Time 1 hrs 25 mins <u>Anytime</u>
Fri May 2	491	Depart <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> on Southwest Airlines at 2:30 PM Arrive in <b>SACRAMENTO, CA (SMF)</b> at 3:55 PM Travel Time 1 hrs 25 mins <u>Anytime</u>

#### What you need to know to travel:

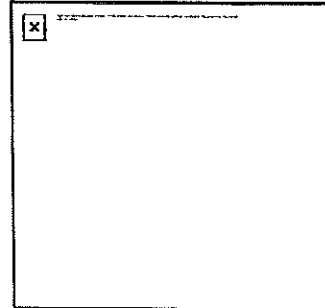
- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

Air Cost: 444.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262410462845: NONTRANSFERABLE.  
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

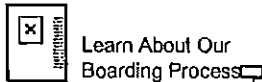
SMF WN SNA196.28YL WN SMF196.28YL 392.56 END ZPSMFSNA XFSMF4.5SNA4.5  
AY5.00\$SMF2.50 SNA2.50



### Important Reminders:

#### Checkin

Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied boarding compensation.



### Cost and Payment Summary

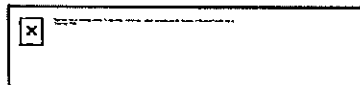
AIR - MBWFHH

Base Fare	\$ 392.56	<b>Payment Information</b>
Excise Taxes	\$ 29.44	Payment Type: Vjsa XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Apr 25, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$444.00
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 444.00</b>	



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**BEST WESTERN PLUS NEWPORT INN**  
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(949) 650-3020  
 05417@hotel.bestwestern.com

C/O 05/01/2014 01:35 PM mary  
 Loyalty Club: 6006637310286679 BASE

Room # 304-A

**Registered To:**

FREESE, DAVID  
 292 SHASTA DRIVE  
 VACAVILLE, CA 95687

Conf # 69636  
 Arrival 04/28/14  
 Departure 05/01/14

Room Type KDZ-King -  
 Guests 2 / 0

(160) 207-6114

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

Posting	Oper	AcctCo	Description	From	Reference	Amount
04/28/14	khaled	RC	ROOM CHARGE			\$99.99
04/28/14	khaled	9	ROOM TAX			\$8.00
04/28/14	khaled	91	CITY BIA			\$3.00
04/29/14	khaled	RC	ROOM CHARGE			\$99.99
04/29/14	khaled	9	ROOM TAX			\$8.00
04/29/14	khaled	91	CITY BIA			\$3.00
04/30/14	DEPAL	RC	ROOM CHARGE			\$99.99
04/30/14	DEPAL	9	ROOM TAX			\$8.00
04/30/14	DEPAL	91	CITY BIA			\$3.00
05/01/14	mary	V5	PAYMENT VISA/MC		0686 - 128214	\$332.97

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

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

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 Costa Mesa, CA 92627



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

C/O 05/02/2014 02:06 PM mary

Loyalty Club: 6006637310286679 BASE

Room # 308-A

Registered To:

FREESE, DAVID  
 292 SHASTA DRIVE  
 VACAVILLE, CA 95687

Conf # 70636  
 Arrival 05/01/14  
 Departure 05/02/14

Room Type K02-King -  
 Guests 2 / 0

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/01/14	DEPAL	RC	ROOM CHARGE			\$99.99
05/01/14	DEPAL	9	ROOM TAX			\$8.00
05/01/14	DEPAL	91	CITY BIA			\$3.00
05/02/14	mary	VS	PAYMENT VISA/MC		0686 - 411043	\$110.99-
<b>Balance Due</b>						<b>\$0.00</b>

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

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SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX0686  
Card Type : Visa  
Authorization Code : 011122

Cashier : 14 Seq # 34474  
License Plate : NOPLATE  
Ent : 05:07 05/05/14 Lane 37  
Exit: 17:21 05/11/14 Lane 56  
Duration: 60(s) 12H(s) 14M(s)  
Rate Code: 30 Shift: 005

FEE	>	119.00
AMOUNT TEND	\$	119.00
CASH	\$	0.00
CREDIT CARD	\$	119.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 119.00  
Taxes Included

\*\*\* Start Calculation Details \*\*\*

7 Day(s) @ \$17.00 = \$119.00

\*\*\* End Calculation Details \*\*\*

\*\*\* Thank You \*\*\*

Sign : \_\_\_\_\_

G&N CHEVRON #21  
2995 BRISTOL  
COSTA MESA, CA  
STN 00205967

05/14/14 09:05:27

E/USA  
XXXXXXXXXXXX1737

Invoice#: 6756176  
Auth#: 114150

Pump#: 7  
29.332G @ \$ 4.219/G  
3REG/Self \$123.75  
Total \$123.75

Learn how to  
EARN REWARDS  
with a Chevron  
or Texaco  
Credit Card  
See application  
for details

THANK YOU  
PLEASE COME AGAIN

**BEST WESTERN PLUS NEWPORT INN**

2642 Newport Blvd.  
Costa Mesa, CA 92627



**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 05/16/2014 09:48 AM mary

Loyalty Club: 6006637391147204

Diamond

Room # 306-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
YACAVILLE, CA 95688

Conf # 71303  
Arrival 05/12/14  
Departure 05/16/14

Room Type KDZ-King =  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/12/14	khaled	RC	ROOM CHARGE			\$99.99
05/12/14	khaled	9	ROOM TAX			\$8.00
05/12/14	khaled	91	CITY BIA			\$3.00
05/13/14	khaled	RC	ROOM CHARGE			\$99.99
05/13/14	khaled	9	ROOM TAX			\$8.00
05/13/14	khaled	91	CITY BIA			\$3.00
05/14/14	mary	VS	PAYMENT VISA/MC		0686 - 912183	✓ <del>\$221.98</del>
05/14/14	DEPAL	RC	ROOM CHARGE			\$99.99
05/14/14	DEPAL	9	ROOM TAX			\$8.00
05/14/14	DEPAL	91	CITY BIA			\$3.00
05/15/14	DEPAL	RC	ROOM CHARGE			\$99.99
05/15/14	DEPAL	9	ROOM TAX			\$8.00
05/15/14	DEPAL	91	CITY BIA			\$3.00
05/16/14	mary	VS	PAYMENT VISA/MC		0686 - 914162	<del>\$221.98</del>

<b>Balance Due</b>	<b>\$0.00</b>
--------------------	---------------

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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Signature \_\_\_\_\_

**Debra Calavano**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Sunday, May 11, 2014 1:35 PM  
**To:** David Freese  
**Subject:** Flight reservation (MW5MLX) | 19MAY14 | SMF-SNA | Freese/David

You're all set for your trip!



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<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
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**Ready for takeoff!**

Thanks for choosing Southwest<sup>®</sup> for your trip! You'll find everything you need to know about your reservation below. Happy travels!

**Upcoming Trip:** 05/19/14 - Orange County

**AIR Itinerary**

**AIR Confirmation: MW5MLX** Confirmation Date: 05/11/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262414292432	May 11, 2015	3926

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon May 19	1993	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 06:15 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 07:40 AM Travel Time 1 hrs 25 mins <u>Anytime</u>
Fri May 23	491	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 2:30 PM Arrive in SACRAMENTO, CA (SMF) at 3:55 PM Travel Time 1 hrs 25 mins <u>Anytime</u>

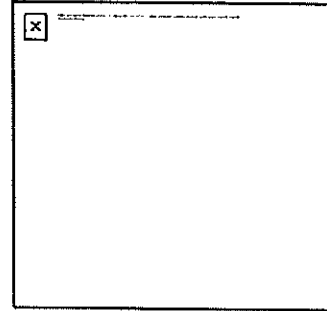
**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**Remember to be in the gate area on time and ready to board:**



- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.



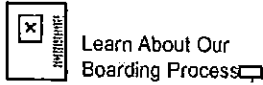
Air Cost: 444.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262414292432: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA196.28YL WN SMF196.28YL 392.56 END ZPSMFSNA XFSMF4.5SNA4.5  
AY5.00\$SMF2.50 SNA2.50



### Cost and Payment Summary

<input type="checkbox"/> AIR - MW5MLX		
Base Fare	\$ 392.56	<b>Payment Information</b>
Excise Taxes	\$ 29.44	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: May 11, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$444.00
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 444.00</b>	



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



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

C/O 05/15/2014 01:55 PM mary

Loyalty Club: 6006637310286679 BASE

Room # 310-A

Registered To:

FREESE, DAVID  
 292 SHASTA DRIVE  
 YACAVILLE, CA 95687

Conf # 71302  
 Arrival 05/12/14  
 Departure 05/15/14

Room Type KDZ-King -  
 Guests 2 / 0

(160) 207-6114

Payment Visa/Master  
 Acct XXXX-XXXX-XXXX-0686

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/12/14	khale	RC	ROOM CHARGE			\$99.99
05/12/14	khale	9	ROOM TAX			\$8.00
05/12/14	khale	91	CITY BIA			\$3.00
05/13/14	khale	RC	ROOM CHARGE			\$99.99
05/13/14	khale	9	ROOM TAX			\$8.00
05/13/14	khale	91	CITY BIA			\$3.00
05/14/14	DEPAL	RC	ROOM CHARGE			\$99.99
05/14/14	DEPAL	9	ROOM TAX			\$8.00
05/14/14	DEPAL	91	CITY BIA			\$3.00
05/15/14	mary	VS	PAYMENT VISA/MC		0686 - 912153	\$332.97-

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

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

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\_\_\_\_\_  
 Signature

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Costa Mesa, CA 92627



**PLUS**

(949) 650-3020

05417@hotel.bestwestern.com

C/O 05/16/2014 09:48 AM mary

Loyalty Club: 6006637391147204

Diamond

Room # 306-A

**Registered To:**

Eubanks, Bryan  
3431 Cantelow Rd  
VACAVILLE, CA 95688

Conf # 71303  
Arrival 05/12/14  
Departure 05/16/14

Room Type KDZ-King -  
Guests 2 / 0

Payment Visa/Master  
Acct XXXX-XXXX-XXXX-0686

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
05/12/14	khated	RC	ROOM CHARGE			\$99.99
05/12/14	khated	9	ROOM TAX			\$8.00
05/12/14	khated	91	CITY BIA			\$3.00
05/13/14	khated	RC	ROOM CHARGE			\$99.99
05/13/14	khated	9	ROOM TAX			\$8.00
05/13/14	khated	91	CITY BIA			\$3.00
05/14/14	mary	VS	PAYMENT VISA/MC		0686 - 912183	<del>\$221.98</del>
05/14/14	DEPAL	RC	ROOM CHARGE			\$99.99
05/14/14	DEPAL	9	ROOM TAX			\$8.00
05/14/14	DEPAL	91	CITY BIA			\$3.00
05/15/14	OEPAL	RC	ROOM CHARGE			\$99.99
05/15/14	DEPAL	9	ROOM TAX			\$8.00
05/15/14	DEPAL	91	CITY BIA			\$3.00
05/16/14	mary	VS	PAYMENT VISA/MC		0686 - 914162	✓ <del>\$221.98</del>

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

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT

OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY, PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES.

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STANDARD FIELD ENTRY  
 VALUE BRT

Field Record Number: 66-741737  
 Control Number:  
 Roll Number: 66145

County: 72 - Sec: 7 12295  
 Location Plate: 12P01E  
 Cont: 14 50 00 12 11 Cont: 37  
 Cont: 16 50 00 10 10 Cont: 58  
 Direction: 300 - 180 - 58 (S)  
 Rate Code: 30 - Shift: 012

*5/16/14 as transaction date  
 \$76.00*

	\$	76.00
DEBIT 012	\$	76.00
CASH	\$	0.00
CREDIT 030	\$	76.00
ORLE	\$	0.00
FISSE	\$	0.00

Paid At: \$ 76.00  
 Taxes Included

--- Start Calculation Details ---

4 Days @ \$19.00 = \$68.00  
 7 Hours @ \$1.00 = \$7.00

--- End Calculation Details ---

--- Includes ---



**Thank you for your purchase!**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

**Air**  
 Confirmation #M3CMP6  
 Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 Monday, June 2, 2014 - Friday, June 6, 2014  
**Air Total: \$253.00**

Amount Paid  
**\$253.00**

Trip Total  
**\$253.00**

**JUN 2**  
**MON** **06/02/14 - Orange County**

**AIR**

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
 06/02/2014 - 06/06/2014

Confirmation #  
**M3CMP6**

Adult Passenger(s)  
 DAVID FREESE  
 Subscribe to Flight Status Messaging

Rapid Rewards #  
 00000337987344

<b>DEPART</b> <b>JUN 2</b> <b>MON</b>	06:15 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #1993 <b>southwest</b>	Monday, June 2, 2014
	07:40 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away
<b>RETURN</b> <b>JUN 6</b> <b>FRI</b>	12:35 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3484 <b>southwest</b>	Friday, June 6, 2014
	02:00 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

**What you need to know to travel:**

Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device.  
 Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**PRICE: ADULT**

Trip	Routing	Fare Type   View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare difference applies)</li> <li>Reusable Funds (non-transferable - no name changes allowed)</li> <li>Not refundable unless purchased with Points</li> </ul>	1	\$131.00
Return	SNA-SMF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> <li>No Change Fees (applicable fare difference applies)</li> <li>Reusable Funds (non-transferable - no name changes allowed)</li> <li>Not refundable unless purchased with Points</li> </ul>	1	\$122.00

Enroll in Rapid Rewards and earn at least 1200 Points per person for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$253.00**  
 Fare Breakdown

Carry on Items: 1 bag + 1 small personal item are free, see full details  
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

**Air Total:**  
**\$253.00**

**Gov't taxes & fees now included**

**Purchaser Name** Bryan Eubanks      **Billing Address** 1776 Tribute Road Suite  
Sacramento, CA US 95815

<b>Form of Payment</b>	<b>Amount Applied</b>
Visa - XXXXXXXXXXX-1737	<b>\$253.00</b>

**Amount Paid**  
**\$253.00**

**Trip Total**  
**\$253.00**



**U-SAVE CAR & TRUCK RENTAL**  
 COSTA MESA OC AIRPORT SNA  
 3195 AIRPORT LOOP DR. UNIT D-2  
 COSTA MESA CA 92626  
 (949) 752-6664

\* An Independently owned and operated franchise of U-Save Car & Truck Rental

RA **75375**

Renter (Print) <b>BRYAN EUBANKS</b>		Phone <b>916-956-6100</b>		Social Security #		Year/Make <b>2012 NISSAN</b>		Vehicle # <b>3130</b>	
Home Address <b>1776 TRIBUTE ROAD SUITE 100</b>		City <b>SACRAMENTO</b>		State <b>CA</b>		Zip <b>95815</b>		Model <b>VERSA</b>	
Driver's License # <b>C1680811</b>		State <b>CA</b>		Exp. Date <b>05/23/2018</b>		Date of Birth <b>05/23/1964</b>		Color <b>RED</b>	
Insurance Company <b>AAA</b>		Policy No.		Agent		Phone		Tag <b>6YWJ090</b>	
Employer <b>WW</b>		Title		How Long?		Odometer In <b>34543</b>		Date/Time Due In <b>05/09/2014 05:00 PM</b>	
Employer's Address		Phone		Supervisor <b>(545) 4</b>		Out <b>32701</b>		Date/Time Ext. <b>AM PM</b>	
Emergency Contact		Address		Phone		Miles Driven <b>1842</b>		Date/Time Ext. <b>AM PM</b>	
<b>ABSOLUTELY NO DRIVERS UNDER 21 YEARS OF AGE</b>						Miles Allowed <b>0</b>		Date/Time In <b>05/14/2014 09:18 AM</b>	
Additional Driver <b>NONE</b>						Excess Miles <b>1842</b>		Date/Time Out <b>04/08/2014 04:56 PM</b>	
Insurance Company <b>NONE</b>						Policy Number		Agent	
Additional Driver <b>NONE</b>						Policy Number		Agent	
Insurance Company <b>NONE</b>						Policy Number		Agent	
You are responsible for all collision damage to the Vehicle, even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the Vehicle, towing, storage, and impound fees. Your own insurance, or the issuer of the credit card you use to pay for the rental may cover all or part of your financial responsibility for damage to, or loss of, the rented vehicle. You should check with your insurance company, or credit card issuer, to find out about your coverage and the amount of deductible, if any, for which you may be liable. If you use a credit card that provides coverage for your responsibility for damage to, or loss of, the Vehicle, you should check with the issuer to determine whether or not you must first exhaust the coverage limits of your own insurance before the credit card coverage applies. We will not hold you responsible for damage caused by collision or upset if you buy Collision Damage Waiver (CDW). But, CDW will not protect you if you commit any of the acts listed in Paragraph 5 of the Terms and Conditions.						<b>Collision Damage Waiver (CDW)</b> By Initialing here you agree to purchase our CDW, and acknowledge receipt of oral disclosure that CDW is optional and may duplicate coverage under your own policy of motor vehicle insurance. CDW does not cover all instances of damage to the Vehicle. There are exclusions. Subject to the terms of Paragraph 5 of the Terms and Conditions, your responsibility for damage to the Vehicle is limited to \$ <u>0.00</u> .			
The cost of this optional damage waiver is \$ <u>0.00</u> per _____.						<b>PERSONAL ACCIDENT INSURANCE (PAI)/ PERSONAL EFFECTS COVERAGE (PEC)</b> By Initialing here you decline to purchase our CDW, and you agree to be responsible for all damage to, or loss or theft of, the Vehicle.			
The purchase of optional insurance products is not required to rent the Vehicle. Optional insurance products that we sell may provide coverage that duplicates coverage provided by your personal automobile liability policy or by another source of coverage. We are not qualified to evaluate the extent of your existing auto liability coverage. Optional insurance products are provided under individual policies issued to you, or issued to you under a group or master policy issued to us by an insurer authorized to transact the applicable insurance business in the State of California.						<b>Supplemental Liability Insurance (SLI)</b> By Initialing here you agree to purchase SLI and you acknowledge receiving a separate brochure that summarizes the terms of the SLI policy. SLI does not cover all risks. There may be exclusions for unauthorized or intoxicated drivers, no first party uninsured motorist coverage, no coverage for certain passengers in the Vehicle, and other exclusions. Please read the SLI brochure carefully.			
_____ Renter's Signature						<b>Authorized To Drive In (strike any that do not apply)</b> * _____ mile radius of the renting location, or; * _____ within the State where the Vehicle is rented, or; * _____			
_____ Your Signature						By signing below, you agree to the terms and conditions of this Agreement (as defined in the document jacket), and acknowledge that you had an opportunity to read the Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; and authorize us to release your billing/rental information to third parties for billing/processing purposes.			
_____ Your Signature						Remarks: VI XXXX-XXXX-XXXX-1737 AUTH#:901174 EXP: XXXX			

1842	MILES @	0.00	0.00
1	DAYS @	38.99	38.99
0	EXTRA DAYS @	0.00	0.00
5	WEEKS @	123.00	515.00
0	MONTHS @	0.00	0.00
			%
<b>TOTAL TIME AND MILEAGE:</b>			<b>653.99</b>
<b>OTHER CHARGES:</b>			
TOU	@ 3.50 Percent		22.89
CON	@ 11.11 Percent		72.66
FUEL	7.99/Gal.		0.00
LOCAL	8.00 %		52.32
			0.00
<b>SURCHARGE</b>			0.00
<b>Subtotal:</b>			<b>801.86</b>
<b>Total Payments:</b>			<b>1,554.06</b>
<b>Total Bill:</b>			<b>801.86</b>
<b>Bill To:</b>			0.00
<b>Not Due:</b>			0.00
<b>Refunds:</b>			<b>-752.20</b>
<b>Payments/Deposits:</b>			
CC	05/14/2014 09:21 AM		-752.20 ✓
CC	05/13/2014 10:13 PM		800.00 ✓
CC	05/11/2014 07:46 AM		754.06 ✓

SACRAMENTO INT'L  
AIRPORT

Card Account : XXXXXXXXXXXX1737  
Card Type : Visa  
Authorization Code : 124266

Cashier : 71 Seq # 10091  
License Plate : NOPLATE  
Ent : 07:50 04/22/14 Lane 37  
Exit: 19:54 04/24/14 Lane 60  
Duration: 2D(s) 12H(s) 4M(s)  
Rate Code: 36 Shift: 178

\$51.00

FEE	\$	51.00
AMOUNT TEND	\$	51.00
CASH	\$	0.00
CREDIT CARD	\$	51.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 51.00  
Taxes Included

### Start Calculation Details ###

3 Day(s) @ \$17.00 = \$51.00

### End Calculation Details ###

### Thank You ###

Sign :



My Account | My Travel | Past Trips | Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA



**Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA**

Save as Frequent Trip | Book This Trip | View Receipt



earned + 7,852 PTS

Passenger: BRYAN EUBANKS

Confirmation #MOQMQC

ACCT#325019796

**AIR ITINERARY**

Flight - Anytime Fare

MAY 12 | Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA  
**MON** 05/12/2014

Flight - Anytime Fare

MAY 16 | Orange County/Santa Ana, CA - SNA to Sacramento, CA - SMF  
**FRI** 05/16/2014

**PRICING**

Print

Trip	Routing	Fare Type	Fare
Flight	SMF-SNA	Anytime	\$196.28
		Govt. Taxes & Fees	\$25.72
<b>Dollar Total:</b>			<b>\$222.00</b>

Trip	Routing	Fare Type	Fare
Flight	SNA-SMF	Anytime	\$196.28
		Govt. Taxes & Fees	\$25.72
<b>Dollar Total:</b>			<b>\$222.00</b>

**Dollar Grand Total:**  
**Total Points Earned:**

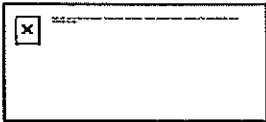
\$444.00  
 7,852

✓  
 444.<sup>00</sup>  
 -28.<sup>00</sup> change fee credit  
 -----  
 416.<sup>00</sup> 5/7/14 cc chg.

**David Freese**

**From:** Southwest Airlines <SouthwestAirlines@luv.southwest.com>  
**Sent:** Sunday, May 11, 2014 1:34 PM  
**To:** David Freese  
**Subject:** Flight reservation (M8RMLX) | 12MAY14 | SMF-SNA | Freese/David

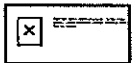
You're all set for your trip!



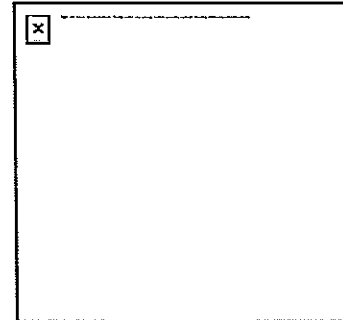
[My Account](#) | [View My Itinerary Online](#)

<a href="#">Check In Online</a>	<a href="#">Check Flight Status</a>	<a href="#">Change Flight</a>	<a href="#">Special Offers</a>	<a href="#">Hotel Offers</a>	<a href="#">Car Offers</a>
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

**Ready for takeoff!**



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!



**Upcoming Trip: 05/12/14 - Orange County**



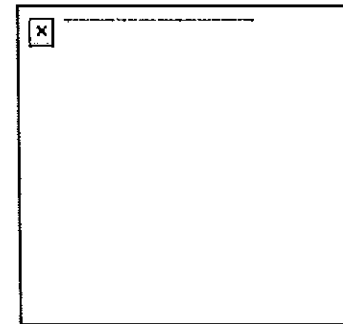
**AIR Itinerary**

**AIR Confirmation: M8RMLX**

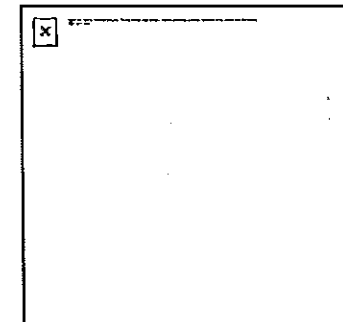
Confirmation Date: 05/11/2014

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262414292128	May 11, 2015	3926

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

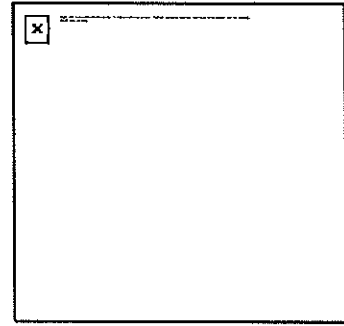


Date	Flight	Departure/Arrival
Mon May 12	722	Depart <b>SACRAMENTO, CA (SMF)</b> on Southwest Airlines at 1:30 PM Arrive in <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> at 2:50 PM Travel Time 1 hrs 20 mins <u>Anytime</u>



Fri May 16	491	Depart <b>ORANGE COUNTY/SANTA ANA, CA (SNA)</b> on Southwest Airlines at 2:30 PM
------------	-----	--

Arrive in SACRAMENTO, CA (SMF) at 3:55 PM  
Travel Time 1 hrs 25 mins  
Anytime



**What you need to know to travel:**

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.

**Remember to be in the gate area on time and ready to board:**

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

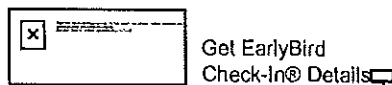
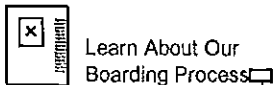
---

Air Cost: 444.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262414292128: NONTRANSFERABLE.  
Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA196.28YL WN SMF196.28YL 392.56 END ZPSMF SNA XFSMF4.5SNA4.5  
AY5.00\$SMF2.50 SNA2.50



## Cost and Payment Summary

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AIR - M8RMLX

Base Fare	\$ 392.56	<b>Payment Information</b>
Excise Taxes	\$ 29.44	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: May 11, 2014
Passenger Facility Charge	\$ 9.00	Payment Amount: \$444.00
September 11th Security Fee	\$ 5.00	
<b>Total Air Cost</b>	<b>\$ 444.00</b>	

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May 2014 Statement 04/19/2014 - 05/21/2014  
 CAL CONST AUTHORITY

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Cardmember Service 1-866-552-8855

**Transactions EUBANKS, BRYAN K**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
05/19	05/16	0943	SOUTHWES 5262415740367 800-435-9792 TX EUBANKS/BRYAN 05/16/14 SANTA ANA TO SACRAMENTO	OK \$28.00 ✓	✓ see credit 444 -28 416.00

**Transactions FREESE, DAVID M**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
04/21	04/18	6356	BEST WESTERN NEWPORT I COSTA MESA CA	OK \$443.96 ✓	✓
04/21	04/17	3915	SOUTHWES 5262408581684 800-435-9792 TX FREESE/DAVID 04/21/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$444.00 ✓	✓
04/21	04/18	0447	SAC CC AIRPORT PARKING SACRAMENTO CA	\$85.00 ✓	no rept.
04/23	04/22	5249	SAC CO AIRPORT PARKING SACRAMENTO CA	OK \$34.00 ✓	✓
04/24	04/22	9544	SOUTHWES 5262409548965 800-435-9792 TX FREESE/DAVID 04/22/14 SANTA ANA TO SACRAMENTO	\$22.00 ✓	Charge Fee ✓
04/24	04/22	0301	BEST WESTERN NEWPORT I COSTA MESA CA	OK \$110.99 ✓	✓
04/28	04/25	5914	SOUTHWES 5262410462845 800-435-9792 TX FREESE/DAVID 04/28/14 ✓ SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$444.00 ✓	✓
05/02	04/30	0000	JWA PARKING COSTA MESA CA	\$1.00 ✓	no rept.
05/05	05/02	6363	BEST WESTERN NEWPORT I COSTA MESA CA	OK \$110.99 ✓	✓
05/05	05/03	8292	SOUTHWES 5262412293895 800-435-9792 TX FREESE/DAVID 05/05/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$466.00 ✓	west ad etc. ✓
05/05	05/01	6367	BEST WESTERN NEWPORT I COSTA MESA CA	OK \$332.97 ✓	✓
05/05	05/02	7159	SAC CO AIRPORT PARKING SACRAMENTO CA	OK \$85.00 ✓	no rept.
05/07	05/06	0559	HARBOR FAIR STATION COSTA MESA CA	OK \$44.34 ✓	✓

Continued on Next Page



May 2014 Statement 04/19/2014 - 05/21/2014

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CAL CONST AUTHORITY

Cardmember Service ( 1-866-552-8855

Transactions EUBANKS, BRYAN K

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
05/16	05/14	1044	U-SAVE CAR & TRUCK REN COSTA MESA CA MERCHANDISE/SERVICE RETURN	\$752.20	CRV ✓
<b>Purchases and Other Debits</b>					
04/21	04/17	4186	SOUTHWES 5262408604031 800-435-9792 TX FREESE/DAVID 04/21/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$444.00	✓
X 04/24	04/22	2607	BEST WESTERN NEWPORT I COSTA MESA CA	\$106.55	✓
04/25	04/24	1711	HARBOR FAIR STATION COSTA MESA CA	\$40.02	✓
04/28	04/24	6374	BEST WESTERN NEWPORT I COSTA MESA CA	\$221.98	OK ✓
04/28	04/24	2615	SAC CO AIRPORT PARKING SACRAMENTO CA	\$51.00	OK ✓
05/09	05/07	1902	SOUTHWES 5262413305703 800-435-9792 TX EUBANKS/BRYAN 05/12/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$416.00	444 -28 ✓
05/13	05/11	0582	U-SAVE CAR & TRUCK REN COSTA MESA CA	\$754.06	✓
05/15	05/14	9135	CHEVRON 00205967 COSTA MESA CA	\$123.75	✓
05/16	05/14	8070	SOUTHWES 5262415213629 800-435-9792 TX FREESE/DAVID 06/02/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$253.00	OK ✓
05/16	05/14	8088	SOUTHWES 5262415211657 800-435-9792 TX FREESE/DAVID 05/27/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$346.00	✓
05/16	05/14	0967	U-SAVE CAR & TRUCK REN COSTA MESA CA	\$800.00	207 ✓
05/19	05/16	0066	SAC CO AIRPORT PARKING SACRAMENTO CA	\$76.00	OK ✓

Continued on Next Page



May 2014 Statement 04/19/2014 - 05/21/2014

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CAL CONST AUTHORITY

Cardmember Service 1-866-552-8855

Transactions FREESE, DAVID M

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
05/09	05/07	5915	BEST WESTERN NEWPORT I COSTA MESA CA	OK \$221.98 ✓	_____ ✓
05/13	05/11	3625	SOUTHWES 5262414292432 800-435-9792 TX FREESE/DAVID 05/19/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	OK \$444.00 ✓	_____ ✓
05/13	05/11	3633	SOUTHWES 5262414292864 800-435-9792 TX FREESE/DAVID 05/27/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$444.00 ✓	_____ ✓
05/13	05/11	3641	SOUTHWES 5262414292128 800-435-9792 TX FREESE/DAVID 05/12/14 SACRAMENTO TO SANTA ANA SANTA ANA TO SACRAMENTO	\$444.00 ✓	_____ ✓
05/13	05/11	1160	SAC CO AIRPORT PARKING SACRAMENTO CA	OK \$119.00 ✓	_____ ✓
05/16	05/14	3035	BEST WESTERN NEWPORT I COSTA MESA CA	OK \$221.98 ✓	_____ ✓
05/19	05/15	3026	BEST WESTERN NEWPORT I COSTA MESA CA	OK \$332.97 ✓	_____ ✓
05/19	05/15	2135	SAC CO AIRPORT PARKING SACRAMENTO CA	OK \$68.00 ✓	_____ ✓
05/19	05/16	3033	BEST WESTERN NEWPORT I COSTA MESA CA	\$221.98 ✓	_____ ✓

no rept

OFFICE DEPOT STORE #3298  
FERNANDO ALCANTAR  
Store Manager  
2300 Harbor Blvd Suite E-1  
Costa Mesa, CA 92627  
Tel. (949)646-2162  
Fax. (949)646-2197

05/06/2014 14 1 6 4:05 PM  
STR 3298 REG3 TRN 6893 EMP 548849

SALE  
Product ID Description Total  
116253 FLDR,LTR,100BX 14.49 SS  
927197 PRTCTR,SHT,BUS  
2 @ 3.99 7.98  
You Pay 7.98SS  
477727 CLPBRD,00,3PK,  
3 @ 5.99 17.97  
You Pay 17.97SS  
222056 CLP,PPR,B1,100 1 89 SS

Subtotal: 42.33  
Sales Tax: 3.39  
Total: 45.72  
MasterCard 6040: 45.72

\*\*\*\*\*

Shop online at [www.officedepot.com](http://www.officedepot.com)

*OK To P  
B 6-9-14*

\*\*\*\*\*  
WE WANT TO HEAR FROM YOU

Participate in our online customer survey  
and receive a coupon for \$10 off your  
next qualifying purchase of \$50 or more on  
office supplies, furniture and more.  
(Excludes Technology. Limit 1 coupon per  
household/business.)

Visit [www.officedepot.com/feedback](http://www.officedepot.com/feedback)  
and enter the survey code below.

Survey Code:  
740F 9PB6 14XJ

\*\*\*\*\*



27VT6P3PHRQX48E8E



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

Check #: 75792  
Date Paid: 11/20/2014

## Payment Authorization

Date: 11/05/2014

Amount: \$60.00

Vendor Name: CFFA.

Invoice No.: 1617

Invoice Date: 11/04/2014

Project No.: 03214010

Project Name: Pac Amp Sound/Video Support Structure Sol to Bid

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 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

Cheryl Fisher  
Accounting Administrator

[Signature]  
Managing Officer or Designee





CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

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

FINANCING  
DESIGN  
CONSTRUCTION

OC Fair & Event Center  
88 Fair Drive  
Costa Mesa, CA 92626

## Invoice

Invoice Number: 1617  
Invoice Date: 11/4/2014  
Customer Code: 32nd  
Project: 03214010  
Pac Amp Sound/Video Support Structur

**Please make checks payable to California Fairs Financing Authority**

Description	Amount
CFFA Plan Review Admin Fees per LOU 14-010	60.00
	<b>\$60.00</b>

*Thank you for your business!*

Questions: [CFFAaccounting.org](http://CFFAaccounting.org)

Net Invoice: \$60.00  
Sales Tax: 0.00  
Invoice Total: \$60.00

**PROJECT CLOSEOUT RECONCILIATION**  
**CALIFORNIA FAIRS FINANCING AUTHORITY**  
 32nd DAA OC Fair & Event Center  
 CFFA PROJECT NO. 032-14010 Sound/Video Support Structure Solicitation to Bid

November 4, 2014

**Budget Funding Sources:**

LOU Amount            \$12,720.00

Total Funding:        \$12,720.00

**Actual Expenses:**

CFFA Management Fee        \$6,500.00

Consulting                      \$1,000.00

Plan Review Admin Fee        \$60.00

**Misc. Direct Cost:**

Advertising                      \$1,278.00

Printing                          \$333.35

Travel                              \$918.19

Total Actual Expenses:        \$10,089.54

\$2,630.46 ←

Difference between Budget and Actual Expenses.

<b>Cindy Fisher:</b> Fair maintained funds
---

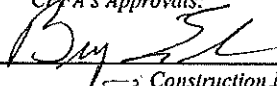
*Fair accepts CFFA's closeout:*

*CFFA's Approvals:*

\_\_\_\_\_  
 Fair Manager

\_\_\_\_\_  
 Date

*Fair has 30 days to acknowledge close out  
 after which acceptance is assumed.*

  
 \_\_\_\_\_  
 Construction Manager

  
 \_\_\_\_\_  
 Accounting Administrator

  
 \_\_\_\_\_  
 Managing Officer



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

FINANCING  
DESIGN  
CONSTRUCTION

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

**LETTER OF UNDERSTANDING**  
**Sound/Video Support Structure Solicitation to Bid**

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

Date: February 21, 2014

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

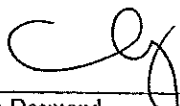
Subject: Letter of Understanding No. 14-010 (CFFA Project No. 03214010)

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").

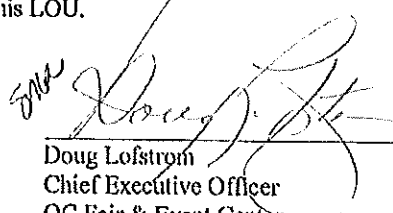
PROJECT: See Exhibit A (February 21, 2014), Pac Amp Sound/Video Support Structure- Solicitation to Bid  
SCHEDULE: TBD  
FUNDING: Fair Funded

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 February 28, 2014, Fair shall encumber funds maintained by the Fairgrounds, the amount of TWELVE THOUSAND, SEVEN HUNDRED and TWENTY XX/100 DOLLARS (\$12,720.00), which is the current estimated project cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

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

  
\_\_\_\_\_  
Rebecca Desmond  
Deputy Executive Director  
California Fair Services Authority

Date

  
\_\_\_\_\_  
Doug Lofstrom  
Chief Executive Officer  
OC Fair & Event Center

3/25/14  
Date



CALIFORNIA  
FAIRS FINANCING  
AUTHORITY

1776 Tribute Road, Suite 100  
Sacramento, CA 95813  
Phone: (916) 263-6100  
Fax: (916) 263-6616

FINANCING  
DESIGN  
CONSTRUCTION

## Exhibit A

February 21, 2014

Project No. 03214010  
Subject: 32<sup>nd</sup> District Agricultural Association  
Pacific Amphitheatre Sound/Video Support Structure-Solicitation of Bids

The cost proposal is for the Solicitation of bids for the construction of the Pacific Amphitheatre Sound/Video Support Structure at the Orange County Fair and Event Center (OCF), and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32<sup>nd</sup> District Agricultural Association (Fair).
- B. CFFA will prepare the bid documents, manage the bid solicitation, RFI process, job walk, and bid opening.
- C. CFFA will provide limited project management and administration services associated with the engineering review and the bidding process associated with the construction of the Pacific Amphitheatre Sound/Video Support Structure.

This cost proposal is for the solicitation of Bids process only. The Fair understands that additional costs, may be incurred if the bidding is extended beyond the current bid due date of April 1, 2014, or if the project requires an additional bid process. If upon receipt and acceptance of the bid results, and the project is awarded to the lowest qualified bidder, CFFA will prepare a new LOU for the implementation and management of the work. Included in this cost proposal are CFFA's Project Management fees. All professional services and any construction contingency funds that are used will also be subject to CFFA's Project Management fee.

CFFA fees and estimated reimbursable costs to provide the "Solicitation to Bid" support, for the construction of Pacific Amphitheatre Sound/Video Support Structure is estimated to be \$12,720.00, as detailed below. The Project Cost fee is comprised of plan reviews; preparation of Bidding Specifications and Package; advertising coordination; response to request for information associated with the project scope, specifications, and bid process; job walk; receipt and review of bids; public

record requests; contractor checks; response to bid results; and general project administration. A breakdown of the cost is presented below.

**Orange County Fair and Event Center  
 Pac Amp Sound/Video Support Structure  
 Cost Breakdown**

<b>PROJECT COSTS</b>			
Management Costs (Plan Review, Spec Prep, Job Walk, Bid Review, etc.)		\$ 6,500.00	
			\$ 6,500.00
<b>PLAN/DESIGN REVIEW COSTS</b>			
Third Party Review		\$ 2,000.00	
Project Administration Fee (6%)		\$ 120.00	
			\$ 2,120.00
<b>ESTIMATED REIMBURSABLES</b>			
	Project Bid Prep & Advertising	\$ 2,000.00	
	Reproduction, i.e. plans, spec, etc.	\$ 400.00	
	Travel	\$ 1,500.00	
	Misc.	\$ 200.00	
	Reimbursable Sub-Total		\$ 4,100.00
<b>Estimated Total Costs, with fees</b>			<b>\$ 12,720.00</b>

It is scheduled that the project will commence as soon as possible and be completed soon after April 1, 2014. Due to the expected short duration of the project, the project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project, are required, will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA. All any third party professional services/consultant outside services are subject to CFFA 6% project administration fee.

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

Orange County Fair & Event Center  
Sound/Video Support Structure-Solicitation of Bids  
LOU No. 03214010

CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof. CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 14-010, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 14-010, 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.



Paradise Cigars/Meerschaum King

[REDACTED]

[REDACTED]

December 3, 2014

Dear OCFEC Board of Directors:

Ashleigh Aitken, Board Chair  
Gerardo Mouet, Vice Chair  
Stanley Tkaczyk, Member  
Barbara Bagneris, Member  
Douglas La Belle, Member  
Sandra Cervantes, Member  
Nick Berardino, Member  
Bao Nguyen, Member  
Robert Ruiz, Member

Re: Smoking policy at the OCFEC Item E November 2014 board meeting

The staff report posted online on Nov. 17 2014 did not include any information on the agenda item E before the meeting.

We were shown the staff report just minutes before the meeting and we had no time to review the figures and look for errors.

While reviewing the staff report we noticed a number of inaccuracies based on our own research that we would now like to clear up.

In our report we have attached all the web locations, emails and when available phone numbers to back up the numbers and statistics. I hope that the board will do some research to confirm the figures before making a decision that might affect any business on the Fairgrounds.



We are presenting a different point of view but the OCFEC is a different Fair.

**Is the OC Fairs goal to be like Disneyland?**

**5 beer locations**

**8 smoking areas**

**No Barbecue**

**Children and teen entertainment only**

Is the OC Fair like Legoland, Sea World, Knotts and Disneyland?

**L.A. County Fair - you can smoke outside according to California rules. On the L.A. County Fair page we supply the web site location and phone numbers.**

If we limit the smoking to restricted areas based on other venues in Southern California we need to look at attendance and the size of the parks.

You might also revue the age groups of the attendance at the parks. Is the OC Fair a children's/Teen venue?

Knott's Berry farm has 5 smoking areas for 10,000 visitors per day with a target audience of children and teens – if we choose this model the OC Fair should have 18 locations for 60,000 people or more as we are a mixed adult draw venue.

Disneyland including California Adventure has 8 smoking areas for 45,000 visitors per day with a target audience of children – if we choose this model the OC Fair should have 10 locations for 60,000 people or more for the mixed adult draw venue - **If we choose to be like Disneyland?**

**To replicate the restricted Del Mar Fair**

Del Mar fair has 4 smoking locations outside the fair. They also have 5 beer locations where you are fenced in to drink your beer and that includes guards to prevent you from leaving with an open container. There are limited Barbecue venues and they use metal detectors to check every person entering the Fair. This Fair pats down ticket holders to concert venues!! Also the Del Mar Fair has a minimum age limit of 21 for some concerts.

## **LA Fair – Smoking outside, no smoking in the buildings according to California rules**

General Information

(909) 623-3111

<http://fairplex.com/fp/business/documents/EventPlannersManual13.pdf>

Fairplex in Pomona

The Los Angeles County Fair Page 11

### **Smoking:**

**All exhibit buildings at Fairplex are smoke-free buildings at all times. “No Smoking”**

**Signs are posted at the entrances of all exhibit buildings.**

## **Alameda County Fair**

<http://www.alamedacountyfair.com/2014fair/welcome/faqs.php>

7 designated smoking areas for 28,000 visitors per day

In comparison the OCFEC has 60,000 people per day and should have 14 smoking areas if we are to use this model.

## **Ventura County Fair**

The Ventura County Fair does not have a policy in place that is listed on line.

The new policy is not set or completely understood by staff as the person in charge did not even know what the policies were for other events at the Fairgrounds.

The phone # for the person we talked to is -  
James Lockwood 805-648-3376

We were told by Mr. Lockwood that the Ventura Fair has 5 smoking areas for 31,000 people per day.

The OCFEC is 60,000 per day so we should include 10 smoking areas if we are to use this model.

# Del Mar Fair Non smoking

The management attributes attendance decreases in 2013 and 2014 directly to the new smoking policy according to customer surveys.

<http://www.delmartimes.net/news/2013/dec/18/del-mar-fairgrounds-board-to-consider-e-cigarette>

- Other events at the Del Mar Fairgrounds are exempt from the Fair smoking rules.

## Email to Gail Tompkins at the Del Mar Fair

From: Mking10603@aol.com [Mking10603@aol.com]  
Sent: Monday, November 24, 2014 10:05 AM  
To: Gail Tompkins  
Subject: Guest Services inquiry

Hi

We cannot smoke at the Fair

Can we smoke at other events on the Del Mar Fairgrounds?  
Are there smoking areas at the Race Track?  
Are the rules different for other events?

Thanks you so much  
Mike Robbins

The fairgrounds is totally smoke free during the San Diego County Fair. At other events held at the fairgrounds, including the race meet we follow the rules set by the State of California regarding smoking, such as no smoking inside buildings, must be 20 feet away from any structures, etc.

Gail/ Guest Services Supervisor/San Diego County Fair

Del Mar fair has 4 smoking locations outside the fair

At other events smoking is permitted outside according to the State of California rules.

They have 5 beer locations, where you must remain to drink alcohol (the OC Fair has 33 locations and hundreds of taps and you can stroll anywhere with open containers even into the children's midway and the farm).

The Del Mar Fair has Limited barbecue venues

The following article attributes the smoking ban to blatant Marijuana use at the Fairgrounds concerts.

<http://legacy.utsandiego.com/news/northcounty/20081015-9999-1m15pot.html>

- Del Mar- In response to complaints about Marijuana use at summer concerts the Del Mar Fairgrounds has banned cigarette smoking and approved a policy allowing pat-down searches at reggae concerts.

# Disneyland

Paradise Cigars is the only Wholesale distributor of tobacco products to Disneyland.

Disneyland and California Adventure get an average of 45,000 visitors per day on 140 acres of land.

<http://articles.latimes.com/2012/jun/19/business/la-fi-cars-land-20120619>

They have 7 smoking areas for 45,000 people per day.

Plus a 5 star restaurant with a smoking patio, Napa Rose.

<https://disneyland.disney.go.com/plan/guest-services/smoking/>

## Smoking Areas

For the comfort of all of our Guests at the Disneyland Resort, smoking is permitted in the following designated areas:

### Disneyland Park

- New Orleans Square outside Harbor Galley
- Frontierland near Big Thunder Mountain Railroad
- Fantasyland near Matterhorn Bobsleds
- Main Entry Plaza outside both theme parks

### Disney California Adventure Park

- Hollywood Land near Muppet\*Vision 3D
- Condor Flats near Soarin' Over California
- Paradise Pier near Paradise Pier Ice Cream Co.

## Napa Rose

**OUTDOOR DINING:** During the summer on the patio off the private and main dining rooms with its breathtaking views of the High Sierra-like area of Disney's California Adventure made even more striking by the glow from the centerpiece fire pit. A second fire pit-punctuated patio off the bar **offers refuge for cigar aficionados.**

<http://www.talkdisney.com/forums/disneyland-restaurants/43344-napa-rose-fact-sheet.html#.VG7gnTTF80U>

## 5 places to buy beer at California Adventure

<http://disneylandfoodie.com/post/77760790680/the-5-best-places-to-get-beer-at-the-disneyland-resort>

## Knotts Berry Farm 160 acres

Paradise Cigars is the wholesale distributor of cigars, lighters, flasks, tobacco pipes and walking sticks to Knotts Berry Farm for 22 years.

[http://en.wikipedia.org/wiki/Knott%27s\\_Berry\\_Farm](http://en.wikipedia.org/wiki/Knott%27s_Berry_Farm)

Attendance<sup>[edit]</sup>

2008	2009	2010	2011	2012	2013
3,565,000 <sup>[35]</sup>	3,333,000 <sup>[36]</sup>	3,600,000 <sup>[37]</sup>	3,654,000 <sup>[37]</sup>	3,508,000 <sup>[2]</sup>	3,683,000 <sup>[2]</sup>

5 smoking locations for 10,000 visitors per day

The OCFEC gets 60,000 visitors per day so we should have 24 smoking areas if we are to use this model.

### Email for clarification to Knotts Berry Farm

**From:** Mking10603@aol.com [mailto:Mking10603@aol.com]

**Sent:** Thursday, November 20, 2014 10:58 PM

**To:** KB-MAIL-INFO

**Subject:** Guest Question

Can I smoke my Vaporizer and walk around the park?

Thanks

Mike Robbins

Good morning,

We are happy to hear that you are interested in visiting our park. We ask that you smoke your vaporizer in the designated smoking locations. The smoking locations are located on the park map. In Ghost Town, the smoking locations is across from Sutters near the Teepees, in the Wilderness area, near the Pony Express Entrance, in Board walk, just north of the Coasters restaurant and in Fiesta Village located to the left of Cantina across from Silver Bullet Lake. I hope this information helps and please feel free to contact us if you have any questions. Respectfully,

**Christina Luna** | Guest Services Manager | General Services

8039 Beach Boulevard, Buena Park CA 90620

Phone: 714.220.5240 | Fax: 714.220.5208

**Six Flags Magic Mountain**  
**262 acres**

Attendance 3,000,000 per year  
8,300 per day

Youth oriented park catering to the age group 10 to 18

**They offer 9 smoking areas adjacent to rest rooms for an average attendance of 8,300 per day mostly kids and teens. If we follow this model then the OC Fair should have 63 smoking areas.**

Six Flags allows smoking only in areas identified as designated smoking areas. E-cigarettes may only be used in designated smoking areas. All other areas in the parks are smoke-free, and smoking is strictly prohibited.

<https://www.sixflags.com/magicmountain/plan-your-visit/frequently-asked-questions>

## Is the OCFEC Legoland ?

**Lego land**

[http://california.legoland.com/en/explore/rides\\_and\\_attractions/safety\\_restrictions](http://california.legoland.com/en/explore/rides_and_attractions/safety_restrictions)

**LEGOLAND California is a 128-acre park geared specifically towards youngsters ages 2 - 12.**

**SMOKING POLICY** - In keeping with our child-friendly atmosphere, smoking is prohibited in all areas of the Resort. Use designated smoking areas located outside of the main entrance. Please remember to get your hand stamped before exiting for re-admittance.

**FOOD AND ALCOHOL** - Outside coolers, food and beverages may not be brought into the Park or Water Park. However, exceptions are made for infants and those with special medical needs. Alcohol may not be brought onto LEGOLAND Resort property.

# Top fairs in the country smoking policy

## Texas state fair - smoking outside

[http://bigtex.com/wp-content/uploads/2014/06/14\\_exhibitorguide\\_web1.3.pdf](http://bigtex.com/wp-content/uploads/2014/06/14_exhibitorguide_web1.3.pdf)

Smoking is not permitted in any buildings or tents within Fair Park during the Fair. No Smoking signs will be posted in accordance with local laws

Email response

From: [info@BigTex.com](mailto:info@BigTex.com)

June 26 2014 -There is no smoking in any of the buildings. The e-cigarettes are currently allowed inside the buildings.

## Minnesota State fair

[http://www.mnstatefair.org/general\\_info/visitor\\_guide/Smoking.html](http://www.mnstatefair.org/general_info/visitor_guide/Smoking.html)

15 smoking areas

## Iowa State fair - smoking outside

<http://www.iowastatefair.org/for-visitors/frequently-asked-questions>

In accordance with the Smokefree Air Act, portions of the Fairgrounds are smoke-free. While smoking is allowed in the walkway areas of the Fairgrounds, the law applies to sections designated by no-smoking signs. In those areas, smoking of any kind is prohibited (including use of e-cigarettes). Smoke-free areas of the Fairgrounds include:

- **Outdoor entertainment venues** – stage areas, building porches and grounds attraction areas.
- **Restaurants and bars** – both enclosed and open serving areas, eateries and concession stands.
- **Grandstand area or inside buildings** - this remains the same as past years.

## Wisconsin State Fair - smoking outside

<http://wistatefair.com/wsfp/wp-content/uploads/2014/04/2014-Vendor-Manual.pdf>

## Indoor Smoking Ban

In accordance with the Indoor Smoking Ban in Wisconsin as defined in 2009 Wisconsin Act 12, Section 101.123, Wisconsin Statutes, Wisconsin State Fair Park prohibits smoking in enclosed public places, places of employment or any other places “No Smoking” signs are posted. Wisconsin State Fair Park reserves the right to identify all “No Smoking” and allowable smoking areas within the confines of the Park. Outdoor smoking areas may be designated that are a reasonable distance from any entrance to the facility so that customers, employees, and others associated with the business may smoke.




While reviewing this information it should be clear that the OCFEC is unlike any of the amusement parks that were used as comparisons.

The OCFEC is host to the annual OC Fair as well as Speedway, OC Fight Club, multiple car shows, Tattoo Festivals, Sand Sports Show, Pet Expo, the weekly OC Marketplace, and the quarterly gun shows. The greater part of these events is geared towards adult entertainment.

The Anaheim Convention Center and the Honda Center allow smoking outside of the facility with free re-entry. This includes the use of e-cigarettes and vaporizers. However, if you have ever attended a concert at the Honda Center, Anaheim Stadium or Verizon Amphitheater you know that the facilities are filled with smoke, from cigarettes, vaporizers and marijuana.

There have been 0 smoking complaints at the OCFEC in the last few decades. Paradise Cigars and our 35 year customer base that includes 10s of thousands of customers ask that the current effective smoking policy be left in place.

Thank you so much  
Mike Robbins  
Paradise Cigars  




## **Board of Directors Agenda Report**

MEETING DATE: DECEMBER 18, 2014 ITEM NUMBER: 9A

**SUBJECT:** Committee / Task Force / Liaison Reports

**DATE:** December 12, 2014

**FROM:** Ashleigh Aitken, Board Chair

**PRESENTATION BY:** Ashleigh Aitken, Board Chair

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### **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 agendized for a future Board meeting.

- i. Centennial Farm Foundation Board (Director Mouet)
- ii. Workers Memorial Task Force (Director Berardino, Vice Chair Aitken)
- iii. Financial Monitoring Committee (Director Mouet, Director Bagneris)
- iv. 2015 OC Fair City Liaison Committee (Director Mouet)
- v. Veteran's Memorial Task Force (Director Berardino, Director La Belle)
- vi. OCFEC Educational & Agricultural Foundation Task Force (Director Mouet, Director Bagneris)
- vii. CEO Search Task Force (Vice Chair Aitken, Director Berardino)
- viii. Legislative Monitoring Task Force (Director La Belle, Director Cervantes)
- ix. OCC/OCFEC Parking Structure Task Force (Director Tkaczyk, Director Ruiz)
- x. Organizational Needs Assessment Task Force (Director La Belle, Director Nguyen)
- xi. OCFEC Tenant Relations Task Force (Director Tkaczyk)



## **Board of Directors Agenda Report**

MEETING DATE: DECEMBER 18, 2014 ITEM NUMBER: 9B

**SUBJECT:** Orange Coast College/OCFEC Parking Structure Update

**DATE:** December 12, 2014

**FROM:** Doug Lofstrom, OCFEC CEO

**PRESENTATION BY:** Doug Lofstrom, OCFEC CEO

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

Members of the College Park community will be providing a short presentation addressing their concerns related to the Orange Coast College proposed parking structure at Fairview and Arlington on Association property.



## **Board of Directors Agenda Report**

MEETING DATE: DECEMBER 18, 2014 ITEM NUMBER: 9C

**SUBJECT:** Board and Executive Management Team Training Regarding the Bagley-Keene Act, Ethics Training, and Conflict of Interest – Presentation by Counsel

**DATE:** December 12, 2014

**FROM:** Doug Lofstrom, OCFEC CEO

**PRESENTATION BY:** Doug Lofstrom, OCFEC CEO

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

Presentation by counsel to be conducted during the Board meeting in compliance with OCFEC Policy 4.5.2.C.

## Conflicts of Interest Gifts

December 18, 2014  
32<sup>nd</sup> District Agricultural Association  
Presented by Randall W. Keen

### Overview of Topics

#### Conflicts of Interest

- Political Reform Act
- Government Code Section 1090
- Recusal Requirements
- Disclosure Requirements

#### Gifts

- Limits
- Reporting

## Ethical Standards Generally

3

Combination of statutes and common law

Public officials must avoid even the appearance of acting in their self interest

Laws are minimum standards. The press often questions conduct that is legal and allowed.

- “Doesn't he realize the appearance is terrible?” said Bob Stern, president of the Center for Governmental Studies. “When you're taking gifts from strangers, there's only one reason. They only give gifts because they want something.” *Baca Has Raked in \$120,000 in Gifts Since Becoming Sheriff*, Los Angeles Times, April 30, 2011.

manatt

## Conflicts of Interest -- General Rule

4

Public officials must make decisions in the public interest, not in their own financial interest.

Even the appearance of a conflict is to be avoided.

manatt

## Conflicts of Interest under the Political Reform Act

5

General Rule: No public official may make, participate in making or use his or her official position to influence the making of a governmental decision at any stage, in which the official or his or her immediate family has a financial interest.

You have a conflict of interest with respect to a government decision if it is sufficiently likely that the outcome of the decision will have an important impact on your economic interests

manatt

## Do You Have an Economic Conflict under the PRA? 8 Step Analysis

6

Are you a public official under the PRA?

- → Board member, executives and staff identified in Food and Agriculture's Conflict of Interest Code ("COI Code")

Involved in the decision?

- Make → includes voting
- Participate → advise, recommend
- Influence → communicate

manatt

## Do You Have an Economic Conflict under the PRA? 8 Step Analysis (cont.)

7

Are your economic interests involved in the decision? (Self or immediate family)

- Investment  $\geq$  \$2,000 (exceptions for time deposits, insurance and mutual funds, et al.)
- Employment
- Real property  $\geq$  \$2,000 FMV + in jurisdiction, plus 2 miles
- Income source  $\geq$  \$500 in last 12 months (promised or provided) (several exceptions)
- Gifts  $\geq$  \$460 in 12-month period (as of January 1, 2015; increases biannually; limit until the end of the year is \$440)
- Personal financial effect  $\rightarrow$  if own or family's finances will be impacted at all

manatt

## Do You Have an Economic Conflict under the PRA? 8 Step Analysis (cont.)

8

If you get this far, stop and ask for advice from legal counsel

manatt



## Recusal Requirement

9

### Board member: Disqualified from voting or participating

- Must publicly declare the specific interest
- Refrain from participating as board member and leave the room unless public participant

### Employees:

- Should disclose the interest to management; President should disclose his own conflict to Board
- Cannot participate in any manner

manatt

## Effect of Violation of PRA Depends on Offense/Circumstances

10

Could be charged with misdemeanor  
(conviction precludes public office for four years)

Civil fines up to \$5,000 per occurrence

Board decision rendered within four year statute of limitations period may be voided

manatt

## Conflicts of Interest in Contracting: Government Code § 1090

11

Different than PRA – limited to financial interest in a government contract

A public officer or employee may not make or participate in the process of making contracts in which he or she is financially interested.

Board members are assumed to be involved in contract decisions, even if the Board has delegated its duty and does not vote to approve a contract.

manatt

## Contracting Factual Analysis

12

Public officer or employee?

Is there a contract? Broadly defined

Involved in making a contract?

- Developing, negotiating, modifying and soliciting bids

Financial Interest?

- Direct or indirect, positive or negative.

Does an Exception Apply?

- Non-Interest
- Remote Interest

Rule of Necessity? For essential services

manatt

## Contracting Exceptions

13

### Non-Interest: List of statutory exceptions

- e.g., public services generally provided on same terms and conditions; governmental salary unless contract is with your department (still requires disclosure and notation in minutes)

### Remote Interest: List of statutory exceptions

- e.g., salary exception and follow certain procedures; prior long term relationship as supplier to contractor

manatt

## No Recusal for Board Members

14

Board members presumed to be involved in all contracts under Board's jurisdiction—disqualification not allowed, and Board cannot act.

Or, Board member can resign from the Board (and/or, potentially, irrevocably renounce interest), unless an exception applies to permit the Board to act

Staff members with potential conflict must be screened from Board action (and/or, irrevocably renounce interest)

Violation of Section 1090 can be prosecuted as a felony, result in imprisonment of the public official, fines, restitution, and a void contract.

manatt

## Common Law Conflicts of Interest

15

*In re Torres*, Cal. Ops. Att'y Gen. No. 07-807 (January 14, 2009).

- Attorney General invoked the common law conflict of interest doctrine as the basis for advising a redevelopment agency board member to recuse herself with respect to a proposed loan as to which she had no disqualifying personal financial interest under Gov't Code section 1090 or the Political Reform Act, but that would be made to her adult nondependant son who resided with her in the same apartment.
- Lesson: May have common law conflict of interest even if no statutory conflict of interest.

manatt

## Conflicts of Interest After Leaving Office

16

General Rule: Public officials may not make, participate in making, or use their official positions to influence the making of a government decision directly relating to any person with whom they are negotiating or have an arrangement concerning future employment.

Certain elected officials and employees are covered by other prohibitions after leaving office.

manatt

## Gifts

## Gifts

Gift: Anything of value that provides a personal benefit to the official for which he or she does not provide consideration of equal or greater value.

- Discounts/rebates not given to public
- Tickets
- Plaques (some exceptions)
- Flowers
- Travel, hotels, meals
- Greens fees

## Gift Limitation

18

Annual Gift Limit: No elected official, candidate or designated employee may accept gifts from a single source (including intermediaries) >\$440 in a calendar year. This increases to \$460 as of January 1.

- Board Members and senior management –limit generally applies to gifts from anybody doing or wanting to do business with the Fair

Conflicts of Interest Limit: Disqualification from participating in decisions involving source of gifts of \$440 or more in previous 12 months (\$460 as of January 1).

Includes gifts given to family members through the official, or even given directly to the family if official requests the gift for the family member or has discretion and control over who will use the gift

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## Exceptions—Not Gifts

20

From close relative or devise/inheritance

Reciprocal where “over time, each party pays for approximately his or her share of the costs;” cost of any single event is not more than \$440 (\$460 as of January 1).

Best friends forever

Hospitality in the home (if homeowner present) (unless paid for by another or deducted as business expense)

Informational material to assist in performance of duties. Includes conferences.

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## Exceptions—Not Gifts

21

Returned unused to donor within 30 days, or donate to 501(c)(3)

Personalized plaque/trophy (less than \$250)

Gifts exchanged on birthdays, holidays (proportionate in value)

Wedding gifts—not limited, but must be reported and can disqualify

Any other time where gift was clearly made because of an existing personal or business relationship unrelated to the official's position, and no evidence that the official makes or participates in the type of governmental decisions that may affect gift giver

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## Gift Exceptions—Travel

22

Some exceptions from gift limits and reporting requirements for payment for travel

Travel exceptions are very fact specific – should check with counsel before accepting any free travel or lodging

Travel exceptions have to be reviewed for any travel that may be offered, whether or not related to government position

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## Reporting Gifts

23

### Annual Reporting – Form 700

#### One Gift from Multiple Sources:

- Report if total gift is > \$50
- Must allocate the amount paid by each and report name of donor only if donor's share is > \$50

#### Multiple Gifts from one Source:

- Gifts from a single source are aggregated for reporting. If you eat 3 lunches worth \$20 each within a calendar year, then you must report each one for a total of \$60—if you eat only 2, then no reporting

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## Honoraria

24

Honoraria: Payments for any speech made, article published or attendance at a public or private conference, meal, social event or other gathering

General Rule: High-level officials and candidates may not accept ANY honoraria

Limitation: Other officials and employees may not receive honoraria from any source of income reported on Form 700

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## Honoraria Exceptions

28

### Not Reportable:

- Donated to charity without reference to official and no tax deduction
- Returned unused, reimbursed or donated to agency's general fund within 30 days

### Reportable as Income (Form 700):

- Earned income for services provided customarily in connection with business (teaching, practicing law or medicine, insurance, real estate, banking, building contracting)

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## Consequences for Gift and Honoraria Violations

28

Violation of limit or prohibition, or failure to report – FPPC could fine up to \$5,000

Violation of gift limit could implicate conflict of interest issues

Press issues – “ethics violation”

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## NO Free or Discounted Travel from Transportation Companies

27

Constitution Prohibits: free or discounted travel for personal or business travel for public officers (not employees).

Exception: Passes or discounts provided to all members of a larger group, unrelated to official's position.

Effect of Violation: Immediate forfeiture of office.

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## Statutory and Constitutional References

28

- **Conflicts of Interest** – Political Reform Act (PRA)
  - Government Code §§87100 et. seq. and regulations drafted by Fair Political Practices Commission
- **Conflicts of Interest in Contracts**–
  - Government Code §§ 1090 et seq.
- **Conflicts After Leaving Office**–PRA
  - Government Code §§87406.3, 87407
- **Gifts**–PRA
  - Government Code §§82028 (definition), 89503 (exceptions), 89506 (travel exception), 87460 (loans) and Regulations §§18940 et. seq.
- **Honoraria**–PRA
  - Government Code §§89501-02
- **Disclosure of Economic Interests**–PRA
  - Government Code §§87200 et seq
- **Discounted Travel**
  - Cal. Constitution art. XII sec. 7

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## Contact Information

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# The Bagley-Keene Open Meeting Act

December 18, 2014  
32<sup>nd</sup> District Agricultural Association  
Presented by Randall W. Keen

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## Bagley-Keene Open Meetings Act - Purpose

When a body sits down to develop its consensus, there needs to be a seat at the table reserved for the public

The legislature has provided the public with the ability to monitor and participate in the decision-making process

Some efficiency is sacrificed for the benefits of greater public participation in government

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## Overview

3

All Board meetings must be open and public

The Board must provide a notice and agenda to the public for all meetings, and usually 10 days in advance

The Board must conduct its meetings and make its decisions in public

The Board must allow all persons to attend and participate in its meetings

As of January 1, all Board votes in open session must be recorded on a rollcall basis.

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## Who has to comply with the Bagley Keene Act?

4

The Board

Advisory Bodies, if:

- Created by the Legislature, or
- Created by the Board or any member of the Board, and has three or more members

Delegated Body

- If it exercises power that has been delegated by the Board
- So, Board normally would not delegate powers to a staff committee
- Delegation to individual (President, GC) is okay

New Members

- Even before sworn in!

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## What is a Meeting?

5

Any communication among a quorum of the Board (or committee)

On a topic within jurisdiction of the Board (or committee)

Where the members discuss, debate or deliberate, or

Receive, process and discuss information

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## What is a Meeting?

6

Receive, process and discuss information

- “Study Sessions” not allowed
- “Pre-meeting briefings” not allowed
  - Can accomplish communication and comply with Bagley-Keene by using staff report, which must also be made available to the public

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## Type of Communication that Leads to a “Meeting”

7

Clarification of an issue within Board's jurisdiction

Agreement or compromise

Advance the resolution of an issue

Any aspect of deliberative process

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## Q&A

8

Prior to Board meeting, Board has lunch together in near-by restaurant with staff. Problem?

- During lunchtime conversation, Board members ask questions about agenda items. Problem?

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## Serial Meetings

9

What the Board cannot do as a group, it also cannot do through a series of communications by a majority of the members

Several contacts between Board members

Each contact involves less than a majority, but when all contacts are added up, involves a majority



Typically telephone conversations and e-mails

Can also be

- One-on-one meetings (lunch, coffee, dinner)
- Individual meetings with staff (including with attorneys)

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## Teleconference and videoconference meetings

10

Allowed, as long as each site is accessible to the public, ADA compliant, and public can hear

Sites must be noticed and at least one member of the Board must be at each location

Agenda must be provided and public allowed to speak from each location

Votes by roll call

So, if Board member will participate by conference call from home, home must be open to the public, ADA compliant, facility set up for public participation, and agenda posted and available

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## What is Not a Meeting?

11

Individual contacts between a Board member and the public

One-way transmission of information from President, General Counsel, or staff

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## What is Not a Meeting?

12

Majority of members at a:

- Conference open to the public and of general interest to persons in a given field
- Local public meeting
- Open meeting of another body
- Social gatherings or ceremonial event

**BUT – no shop talk!** Cannot discuss Board matters at these events

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## Notice and Agenda Requirements

13

Must send to everyone who has requested a copy (there are usually standing requests)

Must be given and also posted on the Internet at least 10 days before a regular meeting

Must state time and place of meeting

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## Agenda

14

Brief general description (less than 20 words) of each item to be discussed or transacted

- Includes both open session and closed session items (discussed below)

Must provide enough information that public can decide whether to participate

Board may not discuss or act on matters not included in the agenda

New issues (raised by board, staff or public during the meeting) may be included in next meeting's agenda

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## Additions to Agenda

18

After agenda is posted, new items may be added to the agenda only where:

- Board concludes the topic qualifies for an emergency meeting, or
- There is a need for immediate action and the need for action came to the attention of the Board after the agenda was mailed
  - At the meeting, Board must make this finding before taking action on the item
  - Action on the item requires a two-thirds vote of the Board, or unanimous vote if less than two-thirds of the members are present

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## Additions to Agenda

18

Notice of the added item must be provided as soon as practicable and at least 48 hours before the meeting:

- to each Board member
- to all parties that have requested notice of the meetings
- to newspapers of general circulation and radio or television stations
- to all national press wire services
- on the Internet as soon as is practicable

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## Special meetings

17

Can be called with 48-hours notice by the Chair or by a majority of the members

- If the 10-day notice would impose a substantial hardship on the Board or if immediate action is required to protect the public interest; and
- For one of these purposes **only**:
  - To provide for an interim executive officer upon the death, incapacity, or vacancy in that office
  - To consider
    - » Pending litigation
    - » Proposed legislation
    - » Issuance of a legal opinion.
    - » Disciplinary action involving officer or employee.
    - » Purchase, sale, exchange, or lease of real property.
    - » To consider a response to a confidential final draft audit from the Bureau of State Audits

No other business can be considered at a special meeting

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## Notice of Special Meeting

18

Similar to addition to agenda - notice must be provided:

- as soon as practicable and at least 48 hours before the meeting:
  - to each Board member (can waive at or before the meeting)
  - to all parties that have requested notice of the meetings
  - to newspapers of general circulation and radio or television stations
  - to all national press wire services
- on the Internet as soon as is practicable

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## Board finding for Special Meeting

18

Board must find either that the delay necessitated by providing notice 10 days prior to a meeting would cause a substantial hardship on the Board, or that immediate action is required to protect the public interest.

- Requires two-thirds vote (six members), or, if less than two-thirds are present, a unanimous vote of those members present.
- If the Board does not make the finding, the meeting must terminate.

Finding must state the specific facts that constitute the hardship to the body or the impending harm to the public interest.

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## Emergency meetings

20

Not used very often

Can be called without the 10-day or 48-hour requirements

Only if there is an “emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities”

“Emergency situation” (as determined by a majority of the members)

- Work stoppage or other activity that severely impairs public health or safety, or both
- Crippling disaster that severely impairs public health or safety, or both

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## Staff reports and background materials (for agenda items)

21

Must be made available to the public upon request (no delay) unless exempt from disclosure under the Public Records Act.

Must be available for “public inspection” at the meeting. If there are not enough copies available at a meeting for everyone who asks for a copy, one copy should remain available at the meeting for inspection, and additional requests for materials can be processed after the meeting.

Documents submitted by public must be available for public inspection after the meeting

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## Meetings are Open and Public

22

All meetings are open to the public

ADA compliant facilities

All votes are open; no secret ballots

Two new requirements under AB 2720 (2013 Ting):

- As of January 1, 2015, the Board must report the vote or abstention of each member present on each open session action. This essentially requires a roll call vote on each action;
- The Board must publicly report the actions it has taken. This Board already provides minutes of each meeting, and the minutes already reflect actions taken by the Board. As of January 1, the roll call vote information will need to be made available as well.

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## Meetings are Open and Public

23

Cannot **require** those attending to register their names or provide other information as a condition of attending meeting

Can provide a voluntary sign-in sheet, as long as the sheet clearly notes that it is voluntary, and that persons may attend whether he or she signs or not

- The Board utilizes a sign-in sheet that clearly states:

### **Signing this document is voluntary.**

All persons may attend this meeting regardless of whether a person signs or completes this form.

If attendees are required to sign into a guard station when entering the building, guards cannot provide list to Board members

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## Meetings are Open and Public

24

Right to record the meeting with an audio or video tape recorder or stenographer, or take photographs, unless

- reasonable finding by the Board that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings

Right to broadcast open and public meetings, unless:

- Reasonable finding that the broadcast cannot be accomplished without noise, illumination, or obstruction of view that would constitute a persistent disruption of the proceedings.

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## Public Comment

28

The Board must take public comments on agenda items

- Before or during board discussion
  - Must allow critical comments
- Time allowed
  - Reasonable regulations may be adopted
  - Per speaker
  - Overall time allowed

Can (but not required to) also accept general public comments on issues under Board's jurisdiction

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## Board Discussions on Items not on Agenda

28

Response to Public Comment on Items Not on Agenda

- May make a brief response to statements or questions permitted, but no discussion or action
- May ask questions for clarification
- May refer the matter to staff for:
  - Information
  - Request to report back
  - Direct to place matter on a future agenda

May briefly announce or report on member's own activities

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## Closed Sessions

27

Items must be listed on regular agenda and properly noticed

- Agenda should cite the statutory authority for the closed session

Before convening into closed session:

- Board must announce the issues that will be considered - can be done by referencing the item listed on the agenda.

After completing closed session, Board must reconvene in public

- No report on action taken. Actions to hire or fire must be reported at a subsequent public meeting.

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## Closed Sessions

28

Should only be attended by Board and persons who are directly involved in the closed session as part of their official duties

Must keep minutes of the closed sessions

- Confidential, disclosable only to the Board or to a reviewing court

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## Closed Session – Real Estate

29

To advise the Board's negotiator in situations involving real estate transactions and in negotiations regarding price and terms of payment

Must identify the specific parcel in question and the party with whom negotiating

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## Closed Session –Pending Litigation

30

"Litigation" includes adjudicatory proceedings held in either judicial or administrative forums

Litigation is "pending" where:

- The Fair is a party to existing litigation;
- Under existing facts and circumstances, the Fair has substantial exposure to litigation; or
- Board will discuss whether to initiate litigation

Attorney must be present during entire closed session discussion of the pending litigation.

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## Closed Session – Pending Litigation

31

Closed session may be used to:

- Hear advice from counsel
- Make litigation decisions (filing or responding to an action, strategy, settlement terms, etc.)
- Counsel for the Board must prepare and submit a memorandum stating the specific reasons and legal authority for the closed session

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## Closed Session – Pending Litigation

32

All other attorney-client communications must either be accomplished in open session or through a written privileged communication by counsel to the board members.

- If topic is not one of three topics eligible for closed session discussion, board members may discuss legal advice in open session only
- Reference to, and some discussion of, confidential attorney-client privileged communication in open session should not constitute waiver of attorney-client privilege

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## Closed Session –Personnel Exception

33

Does not apply to issues Board members may have with each other

Appointments, employment, evaluation of performance, discipline or dismissal, hear charges or complaints about an employee's actions

- Applies to employees and the President
- Final action on compensation decisions should be made in open session

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## Enforcement

34

Legal action to void Board action

- Can be filed by any interested person
- Must be filed within 90 days of the decision or action that allegedly violated the Act
- Common allegations:
  - Serial meeting
  - Unauthorized closed session
  - Improperly noticed meeting
- Board can cure and correct alleged violations before or during litigation

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## Enforcement

38

Court cannot void certain actions:

- An action in connection with the issuance of notes, bonds or other indebtedness
- An action that resulted in a contract where other party has detrimental reliance
- Action in connection with the collection of taxes
- Where there has been substantial compliance with the requirements of the Act

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## Contact Information

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## **Board of Directors Agenda Report**

MEETING DATE: DECEMBER 18, 2014 ITEM NUMBER: 9D

**SUBJECT:** Review and Approve 2015 OCFEC Operating Budget & Capital / Major Projects Plan

**DATE:** December 12, 2014

**FROM:** Sharon Augenstein, OCFEC CFO

**PRESENTATION BY:** Sharon Augenstein, OCFEC CFO

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### **RECOMMENDATION**

Review and approve 2015 OCFEC Operating Budget & Capital / Major Projects Plan.

### **BACKGROUND**

See attached.

# OC Fair & Event Center



2015 Operating Budget and  
Capital & Major Projects  
Expenditure Plan

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# **OC Fair & Event Center**

## **2015 Proposed Operating Budget and Capital & Major Projects Expenditure Plan**

### **Budget Overview**

## Executive Summary

I am pleased to present the 2015 Operating and Capital Budget. The foundation for the 2015 Operating and Capital Budget is value enhancement and investment in programs as well as the facility. While a budget at best is a snapshot in time, the projections contained in the document were derived from years of past performance data and a professional staff with significant event center experience and commitment to the OC Fair.

Revenue projections are based on a four-year averaging approach and expenses are based on a 3% increase over the prior year to account for an increase in the cost of goods and services plus incremental dollars for additional anticipated programs especially in light of the fact in 2015 we celebrate the 125<sup>th</sup> anniversary of the OC Fair.

2014 was another strong year for this organization and 2015 promises to be as meaningful with the celebration of 125<sup>th</sup> OC Fair...ONE BIG PARTY...and a new CEO guiding the organization. The transition of leadership will be focused on maintaining continuity for operations and keeping the momentum going. In other words...a smooth and methodical transition. I anticipate in 2015 Board and Staff will work on future planning, addressing the critical needs of the product from a customer's perspective, enhancing value and investment in the facility.

The 2015 Operating and Capital Budget was developed in accordance with the governing policies set forth by the Board of Directors in 2008. I believe it is an accurate portrayal of our financial plan for 2015 and how we can achieve financial success.

Respectfully submitted,



Doug Lofstrom  
CEO

## FINANCIAL PLANNING & BUDGETING POLICY MONITORING REPORT

TO: OCFEC Board of Directors  
FR: Doug Lofstrom, CEO  
RE: INTERNAL MONITORING REPORT – FINANCIAL PLANNING & BUDGETING

### Monitoring on Policy 2.5: **FINANCIAL PLANNING & BUDGETING**

I hereby present my monitoring report on your Management Limitations policy 2.5 (Financial Planning & Budgeting) in accordance with the monitoring schedule set forth in Board policy. I certify that the information contained in this report is true.

Signed  , CEO Date: December 15, 2014

**BROADEST POLICY PROVISION: Financial planning for any fiscal year or the remaining part of any fiscal year will not deviate materially from the Board's Ends priorities, risk financial jeopardy, or fail to be derived from a multi-year plan.**

**CEO INPRETATION:** My responsibility is to ensure that financial plans for our Association support the priorities of the Board while protecting the long-term viability of the organization. I believe the added provisions of the policy comprehensively define this broad policy statement. Therefore, additional interpretations and reporting data appear below.

**POLICY PROVISION #1: The CEO will not prepare, present or allow budgets that risk incurring those situations or conditions described as unacceptable in the "Financial Condition and Activities" Board Policy.**

**CEO INTERPRETATION:** Policy 2.3 describes unacceptable conditions that I am responsible for preventing. These conditions relevant to financial planning include expending more funds than are received; maintaining a liquidity requirement of 25% of annualized operating expenditures; encumbering the organization for amounts exceeding \$50,000 (with policy exception for talent guarantees up to \$300,000); and accepting revenues from sources not consistent with the mission and values of the Association.

**REPORT:** The proposed 2015 budget projects a positive operating cash flow of \$3.9 million.

The plan also projects that the 25% liquidity requirement will be fulfilled in 2015. Given the current reserve balance, it is unlikely that the liquidity requirement would be at risk during the year. However, should the seasonality of cash flows cause a temporary deviation from the liquidity requirement at some point during the year, it will be highlighted as an exception in the applicable quarterly Financial Condition and Activities monitoring report.

The proposed 2015 budget does not provide for the borrowing of funds.

The proposed budget document includes itemization of all contracts provided for in the budget which are expected to be above the CEO's approval authority of \$50,000.

There are no significant new revenue sources anticipated in the 2015 budget, therefore all revenue sources continue to be consistent with the mission and values of the Association, and with the Board's Ends priorities.

The proposed 2015 budget does not risk incurring unacceptable situations or conditions as described in Policy 2.3 (Financial Condition and Activities). **I therefore report compliance.**

**POLICY PROVISION #2** The CEO will not prepare, present or allow budgets that omit credible projection of revenues and expenses for each of the business units (Self-Produced Events, Year-Round Events, Pacific Amphitheatre and Support Services/Outreach), separation of capital and operational items, cash flow, and disclosure of planning assumptions.

**CEO INTERPRETATION:** It is my responsibility to develop and present a sound budget that includes logical projections and planning assumptions, and to provide sufficient information to the Board for review and approval of the proposed budget.

**REPORT:** The 2015 proposed budget document includes documentation of the planning assumptions underlying the plan for next year. Most items are budgeted to be consistent with 2014 plus adjustments for significant known discontinued activity and incremental investment in expenses that will enhance the customer's experience (i.e. new/125<sup>th</sup> Celebration exhibits, entertainment and Pac Amp Plaza programming). Capital and operational items are presented separately in the budget document, and a cash flow summary is included. **I therefore report compliance.**

**POLICY PROVISION #3** The CEO will not prepare, present or allow budgets that plan the expenditure in any fiscal year of more funds than are conservatively projected to be received.

**CEO INTERPRETATION:** For the financial well-being of the organization, and in order to build and maintain OCFEC's reserve funds, it is my responsibility to conservatively plan for positive operating cash flow in the year. Conditions which were not anticipated or within OCFEC's control may cause situations resulting in negative operating cash flow, but those would be exceptions to the plan.

**REPORT:** The proposed 2015 budget projects a positive operating cash flow of \$3.9 million. For the Board's approval, I recommend incremental investment in 2015 utilizing reserves to address the critical needs of the product from a customer's perspective, enhancing value and investment in the facility. Major projects & capital expenditures of \$1.2 million are proposed in addition to \$3.8 million in major facility investments in the Pac Amp, Veterans Exhibit, Agriculture Workers' Memorial, Parking Lot maintenance and the Action Sports Arena, and \$4.4 million for the completion of the Pacific Amphitheatre Renovation Project. The plan is anticipated to meet the requirement of generating a positive operating cash flow. **I therefore report compliance.**

**POLICY PROVISION #4** The CEO will not prepare, present or allow budgets that provide less for Board activities during the year than is set forth in the Cost of Governance policy.

**CEO INTERPRETATION:** It is my responsibility to ensure that funds are available for the Board to conduct its activities.

**REPORT:** Policy 4.8 (Governance Investment) has not been updated for 2015. The following amounts are funded in the 2015 budget, based on recent expense trends: up to \$67,500 for board-hosted ownership linkage/outreach events; up to \$11,600 for board meeting costs, awards, plaques and recognitions. **I therefore report compliance.**

## 2015 Proposed Budget Summary

(\$ in millions)

Business Unit	2015 Budget
<b>Self-Produced Events *</b>	
Revenue	\$22.9
Expense	12.9
Net Contribution	\$10.0
<b>Year-Round Events</b>	
Revenue	\$6.3
Expense	2.8
Net Contribution	\$3.5
<b>Pacific Amphitheatre</b>	
Revenue	\$6.0
Expense	4.9
Net Contribution	\$1.1
<b>Support Services/Outreach</b>	
Revenue	\$0.3
Expense	10.9
Net Contribution	-\$10.6

<b>2015 Budget Summary</b>	
Revenue	\$35.4
Expense	31.5
<b>Cash from Operations</b>	<b>\$3.9</b>

<b>2015 Projected Beginning Cash Position</b>	<b>\$29.1</b>
Plus 2015 Budgeted Cash from Operations	3.9
Less Major Projects	-0.5
Less Capital Projects	-4.5
Less Pac Amp Renovation Completion	-4.4
Less Carnival Projects (Restricted Capital)	-0.8
<b>2015 Projected Ending Cash Position</b>	<b>\$22.8</b>

Liquidity Requirement (25% of Expense)	\$7.9
Other Restricted Capital (Carnival)	0.0
<b>Total Restricted Cash</b>	<b>\$7.9</b>

<b>Total Cash Available for Investment</b>	<b>\$14.9</b>
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\* Self-Produced Events includes Fair and Imaginology

## 2015 Budget by Business Unit (\$ in millions)

Business Unit	2011 Actual	2012 Actual	2013 Actual	2014 Budget	2014 Forecast	2015 Budget
<b>Self-Produced Events</b>						
Revenue	21.9	22.0	23.5	21.1	24.9	22.9
Expense	11.6	11.6	11.4	12.8	11.7	12.9
Net Contribution	10.3	10.4	12.1	8.3	13.2	10.0
<b>Year-Round Events</b>						
Revenue	6.2	6.6	6.8	5.6	7.3	6.3
Expense	2.4	2.4	2.3	2.4	2.4	2.8
Net Contribution	3.8	4.2	4.5	3.2	4.9	3.5
<b>Pacific Amphitheatre</b>						
Revenue	6.1	6.4	6.5	5.9	5.9	6.0
Expense	4.4	4.5	4.6	4.7	4.5	4.9
Net Contribution	1.7	1.9	1.9	1.2	1.4	1.1
<b>Support Services/Outreach</b>						
Revenue	0.3	0.4	0.4	0.3	0.3	0.3
Expense	7.5	8.6	9.2	9.8	9.8	10.9
Net Contribution	-7.2	-8.2	-8.8	-9.5	-9.5	-10.6
<b>Budget Summary</b>						
Revenue	34.5	35.3	37.2	32.9	38.4	35.4
Expense	25.8	27.0	27.4	29.7	28.4	31.5
Net Contribution	8.7	8.3	9.8	3.2	10.0	3.9

### Significant 2015 Planning Assumptions

- Revenue is budgeted based on a 4 year average of 2010-2013 experience plus adjustments for the elimination of Block Party, lawn seating in the Pacific Amphitheatre, Barrett Jackson, Centennial Farm CDFA Grant Program, Fair Preview Night (donations solicited by the Board) and a reduction in rent from the OC Market Place.
- Full time permanent labor is budgeted at 100% for the entire year for all approved positions, including State directed increases. No new permanent headcount is reflected in the budget. Increases in PERS (14%) and workers comp (1%) are also reflected in the budget.
- Temporary labor is budgeted at 2014 budget plus \$394K to incorporate labor required to support Pacific Amphitheatre Plaza and 125<sup>th</sup> Celebration exhibits and entertainment, Year Round events/activity and the transition of the CEO.
- The basis for Non-Labor expenses in 2015 is the projected 2014 spend plus 3%. To this, approximately \$500K in headliner expense for the Pacific Amphitheatre and approximately \$600K to support Pacific Amphitheatre Plaza and 125<sup>th</sup> Celebration exhibits and entertainment are added plus adjustments for other known commodity increases.
- Year-Round Events business unit absorbs Market Place revenue and expenses effective 2015.
- Sponsorship of WFA and Maintenance Mania are maintained at 2014 budget levels (\$30K and \$6.5K respectively for the 2016 conference year).

# **OC Fair & Event Center**

## **2015 Proposed Budget**

### **Proposed Capital & Major Projects Expenditure Plan**

## Master Plan, Major Maintenance & Equipment Projects

In addition to Master Plan and Major Projects approved individually by the Board, OCFC has adopted an annual commitment to fund large recurring maintenance projects in order to continuously cycle improvements to parking lots, restrooms, buildings, and the replacement of equipment. For 2015 the currently prioritized list of the projects is listed below. Throughout the year, as conditions change, some of these projects may be postponed and other projects substituted in within the CEO's authority level. Any new projects in excess of \$50K will be brought to the Board for review and approval.

In addition to the projects listed below, the 2015 capital expenditure plan includes funds to facilitate the completion of the Pacific Amphitheatre Renovation Project at \$4.4M.

<b>Area</b>	<b>Project</b>	<b>Budget</b>
Pac Amp	Seat Replacement	\$1,500,000
Master Plan	Veterans Exhibit	1,000,000
Other	Agriculture Workers' Memorial (Remaining)	111,000
<b>Total</b>		<b>\$2,611,000</b>
Parking Lot Maintenance	Lot B Slurry & Seal	\$350,000
Parking Lot Maintenance	Gate 2 Drive Lane Asphalt Repair	150,000
Parking Lot Maintenance	Lot C Slurry & Stripe	100,000
Parking Lot Maintenance	Lot D Seal & Stripe	100,000
<b>Total</b>		<b>\$700,000</b>
ASA	Re-Roof & Structural Repairs	\$210,000
ASA	Painting	180,000
ASA	Asphalt Repair & Replace	60,000
<b>Total</b>		<b>\$450,000</b>
Buildings	Century Barn Replacement	\$180,000
Buildings	Ranch Building Remodel for New Staff Workspace	88,000
Safety	Digital Hand Radios	84,000
Safety	Parking Signage	80,000
Safety	Parking Lot Automated Lighting Control	80,000
Safety	Replace Parking Lot Bollards with K-Rails	80,000
Equipment	Portable Generator - Emergency Backup	60,000
Buildings	Maint Yard Women's Restroom Remodel	50,000
Pac Amp	Fall Protection System	45,000
Equipment	Utility Cart Bodies	40,000
Equipment	Parking Truck	30,000
Run Off Management	EQC Canopy @ Wash Rack	30,000
Painting	Baja Blues Exterior	30,000
Equipment	Steam Cleaning/Jetter Trailer	27,000
Outside Area	Solar Cart Parking/Charging Station	25,000
Pac Amp	Step Lights Replacement/Repair	25,000
Buildings	Arena Restroom Trailer Remodel	25,000
Equipment	Trash Cans for new Pac Amp Plaza	12,000
Safety	Exterior Restroom Countertop Replacements	22,000
IT Projects	Website Redesign	20,000
Run Off Management	Maintenance Yard Enviro Valves	20,000
Safety	EQC Replace Horse Shoer Roof	20,000



Area	Project	Budget
Equipment	Exhibit Equipment	\$20,000
Buildings	Bldg 15 Educational Bldg Floor Replacement	18,000
Equipment	ADA Compliant Picnic Tables	18,000
Equipment	Towable Portable Compressor	18,000
Run Off Management	Clarifiers	18,000
Equipment	Event Ops and Safety & Security Carts	16,000
Safety	Parking Shelter Study	15,000
Pac Amp	Pit Barricades for Crowd Control	12,000
Equipment	Plastic Barricades	12,000
Buildings	Arlington Restroom Trailer Removal	10,000
Electrical	Campground Infrastructure	9,000
<b>Total</b>		<b>\$1,239,000</b>
<b>Total 2015 Projects</b>		<b>\$5,000,000</b>
<b>Major Projects</b>		<b>\$516,000</b>
<b>Capital Projects</b>		<b>\$4,484,000</b>

#### Additional Projects in Queue

Area	Project	Budget
Master Plan	Strategic Plan/Business Plan/Master Plan/CEQA	\$ TBD
Master Plan	Pac Amp Restrooms/ADA Path of Travel	1,000,000
Master Plan	Perimeter Security/Fencing	300,000
Master Plan	Campground Restroom	240,000
Master Plan	Arlington Block Wall (by ASA)	70,000
<b>Total</b>		<b>\$1,610,000</b>
Buildings	Arena Restroom Trailer Replacement	\$300,000
Buildings	Building 10 Roofing Solution	300,000
Buildings	Arena Restroom Remodel	170,000
Outside Area	Parking Lot LED Conversion	140,000
Farm	Centennial Farm Pipe Corral	80,000
Parking Lot Maintenance	Ranch / Livestock Asphalt Repair	65,000
Painting	Santa Ana Pavilion Interior	55,000
Painting	Costa Mesa Interior	45,000
Equipment	Scissor Lift	40,000
Parking Lot Maintenance	Gate 10 Asphalt Repair	40,000
Electrical	Portable Electrical Panels	30,000
Painting	Bldg 14 Interior & Exterior	30,000
Painting	Bldg 12 Exterior	30,000
Equipment	4x4 Dumpsters (qty 10)	25,000
Pac Amp	Asphalt Color Seal	25,000
Parking Lot Maintenance	Ranch Asphalt Dirt Road	25,000
Painting	Bldg 16 Exterior	20,000
Buildings	Silo Building Flooring Replacement	20,000
Painting	Bldg 15 Exterior	15,000
Equipment	Air Compressor - Maintenance Yard	15,000
Buildings	Bldg 10 Women's Restroom Exhaust Fans	14,000
Buildings	Event Ops Building Paneling Replacement	13,000

<b>Area</b>	<b>Project</b>	<b>Budget</b>
Outside Areas	Bird Abatement	\$9,000
Pac Amp	Basement Ventilation	9,000
Outside Areas	Perimeter Irrigation System	8,500
Equipment	Trencher	7,000
<b>Total Additional Projects</b>		<b>\$1,530,500</b>

<b>Total All Projects</b>		<b>\$8,140,500</b>
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**Restricted Capital - RCS (\$0.8M  
Balance)**

<b>Area</b>	<b>Project</b>	<b>Budget</b>
Carnival	Interior Ground Seal	\$170,000
Carnival	Lot G Asphalt Repair, Replace, Slurry & Stripe	250,000
Carnival	Family Fairway Islands - Replace Grass w/Turf	90,000
Carnival	Light Tower	50,000
Carnival	Lot I/A Tree Line Improvement	220,000
<b>Total Carnival</b>		<b>\$780,000</b>

**OC Fair & Event Center**

**2015 Proposed Budget**

**Policy Considerations for  
Board Approval**

## Pricing Proposal: Fair Admission Pricing

### RECOMMENDATION

No change from 2014 pricing is recommended for 2015.

	2014 Single Ticket Admission Price
Adult	\$12
Youth/Senior	\$7

### BACKGROUND

In June 2007, the Board approved a 5 year business plan for 2008-2012, with the Fair Business Unit portion of the plan to include a series of four \$1 Adult and two \$1 Senior and Child increases over the term of the plan. With the increases taken in 2014, all Adult and Senior/Child increases have now been implemented.

### ANALYSIS

Current pricing of the Adult General Admission results in a price point lower than the two other major Southern California Fairs (LA County and San Diego) which ranged from \$12-\$19 in 2014.

To further validate the recommendation for 2015, the full price admission charge for the top ten fairs in the United States (as of 2012) was evaluated:

2014

Fair	Adult	Senior	Child
1. State Fair of Texas	17	13	13
2. Houston Livestock Show	10		5
3. Minnesota State Fair	13	11	11
4. San Antonio Stock Show	10	5	5
5. Eastern States Exposition	15		10
6a. LA County Fair - Weekdays	12	10	8
6b. LA County Fair - Weekends	19	15	12
7. San Diego County Fair	14	8	8
8. OC Fair	12	7	7
14. Iowa State Fair	11		5
17. Western Washington Fair	12.50	9	9
Average	13	10	8

Increase from 2013

Fair	Adult	Senior	Child
1. State Fair of Texas	0%	0%	0%
2. Houston Livestock Show	43%		25%
3. Minnesota State Fair	8%	10%	10%
4. San Antonio Stock Show	0%	0%	0%
5. Eastern States Exposition	0%		0%
6a. LA County Fair - Weekdays	0%	0%	0%
6b. LA County Fair - Weekends	0%	0%	0%
7. San Diego County Fair	0%	0%	0%
8. OC Fair	9%	-13%	17%
14. Iowa State Fair	0%		0%
17. Western Washington Fair	0%	0%	0%
Average	4%	0%	3%

OC Fair general admission pricing is below San Diego, LA and the average of the top 10 US Fairs. Three of the top 10 took a price increase in 2014, including the OC Fair. Given the emphasis on increasing customer perceived value in 2015, OCFEC's pricing compares favorably to other like events both locally and nationally.

A review of four local Southern California amusement attractions revealed admission price increases taken by all in 2014, after 3 of the 4 attractions took a price increase in 2013 and all took a price increase in the prior year, 2012. While other attractions have taken increases, OCFEC's position to keep prices stable for 2015 is expected to resonate favorably with our customers.

Ticket Type	OC Fair 2014	2014 Paid Gate Admission	Disneyland	Sea World	Legoland	Knott's
Adult	\$12.00	472,000	\$96.00	\$86.00	\$85.00	\$65.00
Senior	n/a	n/a	n/a	n/a	n/a	n/a
Youth/Senior	\$7.00	94,000	n/a	n/a	n/a	\$35.00
Youth	n/a	n/a	\$90.00	\$80.00	\$75.00	n/a
Discount	42%		6%	7%	12%	46%
Total						
Note: increases taken in 2014	\$1/\$1/-/\$1		\$4/\$4 (4.3%; 4.7%)	\$7/\$9 (8.9%; 12.7%)	\$7/\$7 (9.0%; 10.3%)	\$3/\$2 (4.8%; 6.1%)
Note: increases taken in 2013	\$0		\$5 (5.7%; 6.2%)	\$1 (1.3%; 1.4%)	\$0	\$2 (3.3%; 6.5%)
Note: increases taken in 2012	\$0		\$7 (8%-10%)	\$8 (11%-13%)	\$9 (11%-14%)	\$13/\$6 (21%-27%)

In addition to discount programs offered in the market (i.e. Cities Days coupons, etc.), fairgoers will continue to have the opportunity to obtain free or discounted pricing through a robust gate promotions program. 2015 gate promotions include:

Opening Day	Free First Hour (noon-1 pm)	Free admission and parking
Wednesdays	We Care Wednesday (noon-3 pm)	Free with donation
Thursdays	Kids' Day	Free all day (12 and under)
Fridays	Seniors' Day	\$5 admission + free Ferris Wheel & Merry-Go-Round rides
Fri/Sat/Sun	OCTA Fair Express	\$3 admission, \$2 each way on OCTA direct bus
Sat/Sun	Rise and Shine (10-11 am)	\$3 admission
Full Run	Children 0-5 Free	Free admission
Full Run	Active Military & Veterans Free	Free admission with ID
Full Run	Super Pass	Presale Period 1 - \$25 Adult / \$18 Youth/Senior Presale Period 2 - \$30 Adult / \$23 Youth/Senior Regular Price - \$35 Adult / \$28 Youth/Senior
Full Run - NEW	Farm to Fair	\$1 child admission (with coupon) & Carnival Read 'n Ride form to all students who tour Centennial Farm during the school year

**FINANCIAL IMPACT**

None

## Pricing Proposal: Fair Parking Pricing

### RECOMMENDATION

No change from 2014 pricing is recommended for 2015.

### BACKGROUND

A \$3 price increase for Fair General Parking was taken in 2014 resulting in a parking fee of \$10 per space, and previously a \$2 price increase was taken in 2010.

### ANALYSIS

A review of parking space fees for local venues and popular Southern California attractions indicate a minimum charge of \$10 per space (Angel Stadium and San Diego Fair) which matches the OC Fair pricing. All other venues charge \$15 or more per space, \$5 more than the price offered at the OC Fair.

Angel Stadium	\$10 game day, \$20 > 20 feet
Honda Center	Concerts -> \$20 general/\$25 preferred Ducks-Family-Sports -> \$16 general/\$25 preferred <i>(\$1 increase on general in 2014)</i>
Knotts	\$15 general; \$20 RV/bus
Disneyland	\$17 cars & motorcycles, \$22 oversized w/o trailers, \$27 buses & tractors w/oversized trailers <i>(\$2 increase in 2014)</i>
Seaworld	\$16 cars, \$21 RVs-campers, \$11 motorcycles, \$21 preferred <i>(\$1 increase in 2014)</i>
Legoland	\$15 cars, \$20 campers/RVs, \$5 motorcycles, \$25 preferred <i>(\$3 increase on general &amp; \$5 increase on campers/RVs/preferred in 2014)</i>
San Diego Fair	\$10 cars & motorcycles, \$20 RVs-motor homes, \$20 preferred <i>(\$5 increase on RVs/preferred in 2014)</i>
LA County Fair	\$15 <i>(\$3 increase on weekday parking in 2014)</i>
Huntington City Beach	\$15 per space
Balboa/CDM Beach	\$15 per space, \$7.50 motorcycles, \$25 peak holidays

### FINANCIAL IMPACT

None

## Contracts Exceeding \$50,000

By policy of the Board, the CEO is expressly authorized to approve and execute any contract up to \$50,000. The following contracts encumbering over \$50,000 in 2015 are included in the 2015 operating budget and unless materially modified are considered to be approved by the Board via the budget process, and may be executed by the CEO.

CONTRACTOR	DESCRIPTION	TERM	2015 Encumbrance (Not to Exceed)
A1 Event & Party Rentals	Tenting, Drapery & Furniture Rentals	<b>02/01/15 - 01/30/17</b> (Total Term: 2/1/15 - 1/30/17 with three 1-year options to renew)	\$291,000
CCS Orange County Janitorial, Inc. dba Commercial Cleaning Systems	Facility and Venue Cleaning Services	<b>04/01/14 - 03/31/16</b> (Total Term: 04/01/14 - 03/31/16 with three 1-year options to renew)	\$475,000
Costa Mesa Police Department	Traffic management services during OC Fair	<b>07/17/15 - 08/16/15</b>	\$400,000
Costa Mesa Police Department	Traffic management services Interim Events	<b>04/01/15 - 03/31/16</b>	\$70,000
Coulter Associates LLC	Carnival/Independent Amusement Ride Safety Inspections Services	<b>01/01/15 - 12/31/16</b> (Total Term: 01/01/15 - 12/31/16 with three 1-year options to renew)	\$88,000
County of Orange	Law enforcement services during OC Fair	<b>07/17/15 - 08/16/15</b>	\$500,000
County of Orange	Law enforcement services during Interim Events	<b>07/01/15 - 06/30/16</b>	\$390,000
CR&A Custom, Inc.	Banner and sign printing/installation services	<b>05/01/14 - 04/30/16</b> (Total Term: 05/01/14 - 04/30/16 with three 1-year options to renew)	\$157,000
CR&R Incorporated	Refuse Disposal Services	<b>08/15/14 - 08/14/16</b> (Total Term: 08/15/14 - 08/14/16 with three 1-year options to renew)	\$182,000
Lisa Sexton	Marketing Coordinator & Talent Buyer	<b>01/01/11 - 12/31/15</b> (Total Term: 01/01/11 - 12/31/11 with four 1-year options to renew)	\$168,000
Lopez Works Incorporated	Parking Lot Sweeping, Venue Clean-Up & Waste Collection Services	<b>11/01/13 - 10/31/15</b> (Total Term: 11/01/13 - 10/31/15 with three 1-year options to renew)	\$877,000
Manatt, Phelps & Phillips, LLP	Legal Services for the OCFEC	<b>03/01/15 - 02/28/16</b>	\$200,000
Medical and Safety Management	First Aid Services	<b>01/01/11 - 12/31/15</b> (Total Term: 01/01/11 - 12/31/13 with two 1-year options to renew)	\$70,000
Moor + South/Pier Management Co. dba California Partnership Marketing Group	Corporate Sponsorship and Event Sales Services	<b>12/01/13 - 11/30/15</b> (Total Term: 12/01/13 - 11/30/15 with three 1-year options to renew)	\$336,000
Quijote Corporation dba Sensis	Advertising & Marketing/Promotion Services	<b>01/01/13 - 12/31/15</b> (Total Term: 01/01/13 - 12/31/15 with two 1-year options to renew)	\$409,000
Ricardo Mendoza and Josh Sarantitis	Agricultural Memorial Near Blue Gate	<b>01/01/14 - 06/30/15</b>	\$92,000
RK Diversified - Pac Amp Production	Production Services - Pacific Amphitheater	<b>01/01/11 - 12/31/15</b> (Total Term: 01/01/11 - 12/31/11 with four 1-year options to renew)	\$118,000
Silverado Stages	Interim & Fair Time Shuttle Services	<b>01/01/11 - 12/31/15</b> (Total Term: 01/01/11 - 12/31/12 with three 1-year options to renew)	\$271,000

CONTRACTOR	DESCRIPTION	TERM	2015 Encumbrance (Not to Exceed)
Sound Media Fusion, LLC	Sound mitigation and monitoring program services	<b>04/01/07 - 03/31/16</b> (Total Term: 04/01/07 - 03/31/10 with two 3-year options to renew)	TBD
Southern California Sound Image - Pacific Amphitheatre	Audio Equipment & Services - Pacific Amphitheatre	<b>01/01/13 - 12/31/15</b> (Total Term: 01/01/13 - 12/31/14 with three 1-year options to renew)	\$266,000
Ticketmaster, LLC	Automated ticket selling, event management and access control services	<b>04/01/13 - 03/31/16</b> (Total Term: 04/01/13 - 03/31/15 with three 1-year options to renew)	\$80,000
XL Video, Inc.	Video Equipment & Services - Pacific Amphitheatre	<b>07/09/12 - 08/20/15</b> (Total Term: 07/09/12 - 08/20/12 with four 1-year options to renew)	\$206,000

**RFPs to be Issued in 2015 (Contractors to be Determined)**

CONTRACTOR	DESCRIPTION	TERM	2015 Encumbrance (Not to Exceed)
	Lighting, Truss & Support Structures - Grounds	<b>03/01/15 - 02/28/17</b> with three 1-year options to renew	\$195,000
	Staging & Lighting - Hangar Building & Action Sports Arena	<b>03/01/15 - 02/28/17</b> with three 1-year options to renew	\$129,000
	Lighting Equipment & Services - Pacific Amphitheatre	<b>03/01/15 - 02/28/17</b> with three 1-year options to renew	\$70,000
	Sound - Hangar/Grandstand Arena	<b>03/01/15 - 02/28/17</b> with three 1-year options to renew	\$271,000
	Sound - Grounds	<b>03/01/15 - 02/28/17</b> with three 1-year options to renew	\$118,000
	Video Equipment & Services - Hangar Building	<b>03/01/15 - 02/28/17</b> with three 1-year options to renew	\$200,000
	Sound Mitigation & Consulting Services	<b>03/31/15 - 03/30/17</b> with three 1-year options to renew	\$135,000
	Cart Rental Services	<b>5/15/15 - 5/14/17</b> with three 1-year options to renew	\$80,000
	Restroom Trailer Rental Services	<b>5/15/15 - 5/14/17</b> with three 1-year options to renew	\$80,000
	Entertainment Marketing & Booking Specialist	<b>01/01/16 - 12/31/17</b> with three 1-year options to renew	\$163,000

Entertainment Contracts Exceeding \$50,000

During 2009, the Board adopted policy to authorize the CEO to approve and execute entertainment contracts up to \$300,000. All such agreements will be reviewed and approved by the CEO and at least one staff vice president.

Entertainment contracts exceeding \$300,000 will be approved by the full board.



## Over \$50,000 Expenditure Budget Schedule

By policy of the Board, the CEO will not execute a check or purchase commitment of greater than \$50,000, unless such commitment has been authorized by the Board via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services. For expenses related to emergencies or construction change orders that exceed the \$50,000 limit, approval for such expenses requires dual approval of the CEO and Chair of the Board. In the absence of the Chair, the Vice Chair can approve such an expense. Any expense approved by the CEO and the Chair, or in the Chair's absence the Vice Chair, shall be reported to the full Board at the next Board meeting. An exception exists for talent guarantees which are no greater than \$300,000. Splitting orders to avoid this limit is not acceptable.

Vendor	Explanation
CA Public Employees Retirement System	Monthly, Based on Payroll
California Fair Services Authority	Employee Services, Workers Comp, Gen Liab, Property Insurance, Capital Equipment Purchases
California Fairs Financing Authority	Capital Project Payment, Approved LOUs
California Fairs Financing Authority Contractors	Capital Project Payments, Approved LOUs, Invoices Paid Directly to Contractors
Capital Projects Contractors in Support of Approved Capital & Major Projects List	Execute against the Capital & Major Projects Plan
CCS Orange County Janitorial, Inc.	Facility & Venue Attendants - Fair, Contracted
City of Costa Mesa	Traffic Services - Fair, Contracted
Coulter Associates LLC	Ride Safety Inspection Services - Fair, Contracted
CR&R Inc.	Refuse Disposal Services
CWF, Inc. dba A1 Event & Party Rentals	Tent, Drapery & Furniture - Fair, Contracted
Event Settlements (Sand Sports Super Show, United Scottish Society, World Pet Assoc, Others as Needed)	Event Settlement, including Admissions
Fair Entertainment	Entertainment
Franchise Tax Board	CA Non Resident Withholding for Entertainers
Lopez Works, Inc.	Fair/Major Events, Contracted
Los Angeles Times & Other Media Vendors	Bulk Media Buys for which Approved Budget Exists
Manatt, Phelps & Phillips, LLP	Legal Services
Moor + South/Pier Management Company, LP	CPMG - Sales - Contracted
Orange County Treasurer-Tax Collector	Law Enforcement Services - Fair, Contracted
Ovations FanFare, LP	Fair Catering, Entertainment Bars Setup & Refund of Commissions Advance, Contracted
Production Resource Group, Inc.	Production, Lighting, Truss - Fair, Contracted
Quijote Corporation dba Sensis	Marketing - Fair, Contracted
Ray Cammack Shows, Inc.	Carnival - Fair, Contracted, % of Gross
RK Diversified Entertainment, Inc. / Successful Bidder for Services	Lighting, Staging, Production - Fair, Contracted
Showbiz, Inc. / Successful Bidder for Services	Fair, IATSE Payroll
Silverado Stages, Inc.	Shuttle Service - Fair, Contracted
Southern California Edison	Utilities
Southern California Sound Image, Inc.	Audio Equip & Services - Fair, Contracted
Speeda Sound, Inc.	Grounds Sound - Fair, Contracted
Time Warner Cable Media Sales	Advertising - Fair
United States Treasury	Federal Withholding for Entertainers
US Bank	Cal Card
XL Video, Inc.	Video Equip & Services - Fair, Contracted

## Out-of-State Travel

The State considers it to be in its best interest to encourage employee travel to occur within the state when possible. There are several criteria for approval of out-of-state travel plans. The criteria relevant to OCFEC's operations are:

**Survey** – An on-the-spot review and evaluation of an operation/function to improve/initiate a similar operation/function performed by OCFEC staff.

**Training** – Upgrading specific employee skills to meet job requirements. The need must be urgent and not reasonably available within the State.

**Conferences and Meetings** – Attendance at conferences and meetings with topics directly concerning normal departmental activities.

The 2015 operating budget includes \$44K for employee and Board member travel. Much of this amount is planned to be expended within the state of California, but out-of-state travel will sometimes be necessary based on the criteria above.

Provided that the overall travel budget has not been exceeded, out-of-state travel to any of the following are considered to be approved by the Board via the budget process. Any out-of-state trips which do not meet the state guidelines will be individually approved by the Board.

### **2015 OCFEC Travel Plan – Potential Staff Travel Expenditures**

#### **Survey**

Arizona State Fair (Phoenix, AZ)  
Pima County Fair (Tucson, AZ)  
Houston Livestock Show & Rodeo (Houston, TX)  
State Fair of Texas (Dallas, TX)  
Western Washington Fair (Puyallup, WA)  
Minnesota State Fair (St. Paul, MN)  
North Carolina State Fair (Raleigh, NC)  
Calgary Stampede (Calgary, Canada)  
Other member fairs of the Western Fairs Association

#### **Training**

IAAM Venue Management School (Wheeling, WV)  
IAAM Academy of Venue Safety & Security  
nQativ (business system software) Users' Group (location varies, recently in Las Vegas, NV)  
EBMS (event management software) Users' Group (generally in St. Louis, MO)  
APA American Payroll Association (location varies, in Las Vegas, NV in 2015)

#### **Conferences and Meetings**

Western Fairs Association Convention (Reno, NV / Anaheim, CA)  
IAFE (International Association of Fairs & Expositions) Spring Management Conference  
IAFE Annual Convention (in Las Vegas, NV through 2016)  
IAAM Conferences and Conventions  
IAAPA (International Association of Amusement Parks and Attractions) Convention  
IEG Sponsorship Seminars and Conferences  
NACS (National Association of Consumer Shows) Convention  
Social Media for Public Relations and Corporate Communications Conference (Las Vegas, NV)  
South by Southwest (Public Relations, Social Media, Talent/Entertainment) Conference (Austin, TX)  
Ragan PR & Social Media Conference (Orlando, FL)  
IEBA (International Entertainment Buyers Association) (Nashville, TN)

# **OC Fair & Event Center**

## **2015 Proposed Budget**

### **Other Information**

## OC Fair & Event Center Organizational Department Charters & Chart

### Organizational Levels

**Executive Management Team:** Consists of the Chief Executive Officer, Chief Financial Officer, and Chief Business Development Officer. Responsible for strategic planning and execution, policy development, and executive oversight of the various functional departments within the organization.

**Strategic Management Team:** Consists of Director-level leaders responsible for the functional areas of Accounting/Finance, Events, Human Resources, Facilities, Entertainment, Planning & Presentation, Marketing, Community Relations, Communications and New Business Development. Responsible for executing the strategic plan, upholding organizational policies, and providing direction to the operational supervisors.

**Operations Management Team:** Consists of Supervisor-level leaders responsible for the operational areas of Accounting, Purchasing, Contracts Administration, Admissions, Parking Sales, Event Coordination, Event Operations, Parking, Human Resources, Facilities Operations, Maintenance, Landscape, Safety & Security, Capital Construction, Box Office, Information Technology, Marketing, Agriculture Education, Competitive Exhibits, Communications, and Sales. Responsible for day-to-day operations.

### Department Charters – Reporting to the Chief Financial Officer

**Accounting/Finance** – Directs and manages general accounting functions, purchasing functions, contracts administration, admissions and parking sales. Ensures the timeliness and accuracy of financial statements; safeguards assets; and ensures compliance with local, State and Federal regulations.

**Events** – Directs and manages the year-round events program to ensure profitability and full client/promoter satisfaction. Coordinates event services functions including contract development, event operations, parking, safety & security, food & beverage, guest services, commercial exhibits, and merchandise concessions for both year-round events and fairtime operations.

**Facilities** – Directs and manages facilities and maintenance functions including facilities management, general maintenance operations, construction, landscaping and project planning. Responsible for the maintenance of 150 acres and 65 structures, and for identifying and implementing master plan projects.

**Human Resources** – Directs and manages human resources functions including risk management related to employment practices; policy management; organizational development and training; recruitment and selection; classification and pay; employee benefits; employee relations and labor relations. Ensures a productive and respectful workplace, and compliance with all applicable employment laws.

## **Department Charters – Reporting to the Chief Business Development Officer**

**Marketing** – Directs and manages marketing, advertising, media planning and promotions for the annual OC Fair, and Imaginology, as well as for marketing event opportunities at the property. Responsible for the overall marketing and creative strategy for self-produced events and the property.

**Community Relations** – Directs and manages year-round agriculture education programs, fairtime competitive exhibits program, and community outreach functions. Ensures a strong connection between the organization and the community through programs like Centennial Farm, Imaginology, the donation program, historical archives, themed exhibits and community liaison activities.

**Creative Services** – Supervises the creation and production of print advertising and collateral materials, signage, and digital content. Responsible for ensuring the consistent quality of creative content for print and collateral pieces for the OC Fair, Imaginology and property marketing.

**Communications** – Directs and manages the media relations, social media, intranet and employee communications functions. This includes media outreach, press releases, Intranet content, crisis communications, media training, photography and videography coordination. Ensures clear, concise and accurate information regarding events and activities at the property, and messaging that is consistent with organizational goals.

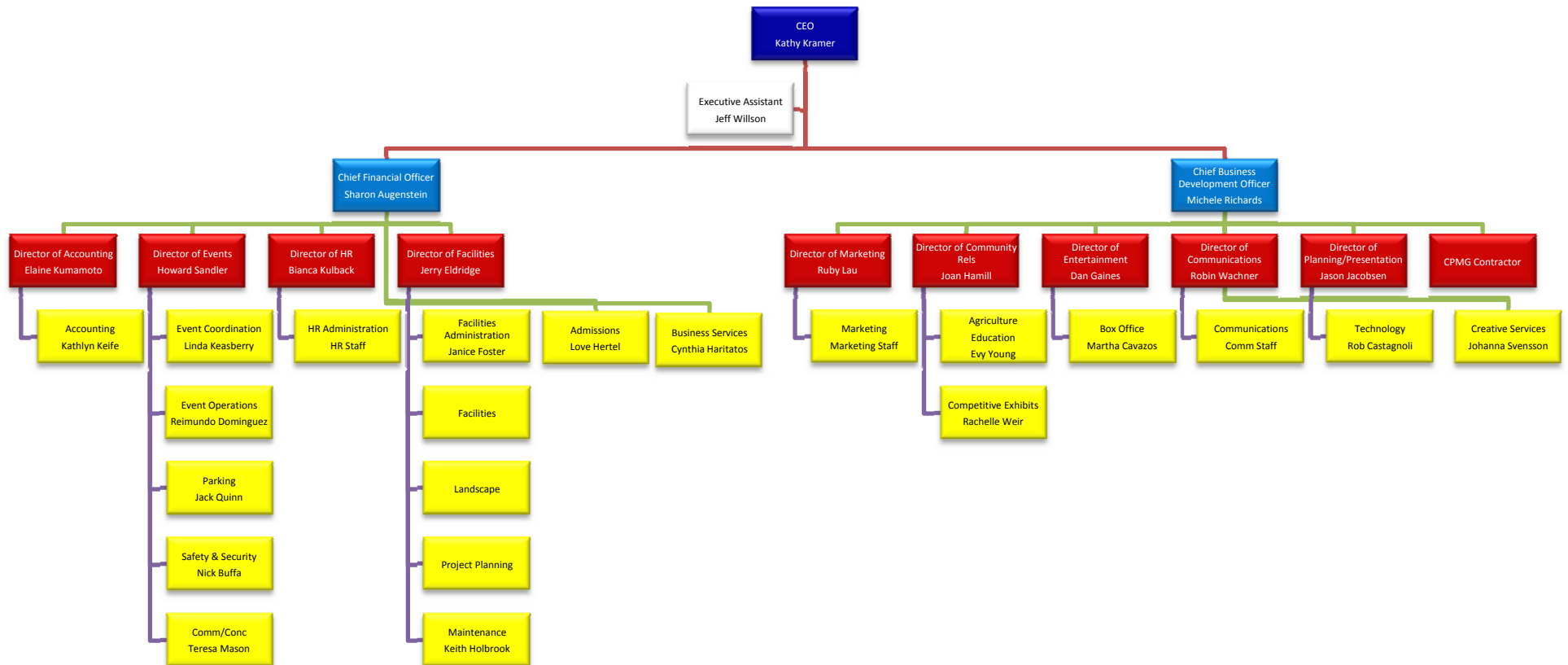
**Sales** – Directs and manages the sponsorship sales, premium space sales, mobile marketing tours and event sales functions. Responsible for developing new revenue opportunities and working with management to create sales support programs and materials.

**Entertainment** – Directs and manages the entertainment functions including box office operations, talent booking and entertainment marketing. Responsible for all entertainment aspects of paid and non-paid entertainment for the annual Fair, Imaginology and any other OCFEC produced events.

**Planning & Presentation** – Directs and manages the planning, map room/CAD, and technology functions including the presentation of the property, grounds production, property signage and special projects/shows. Ensures the consistent application of creative production and property presentation standards.

The current OCFEC organizational chart is provided on the following page for your reference.

# 2015 Organization Chart



OC Fair & Event Center 2015 Top Line Budget

Budget Category	2015 Base (2014 Frcast)	2015 Incremental	2015 Budget Total	% of Total Expense	2014 Budget Total	2015 Growth Over 2014 Budget - \$	2015 Growth Over 2014 Budget - %
<b>TOTAL REVENUE</b>	<b>38,162,852</b>	<b>(2,795,404)</b>	<b>35,367,448</b>	<b>112%</b>	<b>32,896,503</b>	<b>2,470,945</b>	<b>8%</b>

<b>Labor Expense</b>							
5010 Salaries/Wages - Permanent	5,037,013	575,759	5,612,772	18%	5,357,169	255,603	5%
5011 Salaries/Wages - Overtime	83,100	826	83,926	0%	88,103	(4,177)	-5%
5012 Payroll Taxes - FT	381,110	54,687	435,797	1%	416,563	19,234	5%
5013 Medical Insurance - FT	939,215	202,226	1,141,441	4%	1,090,653	50,788	5%
5014 PERS - FT	1,018,467	398,112	1,416,579	5%	1,153,015	263,564	23%
5015 Worker's Comp - FT	329,088	26,906	355,994	1%	334,755	21,239	6%
5016 Unemployment Ins - FT	117,249	10,751	128,000	0%	110,000	18,000	16%
5017 Compensated Abs - FT	20,000	0	20,000	0%	20,000	0	0%
<b>TOTAL FULL TIME LABOR</b>	<b>7,925,241</b>	<b>1,269,268</b>	<b>9,194,509</b>	<b>29%</b>	<b>8,570,258</b>	<b>624,251</b>	<b>7%</b>
5020 Wages - Temporary	3,647,770	629,678	4,277,448	14%	3,883,543	393,904	10%
5021 Wages - Overtime - PT	8,762	(8,762)	0	0%	5,040	(5,040)	0%
5022 Payroll Taxes - PT	67,941	9,196	77,137	0%	67,904	9,233	14%
5023 Employee Ins - PT	3,152	13,942	17,094	0%	9,795	7,299	75%
5024 PERS - PT	46,752	14,415	61,167	0%	40,771	20,396	50%
5025 Worker's Comp - PT	246,645	22,835	269,479	1%	241,092	28,387	12%
<b>TOTAL TEMP LABOR</b>	<b>4,021,021</b>	<b>681,304</b>	<b>4,702,325</b>	<b>15%</b>	<b>4,248,145</b>	<b>454,180</b>	<b>11%</b>
<b>TOTAL LABOR EXPENSE</b>	<b>11,946,262</b>	<b>1,950,572</b>	<b>13,896,834</b>	<b>44%</b>	<b>12,818,403</b>	<b>1,078,431</b>	<b>8%</b>

<b>Non-Labor Expense</b>							
5040 Employee Travel	22,867	21,343	44,210	0%	29,079	15,131	52%
5045 Employee Training	27,455	19,189	46,644	0%	55,044	(8,400)	-15%
5046 Employee Relations	19,209	90	19,299	0%	24,345	(5,046)	-21%
5050 Recruiting Expense	1,800	0	1,800	0%	6,194	(4,394)	-71%
5100 Professional Services	1,239,787	624,010	1,863,797	6%	1,475,193	388,604	26%
5101 Orange County Sheriff	564,532	(632)	563,900	2%	545,600	18,300	3%
5102 Costa Mesa PD	409,872	(19,472)	390,400	1%	415,900	(25,500)	-6%
5105 Contractor Travel Expense	28,681	80	28,761	0%	29,695	(934)	-3%
5110 Legal Services	334,510	(154,710)	179,800	1%	156,386	23,414	15%
5115 Audit Services	39,750	1,250	41,000	0%	39,750	1,250	3%
5120 Web Development Services	41,067	(2,067)	39,000	0%	46,400	(7,400)	-16%
5125 Media Services	175,714	(73,524)	102,190	0%	290,958	(188,768)	-65%
5140 Judging Services	36,020	1,789	37,809	0%	37,822	(13)	0%
5150 Directors Expense	364	2,236	2,600	0%	2,482	118	5%
5155 Directors Meeting Expense	7,221	1,779	9,000	0%	11,260	(2,260)	-20%
5190 Insurance Expense	292,171	5,679	297,850	1%	281,478	16,372	6%
5200 Supplies	135,963	700	136,663	0%	130,626	6,037	5%
5201 Signs/Banners - Fair	93,926	10,535	104,462	0%	98,933	5,529	6%
5202 Decorations/Signage	151,897	156,328	308,226	1%	139,956	168,270	120%
5205 Small Equipment	44,355	9,110	53,465	0%	35,919	17,546	49%
5207 Audio Visual	41,177	0	41,177	0%	24,916	16,260	65%
5208 Software	13,037	0	13,037	0%	36,106	(23,069)	-64%
5209 Computer Hardware Expense	31,881	0	31,881	0%	32,578	(697)	-2%
5210 Shavings	71,419	(0)	71,419	0%	61,935	9,483	15%
5215 Tickets	75,338	(161)	75,177	0%	66,451	8,727	13%
5220 Equipment Rental	2,335,369	160,009	2,495,378	8%	2,261,592	233,786	10%
5230 Equipment - Maintenance & Supplies	149,112	(3,337)	145,775	0%	140,308	5,467	4%
5235 Equipment - Gas & Oil	90,059	533	90,593	0%	102,534	(11,941)	-12%
5240 Uniform Expense	55,287	7,165	62,452	0%	61,965	487	1%
5245 Laundry Expense	1,857	711	2,568	0%	4,018	(1,450)	-36%
5270 Telephone Expense	69,799	0	69,799	0%	85,819	(16,020)	-19%
5272 Data Access	28,648	753	29,401	0%	40,516	(11,115)	-27%
5280 Postage	25,866	4,803	30,669	0%	28,293	2,376	8%
5300 Buildings & Grounds Supply	163,316	(3,526)	159,790	1%	156,850	2,941	2%
5301 Repairs-Facility Doors	10,330	0	10,330	0%	17,541	(7,211)	-41%

**OC Fair & Event Center 2015 Top Line Budget**

<b>Budget Category</b>	<b>2015 Base (2014 Frcast)</b>	<b>2015 Incremental</b>	<b>2015 Budget Total</b>	<b>% of Total Expense</b>	<b>2014 Budget Total</b>	<b>2015 Growth Over 2014 Budget - \$</b>	<b>2015 Growth Over 2014 Budget - %</b>
5302 AC/Heater Systems	54,970	(4,121)	50,849	0%	46,465	4,384	9%
5303 Pest Control	23,898	0	23,898	0%	20,625	3,272	16%
5304 Facility Safety Systems	18,553	764	19,316	0%	18,205	1,112	6%
5305 Contracted Landscape Maintenance	53,570	0	53,570	0%	53,570	0	0%
5306 Recycling	1,390	0	1,390	0%	1,799	(410)	-23%
5310 Trash Removal	96,470	47,665	144,135	0%	108,879	35,256	32%
5311 Sewer Assessment	43,289	1,211	44,500	0%	43,289	1,211	3%
5312 Parking Lot Sweeping	98,796	120,154	218,950	1%	193,300	25,650	13%
5313 Outside Janitorial	351,761	12,649	364,410	1%	376,627	(12,217)	-3%
5314 Outside Trash Removal	442,254	1,830	444,084	1%	411,404	32,680	8%
5315 Outside Services	10,380	15,220	25,600	0%	11,275	14,325	127%
5320 Utilities - Electricity	972,439	0	972,439	3%	962,529	9,911	1%
5322 Utilities - Gas	8,102	0	8,102	0%	7,715	387	5%
5324 Utilities - Water	198,912	0	198,912	1%	185,129	13,784	7%
5330 Special Repairs	3,035	0	3,035	0%	2,034	1,001	49%
5331 Special Repairs - Electrical	113,648	(11,575)	102,074	0%	76,893	25,181	33%
5332 Special Repairs-Plumbing	80,124	(1,672)	78,452	0%	80,946	(2,494)	-3%
5333 Special Repairs-Carpentry	13,735	0	13,735	0%	16,695	(2,960)	-18%
5334 Special Repairs-Painting	76,531	1,251	77,783	0%	26,635	51,148	192%
5335 Special Repairs- Fence Repair	4,845	2,300	7,145	0%	11,446	(4,302)	-38%
5336 Special Repairs-Landscape	63,618	(8,990)	54,628	0%	52,062	2,565	5%
5337 Special Repairs-Asphalt	130,690	(3,047)	127,643	0%	94,722	32,921	35%
5338 Special Repairs-Janitorial	136,537	614	137,151	0%	211,401	(74,250)	-35%
5350 Rental of Facilities	10,235	765	11,000	0%	8,180	2,820	34%
5356 Perf Merch Sales Comm	0	728	728	0%	210,503	(209,775)	-100%
5410 Special Projects	38,817	(38,279)	537	0%	31,447	(30,909)	-98%
5430 Photography	10,552	1,307	11,859	0%	10,938	921	8%
5440 Contests	1,356	595	1,952	0%	13,827	(11,875)	-86%
5445 Printing	28,553	1,441	29,994	0%	62,182	(32,188)	-52%
5446 Brochure Printing	60,307	(307)	60,000	0%	53,307	6,693	13%
5447 Button Printing	4,860	0	4,860	0%	0	4,860	
5450 Advertising - Outdoor	227,610	4,540	232,150	1%	231,380	770	0%
5451 Advertising - Radio	290,343	(120,343)	170,000	1%	291,843	(121,843)	-42%
5452 Advertising - TV	286,928	21,490	308,418	1%	285,844	22,574	8%
5453 Advertising - Print	174,605	5,596	180,201	1%	183,585	(3,385)	-2%
5454 Advertising - Online	161,129	107,320	268,449	1%	163,975	104,474	64%
5460 Promo Material	54,108	9,097	63,206	0%	41,971	21,235	51%
5472 Promotional Offsite Booth Space	1,728	3,272	5,000	0%	2,652	2,348	89%
5475 Public Relations Functions	65,452	9,481	74,934	0%	65,248	9,685	15%
5476 Customer Satisfaction Expense	1,700	0	1,700	0%	1,700	0	0%
5479 Manager's PR Functions	1,111	(423)	688	0%	2,600	(1,912)	-74%
5480 Creative Design/Production Services	400	800	1,200	0%	1,760	(560)	-32%
5490 Sponsorship Expenses	239,772	9,745	249,517	1%	290,477	(40,960)	-14%
5685 Garden Classes Expenses	0	292	292	0%	0	292	
5710 Cash Premium Expenses	88,792	120	88,912	0%	92,127	(3,215)	-3%
5720 Ribbons, Trophies, Awards	28,482	3,851	32,333	0%	30,158	2,174	7%
5740 Competition Handbook Publication	6,388	(1,888)	4,500	0%	7,533	(3,033)	-40%
5761 JLA - Sellers Expense	247,477	0	247,477	1%	247,151	326	0%
5762 JLA - Meals	2,695	0	2,695	0%	2,250	445	20%
5763 JLA - Other	1,411	0	1,411	0%	0	1,411	
5770 Arena/Hangar Acts	595,999	(20,999)	575,000	2%	525,547	49,453	9%
5780 Ground Acts - Fair	566,465	697	567,162	2%	846,023	(278,862)	-33%
5790 Headline Acts	2,520,900	479,100	3,000,000	10%	2,738,677	261,323	10%
5795 Performer Hospitality	95,656	38	95,694	0%	100,050	(4,356)	-4%
5906 Sales & Use Tax Exp	35,834	(27,866)	7,968	0%	38,425	(30,457)	-79%
5910 Dues & Subscriptions	38,854	7,904	46,757	0%	29,972	16,785	56%
5911 Deposit Refund	500	(500)	0	0%	0	0	0%
5921 Chargebacks	0	1,750	1,750	0%	0	1,750	



OC Fair & Event Center 2015 Top Line Budget

Budget Category	2015 Base (2014 Frcast)	2015 Incremental	2015 Budget Total	% of Total Expense	2014 Budget Total	2015 Growth Over 2014 Budget - \$	2015 Growth Over 2014 Budget - %
5925 Bank Charges	290,677	19,743	310,421	1%	267,574	42,846	16%
5935 Ticket Printing Fee	94,772	510	95,282	0%	35,662	59,620	167%
5980 Cash Over/Short	10,520	324	10,845	0%	8,000	2,845	36%
5990 Miscellaneous Expense	17,040	25,350	42,390	0%	17,997	24,393	136%
<b>TOTAL NON-LABOR EXPENSE</b>	<b>16,129,228</b>	<b>1,450,170</b>	<b>17,579,397</b>	<b>56%</b>	<b>16,928,655</b>	<b>650,743</b>	<b>4%</b>
<b>TOTAL EXPENSE</b>	<b>28,075,490</b>	<b>3,400,742</b>	<b>31,476,231</b>	<b>100%</b>	<b>29,747,058</b>	<b>1,729,174</b>	<b>6%</b>
5339 Major Projects	223,914	292,086	516,000		480,700	35,300	7%
<b>NET INCOME BEFORE DEPRECIATION</b>	<b>9,863,448</b>	<b>(6,488,232)</b>	<b>3,375,216</b>		<b>2,668,746</b>	<b>706,471</b>	<b>26%</b>
5900 Depreciation Expense	2,977,207	(588,077)	2,389,130		2,977,207	(588,077)	-20%
NET INCOME	6,886,242	(5,900,155)	986,086		(308,461)	1,294,548	-420%
NL Expense Categories/Groupings > \$1M	11,262,841	1,023,232	12,286,073	39%	11,763,514	522,559	4%
% of Total Non-Labor Expense			70%				



## **Board of Directors Agenda Report**

MEETING DATE: DECEMBER 18, 2014 ITEM NUMBER: 9E

**SUBJECT:** Appointment of Board Members to Committees and Task Forces by Board Chair

**DATE:** December 12, 2014

**FROM:** Ashleigh Aitken, Board Chair

**PRESENTATION BY:** Ashleigh Aitken, Board Chair

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### **RECOMMENDATION**

Information item.

### **BACKGROUND**

Chair Aitken will appoint members to various Board committees and task forces.



## **Board of Directors Agenda Report**

MEETING DATE: DECEMBER 18, 2014 ITEM NUMBER: 9F

**SUBJECT:** Purchasing and Contracting Policy

**DATE:** December 12, 2014

**FROM:** Sharon Augenstein, OCFEC CFO

**PRESENTATION BY:** Sharon Augenstein, OCFEC CFO

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### **RECOMMENDATION**

Adopt the Division of Fairs & Expositions' recommendation to continue to follow State rules and regulations until new policies and procedures are developed, reviewed and approved by the Board, with one exception: approve the procurement of the Parking Operations truck directly from a local source rather than through the State Fleet process.

### **BACKGROUND**

AB2490 requires the Board of Directors to develop policies and procedures for contracting and purchasing. As per the attached correspondence, the Division of Fairs & Expositions is working on guidelines for DAAs regarding the new legislation with the expected delivery in the first quarter of 2015.



CALIFORNIA DEPARTMENT OF  
FOOD & AGRICULTURE

Karen Ross, Secretary

November 24, 2014

D2014-03

TO: All District Agricultural Association CEOs and Board Members

SUBJECT: Assembly Bill 2490 Legislation Effective January 1, 2015

The purpose of this circular letter is to provide information regarding the passage of AB2490 (Eggman), which will be effective January 1, 2015. While this legislation changes District Agricultural Associations' (DAAs) procedures and requirements in many areas, this letter provides some highlights regarding changes to contracting and purchasing requirements.

AB2490 requires each DAA Board of Directors to develop policies and procedures for contracting and purchasing. As an interim measure, Boards may want to adopt the existing purchasing and contracting procedures as they work to develop their own purchasing and contracting procedures. Please note that DAAs are still subject to all applicable state laws, except the following:

- Purchasing (goods) - Exempt from Public Contract Code (PCC) requirements.
- Information technology (goods and services) - Exempt from PCC requirements.

The legislation did **not** exempt DAAs from PCC requirements for service contracts or construction contracts. The legislation also does **not** exempt DAAs from Section 19130 of the Government Code regarding personal services contracting. DAAs should continue working with the Department of Food and Agriculture's (CDFA) Human Resources Branch to ensure compliance.

Effective January 1, 2015, service contracts, rental agreements, and sponsorship contracts do not require CDFA review or approval. Contracts involving hazardous activities still require review and approval of the insurance and insurance requirements by the California Fair Services Authority (CFSA). If you are not a member of CFSA, this role falls to the Department of General Services.

CDFA and the Western Fairs Association are working to develop more guidelines for DAAs regarding implementation of this new legislation with distribution to the DAAs slated for January 2015. In the meantime, please feel free to contact me at 916-900-5025 or [John.Quiroz@cdfa.ca.gov](mailto:John.Quiroz@cdfa.ca.gov) with any questions that you may have.

Best regards,

John Quiroz

Division of Fairs & Expositions

cc: Gay Faivre, Personnel Officer, CDFA Human Resources Branch  
Becky Bailey-Findley, Executive Director, CFSA  
Stephen Chambers, Executive Director, WFA





## **Board of Directors Agenda Report**

MEETING DATE: DECEMBER 18, 2014 ITEM NUMBER: 9G

**SUBJECT:** Discussion of Establishment of Foundation for Fundraising Efforts

**DATE:** December 12, 2014

**FROM:** Doug Lofstrom, OCFEC CEO

**PRESENTATION BY:** Doug Lofstrom, OCFEC CEO

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### **RECOMMENDATION**

At the Board's discretion.

### **BACKGROUND**

In February, 2014, the Board approved staff to work with Manatt, Phelps & Phillips to establish a 501(c)3 foundation to be responsible for supporting large-scale educational and agriculture-related non-profit projects at the OC Fair & Event Center, not already covered by the Centennial Farm Foundation.

In April, 2014, Chair Tkaczyk appointed Director Mouet and Director Bagneris to serve as the OCFEC Educational & Agricultural Foundation Task Force to work with staff to finalize bylaws and policies.

In May, 2014, the Board of Directors discussed whether they should create a new foundation or whether the scope of the Centennial Farm Foundation could, within the existing bylaws, be expanded to meet the desired goals instead of establishing a new foundation. The Board directed the OCFEC Educational & Agricultural Foundation Task Force to conduct further study to determine the best course of action.

The discussion continued at the October Board meeting with the request to agendize the item for action at a later meeting.



## **Board of Directors Agenda Report**

MEETING DATE: DECEMBER 18, 2014 ITEM NUMBER: 9H

**SUBJECT:** Discussion of Submitting Request to the Attorney General to Resume Representation of the Association

**DATE:** December 12, 2014

**FROM:** Ashleigh Aitken, Board Chair

**PRESENTATION BY:** Ashleigh Aitken, Board Chair

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### **RECOMMENDATION**

Submit request to the Attorney General's office for reinstatement of representation of the 32<sup>nd</sup> District Agricultural Association.

### **BACKGROUND**

On December 1, 2009, the Attorney General's office ceased representing the 32<sup>nd</sup> District Agricultural Association "based upon the potentially conflicting interests of the District, the District Board members, ... (and) the OC Fair & Event Center Foundation, until all issues relating to the proposed sale of the District's fairgrounds were resolved."

On February 23, 2012, the Board of Directors submitted a request to the Attorney General's office to resume representing the Association.

In a letter dated April 17, 2012, the Attorney General's office denied the request due to unresolved issues surrounding the proposed sale of the fairgrounds. Specifically, the two issues referenced in communications between the then Board Chair and the Attorney General were the ongoing investigation by the Orange County District Attorney's Office into the actions surrounding the proposed sale and the OCFEC Board of Directors reserving the right to commission an audit related to the proposed sale.

On November 24, 2014 the Orange County District Attorney's Office issued a letter disclosing their recent findings and officially closing the investigation.