



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

NOTICE OF MEETING
32ND District Agricultural Association
OCFEC Board of Directors
Thursday, September 24, 2015
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
Kathy Kramer CFE, CMP
Chief Executive Officer, OCFEC

32nd DAA Counsel
Deborah Fletcher
Office of the California Attorney General

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

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

AGENDA

1. CALL TO ORDER

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

2. THE MISSION OF OCFEC IS...

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

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL (Policy 4.5.2.B)

5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES

A. 2015 OC Fair Recap

6. MATTERS OF PUBLIC COMMENT

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. Speakers are requested to sign in prior to the start of the meeting and are limited to three minutes.

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

7. MINUTES:

A. Board Meeting held August 27, 2015

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-145-15FT; SA-168-15FT; SA-170-15FT; SA-201-15SP; SA-234-15FT; SA-239-15CS; SA-240-15CS; SA-254-15FT; SA-255-15FT; SA-256-15FT; SA-257-15FT; SA-260-15SP; SA-261-15SP; SA-262-15SP

- B. Amendments: SA-258-13WC (Amend #1); SA-14-11PS (Amend #7); SA-245-15FT (Amend #1); SA-253-15SP (Amend #1); SA-200-15SP (Amend #1)
- C. Interagency Agreements: none
- D. Letters of Understanding: none
- E. Rental Agreements: R-093-15; R-095-15; R-132-15; R-133-15; R-135-15; R-138-15; R-141-15; R-143-15; R-017-16; R-018-16
- F. Active Joint Powers Authority Agreements: none
- 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. none.

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports

Information Item

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

- i. Centennial Farm Foundation Board (Vice Chair Mouet)
- ii. Heroes Hall Veteran's Foundation Board (Director Berardino, Director La Belle)
- iii. Workers Memorial Task Force (Director Berardino, Chair Aitken)

B. Orange County Marketplace Rental Agreement Discussion to Amend Contract Requirements for Security Services

Action Item

C. Discussion of OCFEC Smoking Policy

Action Item

D. Discussion of Construction Management Options

Information Item

E. Board of Directors Nominating Task Force Recommendation and Election of Board Officers

Action item

F. Pacific Amphitheatre Seat Replacement Project

Action Item

G. Approval of Proposed Design Development Concept and Project Construction Estimate for Heroes Hall

Action Item

H. Discussion of Policy Prohibiting the Formation of Separate Legal Entities

Action Item

10. CLOSED SESSION (Closed to the Public)

A. Pending Litigation – The Board will meet in closed session to consult with legal counsel regarding the following pending litigation. [Gov. Code section 11126(e).]

- i. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, the Board of Directors will decide whether to initiate litigation.
- ii. To confer with and receive advice from legal counsel regarding potential litigation involving the 32nd District Agricultural Association. Based on existing facts and circumstances, there is significant exposure to litigation against the 32nd District Agricultural Association.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: OCTOBER 22, 2015

13. ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink that reads "Kathy Kramer". The signature is stylized with a large, sweeping "K" and a long, horizontal stroke at the bottom.

Kathy Kramer CFE, CMP
Secretary-Treasurer
Chief Executive Officer, OCFEC

Date of notice: 4:00 p.m. September 14, 2015



The following financial reports as of June 30, 2015 are enclosed for your reference.

Statement of Cash Flows

As of June 30, 2015, OC FEC's cash on hand is \$30,077,111 an increase of \$1,257,780 during 2015. Operating activities have resulted in a net cash inflow of \$4,239,063 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$2,981,283 to date.

Balance Sheet

Deferred Revenue continues to increase due to sales of 2015 OC Fair concert and event tickets and Super Passes and receipt of payments for events to be held in future months such as Gun Show, Gem Faire, etc.

Income Statement

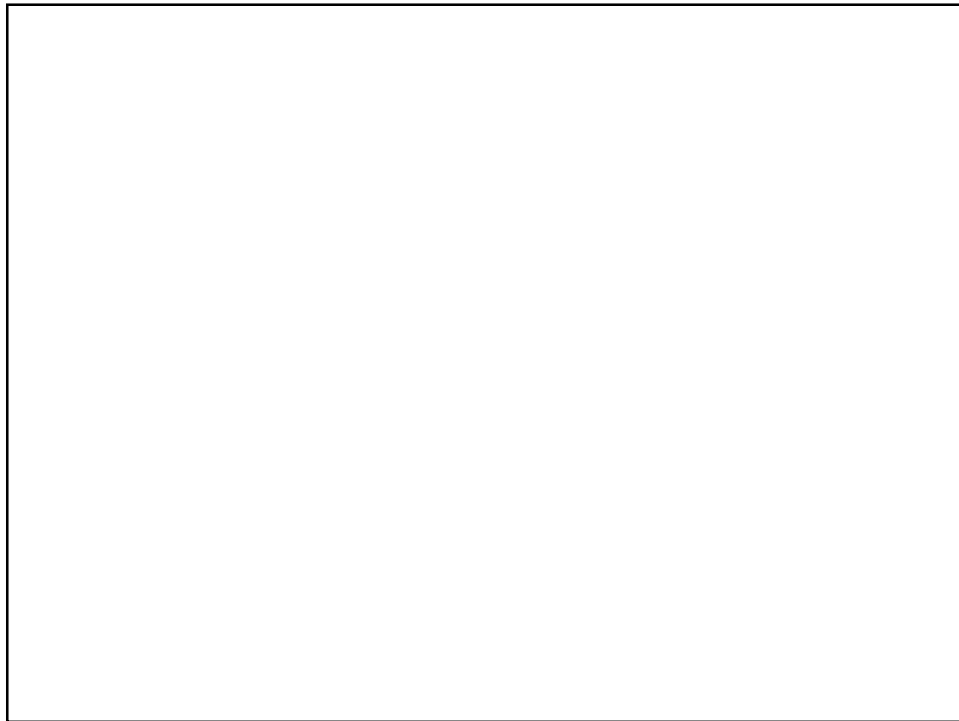
June 2015 year-to-date expenses exceed revenues by \$4,823,831, which is favorable to the budgeted net proceeds of (\$6,722,117) by \$1,898,286. Excluding performance under Major Projects, for which the entire 2015 budget of \$528K was loaded in January, net proceeds year-to-date is favorable to budget by \$1,516,944.

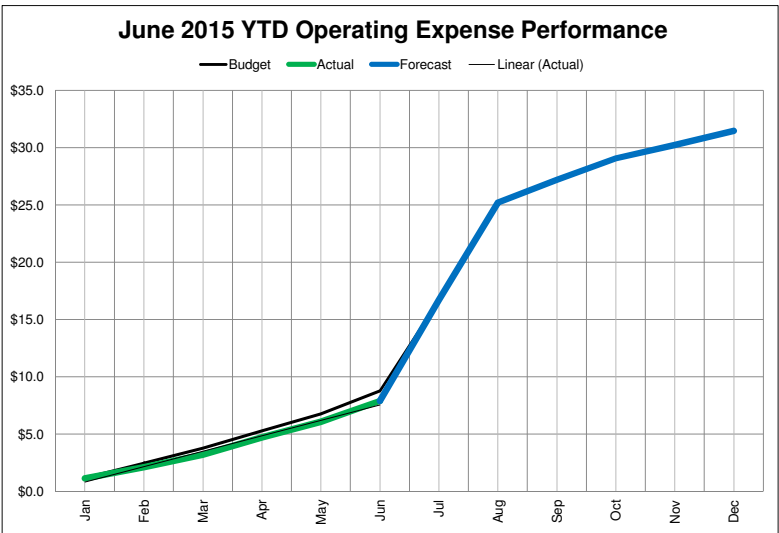
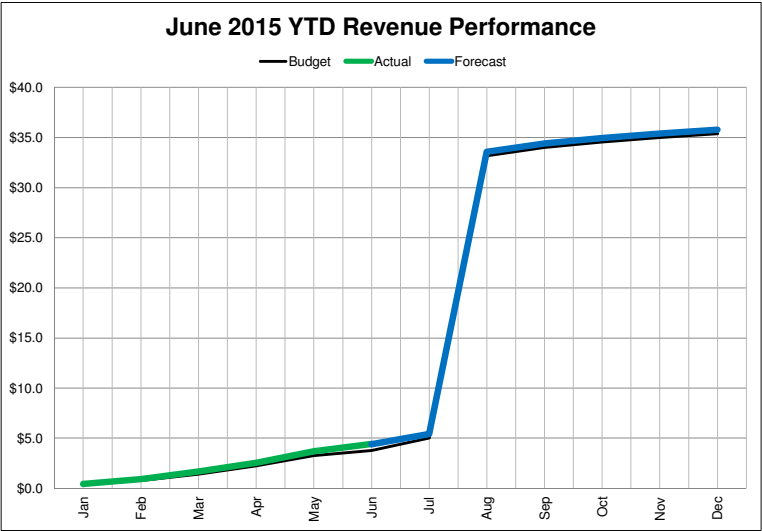
Total year-to-date revenues of \$4,446,646 are favorable to budget by \$662,278 primarily due to favorable performance in Event Services Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions) of \$438K.

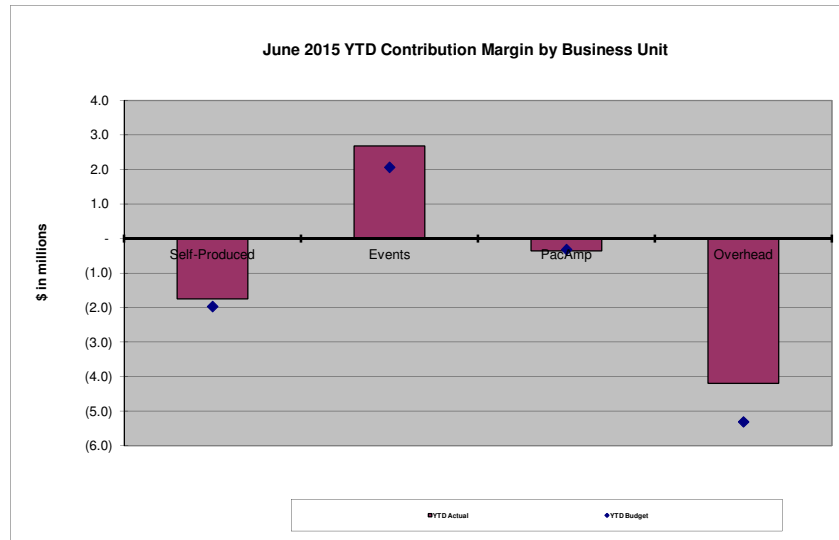
Total year-to-date operating expenses of \$7,911,324 are favorable to budget by \$872,596. Expenses in most major categories are below or close to budget, with variances to budget due primarily to the timing of efforts as the organization ramps up preparation for the 2015 OC Fair. Payroll and Related expense is favorable to budget by \$782K due primarily to unfilled positions and less than anticipated employee benefits expense. Professional Services expense is favorable to budget by \$131K primarily due to timing of Marketing account and media services budgeted for the 2015 OC Fair. Insurance Expense of \$213K is over budget primarily due to rescheduling the required payment for annual general liability insurance to January from July, when payment has historically been made and budgeted.

32nd DAA
OC Fair & Event Center
Year to Date
Business Unit Financial Results

As of June 30, 2015

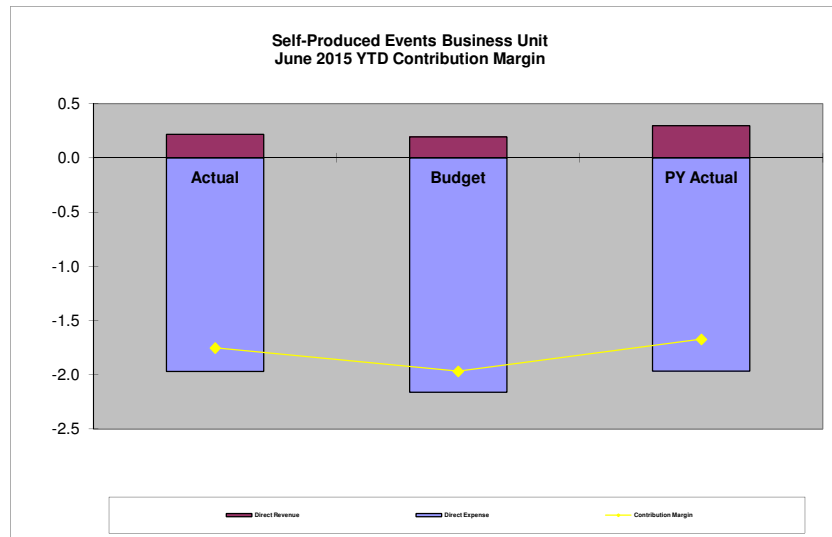






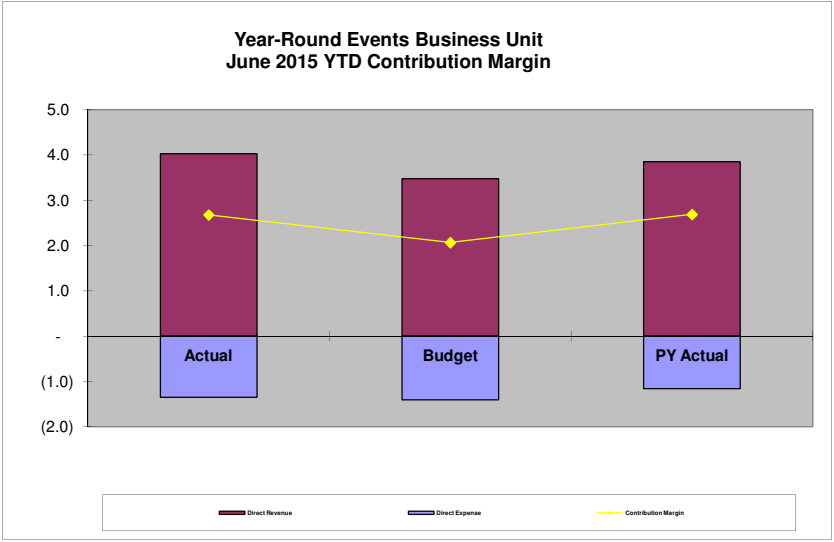
OC Fair & Event Center
Cash Flow Summary by Business Unit
Year to Date as of June, 2015

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Contribution Margins:				
Self-Produced Events Business Unit	(1.8)	(2.0)	(1.7)	10.0
Events Business Unit	2.7	2.1	2.7	3.5
Pacific Amphitheatre Business Unit	(0.4)	(0.3)	(0.3)	1.1
Total Business Unit Contribution Margin	0.6	(0.2)	0.7	14.5
Net Overhead Expense (Cash)	(4.2)	(5.3)	(4.2)	(11.2)
Net Cash Provided (Used) Subtotal	(3.6)	(5.5)	(3.5)	3.4
Major Projects	(0.1)	(0.5)	(0.1)	(0.5)
Capital Expenditures	(3.0)		(4.7)	
Balance Sheet Changes	7.9		6.8	
Net Increase (Decrease) in Cash	1.1	(6.1)	(1.4)	2.8



**Self-Produced Events Business Unit
Contribution Margin Statement
Year to Date as of June, 2015**

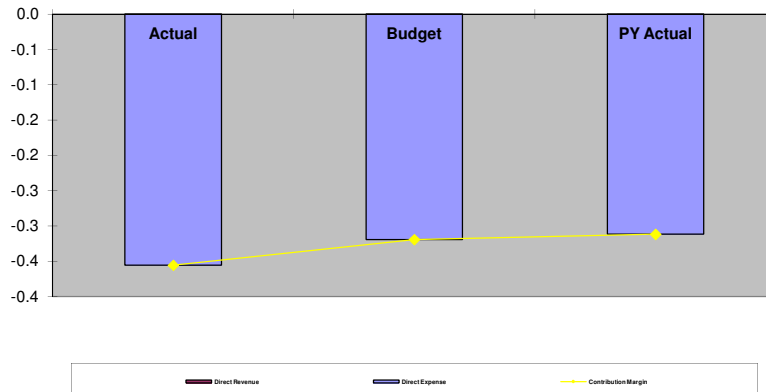
	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Admissions	\$0.0	\$0.0	\$0.0	\$7.7
Concessions	0.0	0.0	0.0	6.0
Carnival	0.0	0.0	0.0	3.1
Sponsorships	0.0	0.0	0.0	1.6
Commercial Space	0.0	0.0	0.0	1.4
Parking	0.0	0.0	0.0	2.1
Other Revenue	0.2	0.2	0.3	1.0
Total Direct Revenue	0.2	0.2	0.3	22.9
Payroll/Related	1.1	1.2	1.0	4.3
Outside Services	0.3	0.4	0.2	2.1
Marketing/Related	0.3	0.2	0.4	1.2
Supplies/Equipment/Rentals	0.2	0.4	0.3	2.6
Attractions	0.0	0.0	0.0	1.1
Other Expense	0.1	0.1	0.1	1.6
Total Direct Expense	2.0	2.2	2.0	12.9
Contribution to Overhead and CapEx	(\$1.8)	(\$2.0)	(\$1.7)	\$10.0



**Year-Round Events Business Unit
Contribution Margin Statement
Year to Date as of June, 2015**

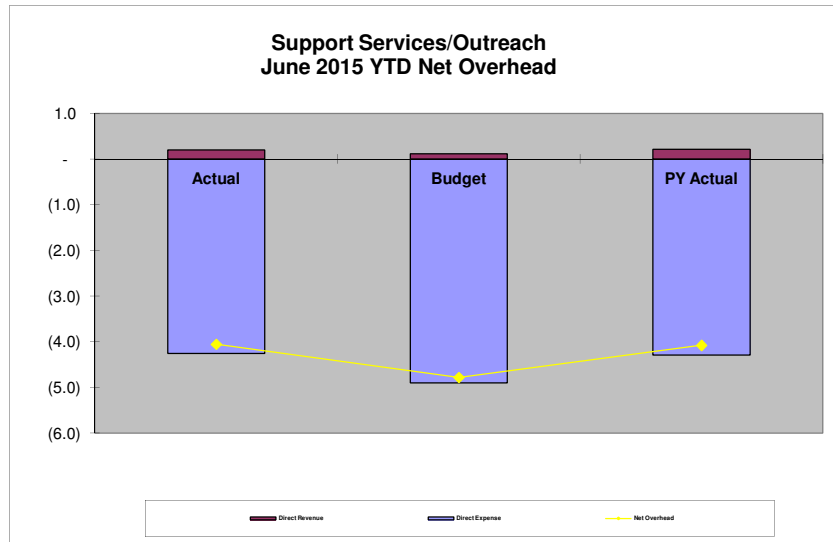
	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Rental of Facilities	\$1.6	\$1.4	\$1.7	\$2.8
Personnel Services	0.6	0.5	0.5	0.8
Concessions	0.5	0.4	0.4	0.7
Equipment Rentals	0.3	0.3	0.3	0.5
Admissions/Parking	1.0	0.8	0.8	1.3
Other Revenue	0.0	0.0	0.0	0.1
Total Direct Revenue	4.0	3.5	3.8	6.2
Payroll/Related	0.9	0.9	0.8	2.0
Outside Services	0.1	0.1	0.1	0.2
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.2	0.2	0.1	0.4
Marketing/Related	0.0	0.0	0.0	0.1
Other Expense	0.0	0.0	0.0	0.0
Total Direct Expense	1.4	1.4	1.2	2.8
Contribution to Overhead and CapEx	\$2.7	\$2.1	\$2.7	\$3.5

**Pacific Amphitheatre Business Unit
June 2015 YTD Contribution Margin**



**Pacific Amphitheatre Business Unit
Contribution Margin Statement
Year to Date as of June, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Ticket Sales	\$0.0	\$0.0	\$0.0	\$4.1
Facility Fee	0.0	0.0	0.0	0.8
Concessions	0.0	0.0	0.0	0.4
Parking	0.0	0.0	0.0	0.4
Sponsorship	0.0	0.0	0.0	0.1
Other Revenue	0.0	0.0	0.0	0.3
Total Direct Revenue	0.0	0.0	0.0	6.0
Performers' Fees	0.0	0.0	0.0	3.1
Outside Services	0.2	0.1	0.1	0.5
Marketing/Related	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.0	0.0	0.0	0.5
Payroll/Related	0.0	0.0	0.0	0.3
Other Expense	0.0	0.1	0.1	0.2
Total Direct Expense	0.4	0.3	0.3	4.9
Contribution to Overhead and CapEx	(\$0.4)	(\$0.3)	(\$0.3)	\$1.1



**Support Services/Outreach Business Unit
Net Overhead Summary
Year to Date as of June, 2015**

	2015 Year to Date Actual	2015 Year to Date Budget	2014 Year to Date Actual	2015 Full Year Budget
Interest	\$0.0	\$0.0	\$0.0	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	\$0.1	\$0.0	\$0.1	\$0.1
Total Revenue	\$0.2	\$0.1	\$0.2	\$0.3
Payroll/Related	\$2.9	\$3.5	\$2.8	\$7.5
Facility/Related	\$0.6	\$0.8	\$0.8	\$1.9
Supplies/Telephone/Postage	\$0.3	\$0.3	\$0.3	\$0.6
Outside Services	\$0.2	\$0.2	\$0.4	\$0.4
Insurance	\$0.2	\$0.0	\$0.0	\$0.3
Other Expense	\$0.1	\$0.1	\$0.1	\$0.2
Total Expense	\$4.3	\$4.9	\$4.3	\$10.9
Net Overhead	(\$4.1)	(\$4.8)	(\$4.1)	(\$10.6)
Major Projects	\$0.1	\$0.5	\$0.1	\$0.5
Non-Cash Expenses:				
Depreciation Expense	\$1.2	\$1.2	\$1.5	\$2.4
Total Non-Cash Expense	\$1.2	\$1.2	\$1.5	\$2.4

Note: Includes education/outreach program expenditures of \$519K

32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of June, 2015

	2015 Year to Date Amount	Budget Year to Date Amount	Budget \$ Variance	Budget % Variance	2014 Year to Date Amount	Year over Year \$ Variance	Year over Year % Variance	Full 2015 Budget
Revenues								
Admissions to Grounds	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A	\$ 9,149,000
Commercial Space Rental Revenue	3,140	4,000	(860)	-21.5%	5,735	(2,595)	-45.2%	1,444,000
Carnival and Concessions Revenue	-	-	-	N/A	1,680	(1,680)	-100.0%	9,434,000
Exhibits Revenue	87,674	72,000	15,674	21.8%	77,093	10,581	13.7%	91,000
Attractions Revenue	-	100	(100)	-100.0%	79	(79)	-100.0%	3,886,300
Miscellaneous Revenue	107,350	104,000	3,350	3.2%	201,800	(94,450)	-46.8%	4,774,000
Total OCFEC-Produced Event Revenue	198,164	180,100	18,064	10.0%	286,386	(88,223)	-30.8%	28,778,300
Facility Rental Revenue	1,574,848	1,449,402	125,446	8.7%	1,743,315	(168,467)	-9.7%	2,771,534
Other Event Revenue	2,471,385	2,033,700	437,685	21.5%	2,112,468	358,916	17.0%	3,432,700
Equestrian Center Revenue	50,211	53,073	(2,862)	-5.4%	53,073	(2,862)	-5.4%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	46,090	39,915	6,175	15.5%	38,486	7,604	19.8%	109,415
Total Rental Revenue	4,142,534	3,576,090	566,444	15.8%	3,947,342	195,191	4.9%	6,413,649
Interest Earnings	38,317	28,178	10,139	36.0%	28,179	10,138	36.0%	63,000
Grants	5,104	-	5,104	N/A	92,844	(87,741)	-94.5%	-
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	62,528	-	62,528	N/A	-	62,528	N/A	112,500
Prior Year Revenue	-	-	-	N/A	-	-	N/A	-
Total Non-Operating Revenue	105,948	28,178	77,770	276.0%	121,023	(15,075)	-12.5%	175,500
Total Revenue	\$ 4,446,646	\$ 3,784,368	\$ 662,278	17.5%	\$ 4,354,752	\$ 91,894	2.1%	\$ 35,367,449
Expenses								
Payroll and Related Expense	\$ 4,847,042	\$ 5,629,256	\$ 782,214	13.9%	\$ 4,599,038	\$ (248,004)	-5.4%	\$ 14,008,769
Professional Services Expense	705,586	836,736	131,150	15.7%	720,930	15,344	2.1%	3,246,653
Directors Expense	4,164	6,500	2,336	35.9%	3,058	(1,106)	-36.2%	11,600
Insurance Expense	234,822	21,379	(213,443)	-998.4%	19,178	(215,644)	-1124.4%	297,850
Telephone & Postage Expense	69,093	53,704	(15,389)	-28.7%	52,944	(16,150)	-30.5%	129,866
Supplies and Equipment Expense	561,459	687,515	126,056	18.3%	645,716	84,257	13.0%	3,632,573
Facility and Related Expense	906,577	1,047,077	140,500	13.4%	973,379	66,802	6.9%	3,352,915
Publicity & Related Expense	483,700	378,424	(105,276)	-27.8%	588,335	104,635	17.8%	1,664,665
Attractions Expense	16,900	17,000	100	0.6%	7,800	(9,100)	-116.7%	4,238,584
Other Self-Prod Event Expense	1,931	525	(1,406)	-267.9%	2,413	482	20.0%	256,083
Premium Expense	11,553	10,078	(1,475)	-14.6%	6,437	(5,116)	-79.5%	121,245
Other Operating Expense	68,495	95,726	27,231	28.4%	60,157	(8,338)	-13.9%	515,410
Total Operating Expense	7,911,324	8,783,920	872,596	9.9%	7,679,386	(231,938)	-3.0%	31,476,213
Depreciation Expense	1,194,565	1,194,565	-	0.0%	1,488,603	294,038	19.8%	2,389,130
Major Projects	146,658	528,000	381,342	72.2%	79,511	(67,147)	-84.5%	528,000
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	17,930	-	(17,930)	N/A	46,035	28,106	N/A	-
Total Non-Operating Expense	1,359,153	1,722,565	363,412	21.1%	1,614,150	254,997	15.8%	2,917,130
Total Expense	\$ 9,270,477	\$ 10,506,485	\$ 1,236,008	31.0%	\$ 9,293,536	\$ 23,059	12.8%	\$ 34,393,343
Net Proceeds	\$ (4,823,831)	\$ (6,722,117)	\$ 1,898,286	28.2%	\$ (4,938,784)	\$ 114,954	2.3%	\$ 974,106

32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
June, 2015

	2015	2014
Assets		
Cash	\$ 1,500,545	\$ 1,680,569
Investments	28,576,566	24,458,301
Accounts Receivable	2,182,732	1,720,171
Reserve for Bad Debt	(11,850)	(29,614)
Prepaid Assets	-	-
Notes Receivable	-	-
Current Assets	32,247,993	27,829,428
Deferred Expenses	323,973	-
Capital Projects in Process	15,215,875	9,681,603
Land	133,553	133,553
Buildings and Improvements	31,863,531	33,725,646
Equipment	365,406	306,975
Long Term Assets	47,902,339	43,847,777
Total Assets	\$ 80,150,332	\$ 71,677,204
Liabilities		
Accounts Payable	\$ 1,004,469	\$ 1,119,947
Deferred Revenue	9,379,894	8,099,246
Other Payroll Deductions	330,388	243,209
Deposits	30,000	30,000
Other Liabilities	-	-
Short Term Liabilities	10,744,751	9,492,403
Compensated Absence Liability	962,269	1,007,530
Long Term Debt	-	-
Long Term Liabilities	962,269	1,007,530
Total Liabilities	11,707,020	10,499,933
Resources		
Investment in Capital Assets	\$ 47,578,366	\$ 43,847,777
Net Resources - Designated Use	809,341	816,460
Restricted Capital	-	-
Net Resources Available for Operations	24,858,455	21,425,360
Net Resources - Auction Fund	20,981	26,459
	73,267,142	66,116,056
Net Proceeds from Operations	(4,823,831)	(4,938,784)
Total Resources	68,443,312	61,177,271
Total Liabilities and Net Resources	\$ 80,150,332	\$ 71,677,204

**32nd DAA - OC Fair & Event Center
Statement of Cash Flows (Unaudited)
Year to Date - June 2015**

Cash Flows from Operating Activities:

YTD 2015

Net Proceeds	(\$4,823,831)
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Non-Cash Expenses:

Depreciation Expense	1,194,565
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Balance Sheet Activity:

(Incr) Decr in Accounts Receivable	(1,572,602)
(Incr) Decr in Other Assets	(305,174)
Incr (Decr) in Accounts Payable	620,849
Incr (Decr) in Other Accrued Liabilities	9,125,256
Subtotal	7,868,329

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

4,239,063

Cash Flows from Investing Activities:

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(2,981,283)

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

(2,981,283)

Net Increase (Decrease) in Cash	\$1,257,780
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Cash at Beginning of Year	28,819,331
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Cash at End of Period

\$30,077,111

32nd DAA - OC Fair & Event Center
Capital Expenditures & Major Projects Spending (Unaudited)
June, 2015

Description	2015 Budget	2015 Spent	2015 Remaining
Buildings and Improvements			
Pac Amp Renovation	4,400,000	2,453,566	1,946,434
West End Facility Electrical	0	95,082	(95,082)
AG Memorial	111,000	73,400	37,600
Livestock Lane: Electrical Upgrade	0	9,356	(9,356)
Parking: Signage	0	(6,609)	6,609
Arena: Rest Room Trailer Remodel	25,000	0	25,000
ASA: Asphalt Repair & Replace	60,000	10,755	49,245
ASA: Re-Roof & Structure Repair	210,000	0	210,000
Bldg 15: Floor Replacement	18,000	13,971	4,029
Campground: Electrical Infrastructure	9,000	8,072	928
Century Barn Replacement	180,000	0	180,000
EQC: Replace Horseshoer Roof	20,000	16,712	3,288
Gate 2: Drive Lane Asphalt	150,000	0	150,000
Lot B: Slurry & Stripe	350,000	0	350,000
Lot C: Slurry & Stripe	100,000	0	100,000
Lot D: Seal & Stripe	100,000	0	100,000
Maint: Womens Rest Room Remodel	50,000	0	50,000
Maint Yard: Enviro Valves	20,000	0	20,000
Pac Amp: Fall Protection System	45,000	1,500	43,500
Pac Amp: Seat Replacement	1,500,000	0	1,500,000
Ranch Bldg: Remodel	88,000	68,501	19,499
Ranch Bldg: Water Clarifier	18,000	0	18,000
Veterans Exhibit	1,000,000	12,003	987,997
ASA: Entry Sign Replacement	0	16,309	(16,309)
Parking: Signage	80,000	0	80,000
EQC: Wash Rack Canopy	30,000	37,599	(7,599)
Arlington Rest Room Trailer Removal	10,000	13,266	(3,266)
Exterior Rest Room Countertop Replacement	22,000	9,237	12,763
Solar Cart Parking - Charging Station	25,000	29,181	(4,181)
Total Buildings and Improvements	8,621,000	2,861,900	5,759,100
Carnival Improvements			
Family Fairway: Artificial Turf	90,000	0	90,000
Light Tower	50,000	0	50,000
Lot G: Asphalt Repair/Replace/Slurry	250,000	0	250,000
Lot I/A: Tree Line Improvement	220,000	0	220,000
Interior Ground Seal	170,000	9,824	160,176
Carnival Water Line	0	12,932	(12,932)
Total Carnival Improvements	780,000	22,756	757,244
Equipment			
Compressor: Towable/Portable	18,000	0	18,000
Event Ops: Cart	7,000	0	7,000
Exhibit Equipment	20,000	33,418	(13,418)
Parking: Utility Truck	30,000	22,659	7,341
Portable Generator - Emergency Backup	60,000	0	60,000
Jetter Trailer - Steam Cleaning	27,000	32,995	(5,995)
S&S: Parking Lot Lighting Controls	80,000	0	80,000
S&S: Cart	9,000	7,555	1,445
Total Equipment	251,000	96,627	154,373
Total Capital Expenditures	9,652,000	2,981,283	6,670,717
Major Projects			
Org Needs Assessment	0	3,113	(3,113)
Landscape: Perimeter Irrigation System	0	2,900	(2,900)
ASA: Painting	180,000	0	180,000
Baja Blues: Paint Exterior	30,000	9,100	20,900
Bldg 10: Concrete Polishing	0	10,880	(10,880)
Pit Barricades - Crowd Control	12,000	5,618	6,382
IT: Web Design	20,000	0	20,000
Maint Office: Flooring	0	8,974	(8,974)
Pac Amp: Step Lights Repair/Replace	25,000	0	25,000
Pac Amp: Trash Cans - Plaza Area	12,000	7,838	4,162
Parking Shelter Study	15,000	0	15,000
Picnic Tables: ADA Compliant	18,000	16,812	1,188
Plastic Barricades	12,000	10,578	1,422
S&S: Digital Hand Radios	84,000	0	84,000
S&S: Parking Lot K-Rails	80,000	31,515	48,485
Utility Cart Bodies	40,000	0	40,000
Ticket Booths: Blinds	0	11,224	(11,224)
Maint: (10) 3 yrd Dumpsters	0	18,776	(18,776)
Ergonomic Desk Chairs	0	9,331	(9,331)
Total Major Projects	528,000	146,658	381,342
Total Capital Expenditures & Major Projects	10,180,000	3,127,941	7,052,059

OC Fair & Event Center
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Check No.	Date	Vendor Name	Amount
76827	07/01/15	Action Golf Cart Rentals	9,865.90
76828	07/01/15	Adcom Publishing DbA Bride World Expo	798.50
76829	07/01/15	Advanced Marketing & Distribution Inc.	558.00
76830	07/01/15	Alamo Amusements	15.00
76831	07/01/15	Amlon Industries, Inc.	2,138.40
76832	07/01/15	AT&T	31.38
76833	07/01/15	AT&T	100.00
76834	07/01/15	AWI Builders, Inc.	237,620.75
76835	07/01/15	Boyd & Associates, Inc.	480.00
76836	07/01/15	Bugorama Promotions	1,343.75
76837	07/01/15	California Technology Agency	646.00
76838	07/01/15	Cathy Thomas	100.00
76839	07/01/15	California Fair Services Authority	2,229.21
76840	07/01/15	Costa Mesa Community Foundation	3,000.00
76841	07/01/15	CCS Orange County Janitorial, Inc.	7,942.40
76842	07/01/15	CR&A Custom, Inc.	3,641.76
76843	07/01/15	CWF, Inc. dba A1 Event & Party Rental	1,797.50
76844	07/01/15	Department of General Services	606.00
76845	07/01/15	Designer Look A Likes, Inc.	50.00
76846	07/01/15	Eisel Enterprises, Inc.	604.80
76847	07/01/15	Ernest Miller	100.00
76848	07/01/15	Evy Young	171.85
76849	07/01/15	Gina Van Stratten	24.44
76850	07/01/15	Global Tour Creatives, LLC	1,930.00
76851	07/01/15	Hae Jung Cho	100.00
76852	07/01/15	IUOE, Craft/Maint. Division	1,458.00
76853	07/01/15	Jerry Liu & Associates	1,587.50
76854	07/01/15	Jewelry Trends	50.00
76855	07/01/15	Jose Martinez Tree Service, Inc.	400.00
76856	07/01/15	KCBS-FM	8,570.25
76857	07/01/15	KFRG	2,125.00
76858	07/01/15	KRTH 101FM	10,557.00
76859	07/01/15	Lauria Watts	100.00
76860	07/01/15	Linda Amendt	100.00
76861	07/01/15	Medical and Safety Management, Inc.	1,505.00
76862	07/01/15	Mesa Water District	13,198.20
76863	07/01/15	Mike's Precision Welding, Inc.	2,850.00
76864	07/01/15	Mobile Modular Portable Storage	776.08
76865	07/01/15	Orange County Treasurer-Tax Collector	7,985.46
76866	07/01/15	Pacific Carpet and Tile Cleaning	938.25
76867	07/01/15	CA Public Employees Retirement System	48,817.20
76868	07/01/15	Pitney Bowes Inc.	576.72
76869	07/01/15	Recess Revolution	55.00
76870	07/01/15	Roy Englebrecht Promotions	408.88
76871	07/01/15	Voided	-

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Check No.	Date	Vendor Name	Amount
76872	07/01/15	Sabrina Sakaguchi	82.40
76873	07/01/15	SEIU Local 1000 CA State Employees Asso.	1,887.04
76874	07/01/15	Voided	-
76875	07/01/15	State Disbursement Unit	331.00
76876	07/01/15	State Controllers Office	6.90
76877	07/01/15	Terry Coakley	100.00
76878	07/01/15	United Rentals (North America), Inc.	802.02
76879	07/01/15	Valerie Casey	100.00
76880	07/01/15	Whitney Tang	7.25
76881	07/01/15	World Pet Association, Inc aka: Pet Expo	1,281.89
76882	07/01/15	S & J Graphics	719.55
76883	07/01/15	Quijote Corporation dba Sensis	613.01
76884	07/06/15	Images In Ice	50,175.00
76885	07/09/15	Abbie Putman	79.97
76886	07/09/15	Association of State CA Supervisors	108.00
76887	07/09/15	A & H Refrigeration, Inc.	328.00
76888	07/09/15	American Express	34.70
76889	07/09/15	American Express	190.24
76890	07/09/15	Amy M. Carlson	100.00
76891	07/09/15	Andrea Huber	100.00
76892	07/09/15	Ann Elizabeth Turley	100.00
76893	07/09/15	AT&T	1,305.96
76894	07/09/15	Barbara Thompson	172.65
76895	07/09/15	Belinda K. Belisle	100.00
76896	07/09/15	Blizzard Entertainment	1,469.38
76897	07/09/15	B & L Productions	847.56
76898	07/09/15	The CARLAB	814.00
76899	07/09/15	California Fairs Financing Authority	1,267.80
76900	07/09/15	CCS Orange County Janitorial, Inc.	1,299.40
76901	07/09/15	CR&R Inc.	145.00
76902	07/09/15	CR&A Custom, Inc.	5,045.84
76903	07/09/15	DeltaCare USA	704.87
76904	07/09/15	Delta Dental Plan Of California	4,393.63
76905	07/09/15	Department Of Human Resources	331.50
76906	07/09/15	Extreme Reach Talent, Inc.	1,834.09
76907	07/09/15	Felipa Hanson	100.00
76908	07/09/15	Franchise Tax Board	0.34
76909	07/09/15	Haitbrink Asphalt Paving, Inc.	26,870.00
76910	07/09/15	Helen Koshak	100.00
76911	07/09/15	Images In Ice	25,175.00
76912	07/09/15	Jeff Wilson	8.00
76913	07/09/15	Jere L. Rogal	100.00
76914	07/09/15	Judy Nowland	100.00
76915	07/09/15	Justin Aquino	31.97
76916	07/09/15	Kaiser Permanente	38,868.60

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Check No.	Date	Vendor Name	Amount
76917	07/09/15	Kathy Kramer	30.50
76918	07/09/15	Kathleen Smith	100.00
76919	07/09/15	KKGO - FM	3,357.50
76920	07/09/15	Karen Krajczynski	100.00
76921	07/09/15	Laurie L. Stewart	100.00
76922	07/09/15	Linda M. Colquitt	150.00
76923	07/09/15	Lisa Sexton	6,996.75
76924	07/09/15	Marie Torres	136.77
76925	07/09/15	Medical and Safety Management, Inc.	460.00
76926	07/09/15	Melody Avena	11.00
76927	07/09/15	Mendenhall Productions	7,629.52
76928	07/09/15	Michael W Broschinsky	100.00
76929	07/09/15	Michael A. DeVries	600.00
76930	07/09/15	Michael Payan	150.00
76931	07/09/15	Mobile Mini	378.00
76932	07/09/15	Modular Space Corporation / Modspace	1,165.85
76933	07/09/15	N-Effect Productions	1,398.00
76934	07/09/15	Orange County Treasurer-Tax Collector	21,421.03
76935	07/09/15	On Trend Apparel, Inc.	3,564.00
76936	07/09/15	Pacific Carpet and Tile Cleaning	1,017.00
76937	07/09/15	Pam Highwart	118.21
76938	07/09/15	Pilar E Barrios Farmer	100.00
76939	07/09/15	Point B	524.50
76940	07/09/15	Polly Womack	100.00
76941	07/09/15	Ricoh Americas Corporation	64.30
76942	07/09/15	Roseanne M. Bye	100.00
76943	07/09/15	Russell Davis	250.00
76944	07/09/15	Sandra Cormaci-Boles	100.00
76945	07/09/15	SanGar Builders, Inc.	9,415.00
76946	07/09/15	SoCal District United Pentecostal Church	46.75
76947	07/09/15	Southern California Edison	3,936.22
76948	07/09/15	Sound Media Fusion, LLC	6,000.00
76949	07/09/15	Southwest Mobile Storage, Inc.	279.72
76950	07/09/15	The Gas Company	340.99
76951	07/09/15	ThyssenKrupp Elevator Corporation	726.96
76952	07/09/15	Christine Tina Davidson	100.00
76953	07/09/15	Tracy's Mobile Repair	351.64
76954	07/09/15	United Rentals (North America), Inc.	2,114.87
76955	07/16/15	Beckley and Bunnell LLC f/s/o America	40,300.00
76956	07/16/15	Pacific Symphony	63,540.00
76957	07/17/15	626 Night Market	1,200.00
76958	07/17/15	A & H Refrigeration, Inc.	1,032.92
76959	07/17/15	American Vintage Designs	9,445.24
76960	07/17/15	Andy Gump Inc.	5,400.00
76961	07/17/15	Aquatic Service, Inc.	195.00

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Check No.	Date	Vendor Name	Amount
76962	07/17/15	Wilcassettes LLC f/s/o Big Data	18,600.00
76963	07/17/15	Voided	-
76964	07/17/15	California Fairs Financing Authority	5,697.31
76965	07/17/15	California Fair Services Authority	21,985.09
76966	07/17/15	CCS Orange County Janitorial, Inc.	1,022.00
76967	07/17/15	Common Kings Touring LLC	25,000.00
76968	07/17/15	Critical Mention, Inc.	1,249.75
76969	07/17/15	CrowdTorch by Cvent	2,499.50
76970	07/17/15	CSI Electrical Contractors, Inc.	2,150.00
76971	07/17/15	Cummins-Allison Corp	5,564.50
76972	07/17/15	Day-Ton Management f/s/o Side Effect	9,565.16
76973	07/17/15	Department of Justice	6,120.00
76974	07/17/15	Department Of Human Resources	35.00
76975	07/17/15	Diana Sanders Cinamon	200.00
76976	07/17/15	M. O. Dion & Sons, Inc.	1,282.65
76977	07/17/15	Eisel Enterprises, Inc.	4,358.88
76978	07/17/15	Extreme Reach Talent, Inc.	20,420.60
76979	07/17/15	Fair Media Solutions, LLC	1,747.50
76980	07/17/15	Fire Sprinkler Inspections, Inc.	950.00
76981	07/17/15	Fluffy Tour, Inc. f/s/o Gabriel Iglesias	200,000.00
76982	07/17/15	Haitbrink Asphalt Paving, Inc.	1,267.50
76983	07/17/15	Flower Power Concerts, Inc.	65,000.00
76984	07/17/15	HD Supply - White Cap	24,701.11
76985	07/17/15	Voided	-
76986	07/17/15	Iration, LLC f/s/o Iration	50,000.00
76987	07/17/15	Kevin P. Knight f/s/o Damage Inc.	2,000.00
76988	07/17/15	Lothar H. Vallot	200.00
76989	07/17/15	Marie Torres	9.25
76990	07/17/15	Music Zirconia, Inc.	3,000.00
76991	07/17/15	National Construction Rentals, Inc	675.00
76992	07/17/15	Gravity Technologies Inc.	745.00
76993	07/17/15	Orange County Treasurer-Tax Collector	9,226.40
76994	07/17/15	Paper Depot	90.00
76995	07/17/15	CA Public Employees Retirement System	5,252.85
76996	07/17/15	Pinnacle Petroleum, Inc.	839.97
76997	07/17/15	Power Line Chemical Corp	32,995.00
76998	07/17/15	Quickel Paving, Inc.	20,995.00
76999	07/17/15	Rebecca Goodyear	4,000.00
77000	07/17/15	Seaside Ice, LLC dba Ice-America	106,000.00
77001	07/17/15	Southern California Edison	6,064.81
77002	07/17/15	Spectra	803.93
77003	07/17/15	Spec Seats Int'l Corp	4,989.60
77004	07/17/15	State Disbursement Unit	331.00
77005	07/17/15	Sailor Touring LLC fso Steve Miller Band	186,000.00
77006	07/17/15	Ted Crane	160.00

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Check No.	Date	Vendor Name	Amount
77007	07/17/15	TBP Entertainment, Inc. (The Band Perry)	162,750.00
77008	07/17/15	Tracy's Mobile Repair	190.00
77009	07/17/15	Voided	-
77010	07/17/15	United Rentals (North America), Inc.	1,852.80
77011	07/17/15	Valentine Road Corp. f/s/o Willie Nelson	97,650.00
77012	07/17/15	Fluffy Tour, Inc. f/s/o Gabriel Iglesias	7,500.00
77013	07/17/15	Iration, LLC f/s/o Iration	1,500.00
77014	07/17/15	Sailor Touring LLC fso Steve Miller Band	4,650.00
77015	07/17/15	Iration, LLC f/s/o Iration	1,500.00
77016	07/17/15	Sailor Touring LLC fso Steve Miller Band	4,650.00
77017	07/17/15	Iration, LLC f/s/o Iration	1,500.00
77018	07/17/15	Sailor Touring LLC fso Steve Miller Band	6,975.00
77019	07/17/15	Sailor Touring LLC fso Steve Miller Band	9,300.00
77020	07/17/15	International Speedway, Inc.	26,000.00
77021	07/17/15	International Speedway, Inc.	26,000.00
77022	07/22/15	Charli XCX Inc. f/s/o Charli XCX	60,506.00
77023	07/22/15	Bleachers Touring Inc. f/s/o Bleachers	57,660.00
77024	07/23/15	Ann Marie Raffaelli f/s/o Annie McQueen	500.00
77025	07/24/15	Above Water Selah Int'l	1,162.97
77026	07/24/15	Action Trophy	199.64
77027	07/24/15	Aer Touring, Inc. f/s/o Aer	14,832.50
77028	07/24/15	Allen Barr	122.77
77029	07/24/15	Amy Jo Pedone	100.00
77030	07/24/15	AT&T	20.99
77031	07/24/15	AT&T	100.00
77032	07/24/15	Clearinghouse, ATLAS no. 000485120101	4.36
77033	07/24/15	Bandmerch, LLC	975.46
77034	07/24/15	Barbara Des Rochers	100.00
77035	07/24/15	Beckley and Bunnell LLC f/s/o America	347.37
77036	07/24/15	Betty Hart	54.39
77037	07/24/15	Bill Magee	2,400.00
77038	07/24/15	BurrellesLuce	239.56
77039	07/24/15	Candace Smith	100.00
77040	07/24/15	Cart Mart, Inc.	2,873.88
77041	07/24/15	California Fair Services Authority	1,668.74
77042	07/24/15	Chad Yanagisawa	700.00
77043	07/24/15	Colleen Hessler	100.00
77044	07/24/15	CCS Orange County Janitorial, Inc.	233.60
77045	07/24/15	Common Sense Music, Inc.	1,500.00
77046	07/24/15	CORT Business Services, Inc.	166.00
77047	07/24/15	CR&R Inc.	8,291.18
77048	07/24/15	CWF, Inc. dba A1 Event & Party Rental	3,600.00
77049	07/24/15	Tsutsumida Pictures	180.00
77050	07/24/15	Delta Media, Inc.	184,695.00
77051	07/24/15	Dereing Seating & Manufacturing, Inc.	4,517.72

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Check No.	Date	Vendor Name	Amount
77052	07/24/15	Diana Perkins	100.00
77053	07/24/15	Edward Leon	225.00
77054	07/24/15	Erin K. Gorter	894.98
77055	07/24/15	Extreme Reach Talent, Inc.	40,328.77
77056	07/24/15	Fluffy Tour, Inc. f/s/o Gabriel Iglesias	10,426.16
77057	07/24/15	Francine Bradley	417.19
77058	07/24/15	Franks Bros. Sales, Inc.	3,678.44
77059	07/24/15	Franchise Tax Board	151.14
77060	07/24/15	Gayle Cory	50.00
77061	07/24/15	Haitbrink Asphalt Paving, Inc.	30,200.00
77062	07/24/15	Southland Publishing	800.00
77063	07/24/15	Iration, LLC f/s/o Iration	11,057.56
77064	07/24/15	Indiana State Central Collection Unit	6.90
77065	07/24/15	Judy Price	100.00
77066	07/24/15	Julia Dimson	34.43
77067	07/24/15	Kennah Construction, Inc.	2,400.00
77068	07/24/15	KKGO - FM	3,357.50
77069	07/24/15	Kristine Doron	1,500.00
77070	07/24/15	Lauria Watts	100.00
77071	07/24/15	LA Weekly, LP	4,799.00
77072	07/24/15	Leesha Arason	1,000.00
77073	07/24/15	Lisa Sexton	6,996.75
77074	07/24/15	Lopez Works, Inc.	31,256.45
77075	07/24/15	Jon Lundgren	45.30
77076	07/24/15	Main Stage Events, LLC (Neon Circus)	4,185.00
77077	07/24/15	Manatt, Phelps & Phillips, LLP	10,463.00
77078	07/24/15	Voided	-
77079	07/24/15	Pacific Coast Shavings, Inc.	5,695.15
77080	07/24/15	Pinnacle Landscape Company	4,457.00
77081	07/24/15	Pinnacle Petroleum, Inc.	1,610.95
77082	07/24/15	Priscilla Mayfield	100.00
77083	07/24/15	Quantcast Corporation	1,775.82
77084	07/24/15	Quality Fence Co., Inc.	755.00
77085	07/24/15	Rachel Klemek	100.00
77086	07/24/15	Ramon J. Rodarte	14,499.91
77087	07/24/15	Robert Elfaizy	6,000.00
77088	07/24/15	Safeguard Health Plans	75.24
77089	07/24/15	Seedless Band	4,000.00
77090	07/24/15	Sound Media Fusion, LLC	5,250.00
77091	07/24/15	Spectra	170.19
77092	07/24/15	State Disbursement Unit	8.88
77093	07/24/15	Statewide Seating & Grandstands, Inc.	1,560.00
77094	07/24/15	TalentWise, Inc.	11,701.00
77095	07/24/15	The GiG Entertainment	1,800.00
77096	07/24/15	Tosti Studios	1,000.00

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Check No.	Date	Vendor Name	Amount
77097	07/24/15	United Site Services Of America	2,129.57
77098	07/24/15	United Rentals (North America), Inc.	5,220.92
77099	07/24/15	Valerie Casey	100.00
77100	07/24/15	Verizon Wireless	1,552.90
77101	07/24/15	Vicky Hsu	100.00
77102	07/25/15	Capital Cities Touring LLC.	100,000.00
77103	07/26/15	Cavallo Equestrian Arts, LLC	37,200.00
77104	07/29/15	Bladerocker Entertainment, Inc.	1,600.00
77105	07/29/15	Reformation Music Inc. (Spandau Ballet)	139,500.00
77106	07/30/15	Easy Star Records/Easy Star All-Stars	12,396.00
77107	07/30/15	Offspring, Inc. f/s/o The Offspring	197,500.00
77108	07/30/15	Compound One aka Interrupters aka bivona	2,500.00
77109	07/31/15	A & H Refrigeration, Inc.	5,247.20
77110	07/31/15	Alexandra Martin	167.02
77111	07/31/15	Amanda Dahlgren	500.00
77112	07/31/15	American Express	15.00
77113	07/31/15	Amlon Industries, Inc.	6,415.20
77114	07/31/15	ArtStone Publishers f/s/o Joe Castillo	29,062.50
77115	07/31/15	AT&T	4,879.00
77116	07/31/15	ATI Architects and Engineers	11,653.56
77117	07/31/15	Bev Lazo	200.00
77118	07/31/15	Bruce Hershey	500.00
77119	07/31/15	California Technology Agency	646.00
77120	07/31/15	Voided	-
77121	07/31/15	California Fair Services Authority	135.00
77122	07/31/15	Christian Ramirez	400.00
77123	07/31/15	Christine Russell	75.00
77124	07/31/15	Costa Mesa Chamber Of Commerce	1,500.00
77125	07/31/15	Complete Entertainment Resources, LLC	14,367.50
77126	07/31/15	Compound One aka Interrupters aka bivona	2,500.00
77127	07/31/15	Critical Environments, Inc.	19,613.75
77128	07/31/15	CWF, Inc. dba A1 Event & Party Rental	2,475.00
77129	07/31/15	Tsutsumida Pictures	1,116.00
77130	07/31/15	Daniel Tello f/s/o The Originalites	5,000.00
77131	07/31/15	David A. Wade	300.00
77132	07/31/15	Delilah Snell	100.00
77133	07/31/15	CDFA (California Dept. of Food & Ag.)	129.00
77134	07/31/15	Department Of Human Resources	663.00
77135	07/31/15	Donald P. Dormeyer	500.00
77136	07/31/15	Douglas McCulloh	500.00
77137	07/31/15	Edward Leon	281.25
77138	07/31/15	Erica Ballard	100.00
77139	07/31/15	Flory's Sheep Shearing	300.00
77140	07/31/15	Francine Bradley	132.32
77141	07/31/15	Haitbrink Asphalt Paving, Inc.	24,500.00

OC Fair & Event Center
Accounts Payable Checks Summary
July 2015

Check No.	Date	Vendor Name	Amount
77142	07/31/15	James Elliott Entertainment	3,250.00
77143	07/31/15	Siao Thorn Inc. f/s/o Jefferson Starship	21,500.00
77144	07/31/15	Judy Price	100.00
77145	07/31/15	Kalise Bryant	75.00
77146	07/31/15	Keeton Kreitzer Consulting	3,000.00
77147	07/31/15	Kirby Piazza	400.00
77148	07/31/15	Lauria Watts	200.00
77149	07/31/15	Linda Amendt	100.00
77150	07/31/15	Live Nation Merchandise, Inc.	9,039.36
77151	07/31/15	Marc Adam Seligson	600.00
77152	07/31/15	Mesa Water District	15,360.60
77153	07/31/15	MHP Fabrication	3,456.00
77154	07/31/15	Michael Adame	75.00
77155	07/31/15	Michael K. Gamnig	400.00
77156	07/31/15	Mihoko Yamagata	500.00
77157	07/31/15	Mobile Modular Portable Storage	776.08
77158	07/31/15	Monica Esparza	300.00
77159	07/31/15	Music Zirconia, Inc.	4,500.00
77160	07/31/15	Nick Buffa	86.24
77161	07/31/15	Orange County Treasurer-Tax Collector	8,339.17
77162	07/31/15	Peggy L. McBeath	400.00
77163	07/31/15	Peggy Peattie	500.00
77164	07/31/15	Quickel Paving, Inc.	20,240.00
77165	07/31/15	Voided	-
77166	07/31/15	Ray Leier	300.00
77167	07/31/15	Rich Manning	100.00
77168	07/31/15	Ricoh Americas Corporation	3,836.24
77169	07/31/15	Zano Productions (Ronald Canzano)	825.00
77170	07/31/15	Roxanne Sexauer	500.00
77171	07/31/15	Ryan Even	500.00
77172	07/31/15	S & J Graphics	12,315.24
77173	07/31/15	Sand Bag LTD	1,399.69
77174	07/31/15	Sayon Syprasoeuth	500.00
77175	07/31/15	Sectran Security, Inc.	100.00
77176	07/31/15	Quijote Corporation dba Sensis	14,350.00
77177	07/31/15	Sharon Augenstein	212.00
77178	07/31/15	Southern California Edison	49,146.45
77179	07/31/15	Southwest Mobile Storage, Inc.	361.80
77180	07/31/15	Spectra	207.90
77181	07/31/15	State Disbursement Unit	331.00
77182	07/31/15	Stephen Francis Daly	75.00
77183	07/31/15	Susan Irby	100.00
77184	07/31/15	Susan Johnson	100.00
77185	07/31/15	Susan Spiritus Gallery, Inc.	500.00
77186	07/31/15	Talamantes Drum Co.	1,026.00

OC Fair & Event Center Accounts Payable Checks Summary July 2015			
Check No.	Date	Vendor Name	Amount
77187	07/31/15	TBP Entertainment, Inc. (The Band Perry)	7,269.70
77188	07/31/15	Theresa Vargas (Urban Chickens)	600.00
77189	07/31/15	Three Dog Night	44,450.00
77190	07/31/15	Christine Tina Davidson	100.00
77191	07/31/15	Union Station Land, Inc. (AlisonKrauss&U	97,650.00
77192	07/31/15	United Rentals (North America), Inc.	4,945.24
77193	07/31/15	Vicki Schrimmer dba: My Favorite Indulge	100.00
77194	07/31/15	Xaxis US, LLC	1,889.18
77195	07/31/15	Xpert Premier Protective Services, Inc.	3,000.00
77196	07/31/15	Yu Ji	500.00
77197	07/31/15	Zac Chubb	75.00
77198	07/31/15	Music Zirconia, Inc.	4,000.00
77199	07/31/15	Music Zirconia, Inc.	3,250.00
77200	07/31/15	Music Zirconia, Inc.	2,500.00
77201	07/31/15	E4C Enterprises, LLC (Brew Hee Haw)	50,987.09
Total July 2015 AP Checks			3,554,804.65

**OC Fair & Event Center
Electronic Payments Summary
July 2015**

Reference No.	Date	Vendor Name	Amount
E070115	07/01/15	Paymentech TM - 6990	366.10
E14313237	07/01/15	CA Public Employees Retirement System	86.20
E070215-1	07/02/15	Signapay Accounting - 0964	5,271.84
E070215-2	07/02/15	Global Payments WiFi - 3304	30.98
E070215-3	07/02/15	Authorize.net Gateway - WiFi	30.45
E070215-4	07/02/15	Authorize.net Gateway - ESS	29.95
E070215-5	07/02/15	Global Payments Visual Arts - 3277	20.95
E070215-6	07/02/15	Global Payments ESS - 4284	20.95
E070215-7	07/02/15	Signapay PacAmp Sales - 1608	15.04
E070215-8	07/02/15	Signapay JLA - 6845	12.00
E070215-9	07/02/15	Signapay Carnival - 3185	10.00
E070215-10	07/02/15	Signapay PacAmp Merch - 5003	10.00
EP070215-1	07/02/15	Payroll Tax - Federal	61,878.00
EP070215-2	07/02/15	Payroll Tax - State	9,203.34
EU3567140988	07/03/15	PayPal	59.95
E070315-1	07/03/15	CBB Exhibit Entries - 8888	1,106.75
E070315-2	07/03/15	Paymentech TM - 6990	21.26
EP070615	07/06/15	Payroll Tax - Federal	7.66
E070615-1	07/06/15	AMEX TM - 5809	469.88
E070615-2	07/06/15	Paymentech TM - 6990	209.52
E070615-3	07/06/15	AMEX Entries - 8152	109.24
E070615-4	07/06/15	AMEX WiFi - 3435	0.39
E49354582	07/06/15	Pitney Bowes Inc.	3,000.00
E070715	07/07/15	Paymentech TM - 6990	114.92
E070815-1	07/08/15	Paymentech TM - 6990	415.13
E070815-2	07/08/15	Signapay Carnival - 3185	10.00
EP070915-1	07/09/15	Payroll Tax - Federal	2,422.80
EP070915-2	07/09/15	Payroll Tax - State	590.68
E071315	07/13/15	Paymentech TM - 6990	243.53
EP071315-1	07/13/15	Payroll Tax - Federal	12,593.37
EP071315-2	07/13/15	Payroll Tax - State	1,396.31
E071415	07/14/15	Paymentech TM - 6990	206.79
EP071415	07/14/15	Payroll Tax - Federal	0.72
E14313237	07/14/15	CA Public Employees Retirement System	136,000.14
E071515	07/15/15	Paymentech TM - 6990	497.62
E071615	07/16/15	Paymentech TM - 6990	137.36
E071715	07/17/15	Paymentech TM - 6990	187.77
E072015-1	07/20/15	CBB Analysis Statement Fee	479.81
E072015-2	07/20/15	Paymentech TM - 6990	207.54
EP072015-1	07/20/15	Payroll Tax - Federal	60,187.90
EP072015-2	07/20/15	Payroll Tax - State	8,783.07
E072115	07/21/15	Paymentech TM - 6990	663.97
EP072115	07/21/15	Payroll Tax - Federal	27.46
E072215	07/22/15	Paymentech TM - 6990	7,837.17
EP072215	07/22/15	Payroll Tax - Federal	1.82

OC Fair & Event Center Electronic Payments Summary July 2015			
Reference No.	Date	Vendor Name	Amount
E117739995	07/23/15	Ray Cammack Shows, Inc.	400,000.00
E072415	07/24/15	Paymentech TM - 6990	36.06
E072715-1	07/27/15	Paymentech TM - 6990	2,201.51
E072715-2	07/27/15	Signapay Carnival - 3185	70.30
EP072715-1	07/27/15	Payroll Tax - Federal	19,624.05
EP072715-2	07/27/15	Payroll Tax - State	2,306.24
EP072815	07/28/15	Payroll Tax - Federal	88.91
E072815-1	07/28/15	Paymentech TM - 6990	2,480.32
E072815-2	07/28/15	Signapay Carnival - 3185	1,146.80
Eb5849f1a5b	07/28/15	US Bank	341,322.07
E072915	07/29/15	Paymentech TM - 6990	14,109.54
E073015-1	07/30/15	Signapay Carnival - 3185	663.75
E073015-2	07/30/15	Paymentech TM - 1087	35.00
E110790299	07/30/15	Ray Cammack Shows, Inc.	2,400,000.00
EP073015-1	07/30/15	Payroll Tax - Federal	145.98
EP073015-2	07/30/15	Payroll Tax - State	5.56
E073115	07/31/15	Paymentech TM - 6990	47.16
E14551705	07/31/15	CA Public Employees Retirement System	6.45
Total July 2015 Electronic Payments			3,499,266.03

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD AUGUST 27, 2015**

1. CALL TO ORDER:

Chair Aitken called the meeting to order at 9:03 a.m.

2. MISSION STATEMENT

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by Director Berardino. Roll call taken by Jessica Zimmerman.

4. DIRECTORS PRESENT:

Chair Aitken, Director Tkaczyk, Director La Belle, Director Berardino, Director Bagneris, Director Nguyen, and Director Cervantes

DIRECTORS ABSENT/EXCUSED:

Vice Chair Mouet and Director Robert Ruiz

OTHERS PRESENT:

Kathy Kramer, OCFEC CEO; Michele Richards, OCFEC Chief Business Development Officer; Doug Lofstrom, OCFEC; Jeff Willson, OCFEC; Jessica Zimmerman, OCFEC; Elaine Kumamoto, OCFEC Director of Finance; Joan Hamill, OCFEC Director of Community Relations; Jerry Eldridge, OCFEC Director of Facilities; Howard Sandler, OCFEC Director of Events; Jason Jacobsen, OCFEC Director of Planning and Presentation; Nick Buffa, OCFEC Safety & Security Supervisor; Deborah Fletcher, Office of the Attorney General; Roger Grable, Manatt, Phelps & Phillips, LLP; Janet Taylor, stenographer; Bill Clark, IATSE; Ann Kastil, RCS; Mike Robbins; Jeanine Robbins; Richard Skoczylas, OCWS; Theresa Sears

5. CEO'S OPERATIONAL UPDATE

Kathy Kramer, OCFEC Chief Executive Officer, announced that the 2015 OC Fair attendance was 1,301,445 which was down 2.67% from 2014. 2015 gross revenue was \$49,193,826, which was down by 1.57% from 2014.

Discussing the Neighborhood Ambassador Program and the Neighborhood Sound Research Team, Kramer reported that OCFEC did not received any noise complaints as a result of the concerts in the Pacific Amphitheatre, and the research data that was collected will help OCFEC further understand and mitigate sound.

A full recap of the 2015 OC Fair will be presented at the September Board meeting.

Kramer noted that she expected an update of the Arlington Bio-Swale project at the September Board meeting. She mentioned that Orange Coast College has circulated a new CEQA document which moves the proposed parking structure to their property instead of OCFEC. The Pacific Amphitheatre seat replacement project is expected to be completed by February, 2016. Also, OCFEC will be hiring an interim CFO as the search for a permanent replacement commences and interviews for the COO position will begin in early September.

6. PUBLIC COMMENT

Richard Skoczylas, Vice President of the Orange County Wine Society, asked about the status of plans to construct a new building to provide additional space for Centennial Farm and house the Wine Society.

Director Aitken asked Kramer to look into the issue and report back at the September Board meeting.

Jeanine Robbins spoke about counterfeit money at the 2015 OC Fair. She suggested having some type of daily news letter or a text alert system to keep vendors informed about suspects distributing counterfeit bills during the event.

Director Nguyen suggested utilizing technology to have better communication with our vendors for security related purposes. He believed that vendors could play a role in security for the entire Fair.

7. MINUTES:

A. Board Meeting held June 25, 2015

Action Item

ACTION: Director Cervantes motioned and Director Berardino seconded to review and approve the minutes from the Board meeting held June 25, 2015. **MOTION CARRIED. AYES: Chair Aitken, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Nguyen, and Director Cervantes. NAYES: none.**

8. CONSENT CALENDAR

A. Standard Agreements: SA-126-15FT; SA-140-15FT; SA-144-15FT; SA-151-15SP; SA-152-15SP; SA-160-15FT; SA-161-15PA; SA-162-15PA; SA-163-15PA; SA-167-15FT; SA-171-15FT; SA-172-15PA; SA-173-15PA; SA-174-15PA; SA-175-15CS; SA-176-15AS; SA-177-15AS; SA-178-15PA; SA-179-15PA; SA-180-15PA; SA-181-15PA; SA-182-15PA; SA-183-15PA; SA-184-15HB; SA-185-15FT; SA-186-15HB; SA-187-15PA; SA-188-15PA; SA-189-15FT; SA-190-15FT; SA-191-15FT; SA-192-15GE; SA-193-15FT; SA-194-15AS; SA-195-15BB;

SA-196-15FT; SA-197-15FT; SA-198-15SP; SA-199-15SP;
SA-200-15SP; SA-202-15PA; SA-203-15PA; SA-204-15SP;
SA-205-15SP; SA-206-15PA; SA-207-15PA; SA-208-15FT;
SA-209-15FT; SA-210-15FT; SA-211-15FT; SA-212-15FT;
SA-213-15FT; SA-214-15FT; SA-215-15FT; SA-216-15FT;
SA-217-15FT; SA-218-15FT; SA-219-15FT; SA-220-15FT;
SA-221-15FT; SA-222-15FT; SA-223-15YR; SA-224-15YR;
SA-225-15FT; SA-226-15FT; SA-227-15FT; SA-228-15HB;
SA-229-15HB; SA-230-15SP; SA-231-15SP; SA-232-15HB;
SA-233-15FT; SA-235-15FT; SA-236-15SP; SA-237-15SP;
SA-238-15SP; SA-241-15SP; SA-242-15FT; SA-243-15FT;
SA-244-15FT; SA-245-15FT; SA-246-15FT; SA-247-15FT;
SA-248-15SP; SA-249-15SP; SA-250-15PS; SA-251-15SP;
SA-252-15SP; SA-253-15SP; SA-258-15SP; SA-259-15FT

- B. Amendments: SA-028-15BL (Amend. #1); SA-56-12PA (Amend. #3);
SA-061-15YR (Amend. #1); SA-062-15FT (Amend. #1); SA-067-15GE
(Amend. #1); SA-084-15GE (Amend. #1); SA-086-15FT (Amend. #1);
SA-124-15AS (Amend. #1); SA-054-15FT (Amend. #1); SA-167-12SP
(Amend. #3)

C. Interagency Agreements: none.

D. Letters of Understanding: none.

- E. Rental Agreements: R-042-15; R-043-15; R-044-15; R-050-15;
R-069-15; R-083-15; R-084-15; R-110-15; R-116-15; R-120-15;
R-124-15; R-126-15; R-130-15; R-131-15; R-134-15; R-142-15;
R-014-16; FT-018-15

F. Active Joint Powers Authority Agreements: none.

G. Platinum Rental Agreements: 15717; 15741

H. Judging Agreements: GF-014-15; GF-015-15; GF-016-15; GF-017-15;
HA-022-15; VA-027-15

I. 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. none.

Director La Belle asked that R-110-15 be pulled for comment.

ACTION: Director LaBelle motioned and Director Tkaczyk seconded to review and approve the Consent Calendar. **MOTION CARRIED.**

AYES: Chair Aitken, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Nguyen, and Director Cervantes. NAYES: none.

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

Michele Richards, OCFEC Vice President, Business Development, provided an update regarding the Centennial Farm Foundation. She announced that the Foundation's annual poker tournament held on August 4 raised \$4,500 for Centennial Farm programs.

Director Berardino, on behalf of the Heroes Hall Veteran's Foundation Board, mentioned that Manatt, Phelps & Phillips will represent the Foundation pro-bono. The Foundation is currently looking into different fundraising options and opportunities.

Director La Belle announced that the next Heroes Hall Veteran's Foundation Board meeting will be held on Wednesday, September 2 at 3 p.m. He also noted that Director Berardino had been elected the President of Foundation's Board of Directors.

Chair Aitken, on behalf of the Workers Memorial Task Force announced that there will be a dedication ceremony on Labor Day, September 7. She also noted that OCFEC will be receiving an award from the Black Chamber of Commerce for our work with veterans and for the decision to create Heroes Hall.

Director Bagneris mentioned that there are still some issues regarding the Heroes Hall Veteran's Foundation that she would like to have agendaized for the September Board meeting.

Richards stated that that Workers Memorial will be open for a quick preview on Labor Day from 10 a.m. to noon.

On behalf of the City Liaison Committee, Director La Belle noted that the Cities Days program was very successful this year.

Richards stated that 28 of the 34 Orange County cities participated in the daily flag raising.

Chair Aitken suggested partnering with city libraries to provide discount tickets as part of their summer reading programs.

B. Discussion on Board Position Regarding SB 716 Related to Treatment of Elephants

Kramer introduced the staff report; Director Berardino stated that the

board should support the legislation which bans the use of bull hooks on elephants, noting that the Board voted in 2012 to terminate elephant rides at the OC Fair.

Director Tkaczyk mentioned that the Ringling Brothers Circus is going to phase out the use of elephants in their shows.

Director Bagneris supported the ban.

ACTION: Director Berardino motioned and Director Bagneris seconded to support the ban and draft a letter of support for SB 716.

MOTION CARRIED. AYES: Chair Aitken, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Nguyen, and Director Cervantes. NAYES: none.

C. Discussion of the Hiring of a Legislative Monitoring Firm

Kramer presented that staff report, noting that this will provide a resource to the Board of Directors and the organization to monitor any legislation relevant to the operations of the fairgrounds.

Director Berardino noted that it is very important to have a lobbyist to protect the Associations interests.

Director LaBelle believes that having a lobbyist is important, noting that hundreds of cities in California have lobbyist

Director Bagneris wanted to make sure the Financial Monitoring Committee is involved in the process of hiring a lobbying firm.

Teresa Sears suggested sending the letter of support for SB 716 to the Governor in addition to the author of the bill. She then criticized Western Fairs Association for not representing the interests of OCFEC and suggested minimizing OCFEC's involvement with them. She then suggested that any lobbyist hired by OCFEC be required to work with citizen activists such as herself to save time and money.

Director Tkaczyk noted that he believed it was important to be involved with Western Fairs Association because with a seat at the table OCFEC can change them more than they can change us and influence the industry.

Chair Aitken asked that staff work with the Legislative Monitoring Task Force and Director Berardino to draft the RFP.

ACTION: Director Berardino motioned and Director Cervantes seconded to direct staff to begin the RFP process to hire a legislative advocate. **MOTION CARRIED. AYES: Chair Aitken, Director La**

Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Nguyen, and Director Cervantes. NAYES: none.

D. Approval of Architectural Designs Service for Heroes Hall Project

Kramer introduced the staff report.

Michele Richards noted that staff is recommending the continued use of ATI to create detailed architectural and construction plans in order to finalize the bid package. Staff plans on presenting a more detailed timeline for the project at the September Board meeting.

Director La Belle asked that a discussion of construction management options be agendaized for the September Board meeting.

ACTION: Director Bagneris motioned and Director Cervantes seconded to review and approve the development of architectural and construction plans for Heroes Hall. **MOTION CARRIED. AYES: Chair Aitken, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Nguyen, and Director Cervantes. NAYES: none.**

E. Discussion of Appointees to the Heroes Hall Veterans Foundation Board of Directors

Director Berardino presented the nomination of Robert V. "Bobby" McDonald.

ACTION: Director Berardino motioned and Director LaBelle seconded to review and approve the appointment of Robert V. "Bobby" McDonald to the Heroes Hall Board of Directors. **MOTION CARRIED. AYES: Chair Aitken, Director La Belle, Director Tkaczyk, Director Berardino, Director Nguyen, and Director Cervantes. NAYES: none. ABSTENTIONS: Director Bagnaries.**

F. Approval of Issuance of OC Fair Lifetime Credential to Roger Grable

ACTION: Director Berardino motioned and Director LaBelle seconded to review and approve the issuance of a Lifetime Credential to Roger Grable. **MOTION CARRIED. AYES: Chair Aitken, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Nguyen, and Director Cervantes. NAYES: none.**

G. Appointment of Members to the Nominating Task Force by the Board Chair
Information Item

Chair Aitken appointed Director Tkaczyk and Director La Belle to the Nominating Task Force.

H. Operational Report on Designated Smoking Policy

Richards introduced the item and reviewed the locations of the designated smoking areas.

Nick Buffa, OCFEC Safety & Security Manager, presented feedback from vendors and customers regarding the designated smoking program. Some concerns included no smoking area in the middle of the fairgrounds; the spaces being too small; customers not being able find the areas due to the signs being too low; and the Action Sports Arena having no designated area to smoke.

Director Bagneris noted the confusion about the locations of the designated smoking areas and the need for shade in the smoking areas.

Director Berardino stated that he didn't think the program worked despite the great effort. He suggested the Board consider either to have a non-smoking fair or a smoking fair, nothing in the middle.

Director Tkaczyk agreed with Director Berardino. He suggested that even going to a non-smoking model would require educating the Fair patrons over a couple of years. He suggested that the Board look at San Diego County Fair's model and bring the policy back for discussion.

Director LaBelle agreed that the policy needs to be brought back to the Board for further review.

Director Cervantes agreed that OCFEC needs to be either non-smoking or smoking.

Jeanine and Mike Robbins stressed the need to retrain the customer over time. They also suggested the need for more signage and educating staff to make sure they direct customers to the correct areas. They also noted that the San Diego County Fair has designated drinking areas. They both suggested giving more time to the public to learn the policy.

I. Approval of Submission of Bad Debt Write Off

Kramer presented the staff report.

ACTION: Director Bagneris motioned and Director Berardino seconded to review and approve the submission of form STD.27 to the State Controller's Office for the discharge of outstanding debts for Mr.

Mike Cruz in the amount of \$745.92 and for Locallife in the amount of \$5,000.00. **MOTION CARRIED. AYES: Chair Aitken, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Nguyen, and Director Cervantes. NAYES: none.**

K. Orange County Marketplace Rental Agreement Amendment to Relocate Two Structures
Action Item

Item removed from the agenda at the request of the Orange County Market Place.

ACTION: Director Berardino motioned and Director LaBelle seconded to received and file. **MOTION CARRIED. AYES: Chair Aitken, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Nguyen, and Director Cervantes. NAYES: none.**

10. CLOSED SESSION

Chair Aitken adjourned to closed session at 10:27a.m. and the meeting resumed at 11:44 a.m.

Chair Aitken announced that there was no reportable action out of closed session.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director Berardino encouraged Kramer to work with Robbins before the Board takes any action regarding the smoking policy. He thanked everyone for an incredible Fair. He then thanked everyone for his retirement party on August 26 in the Plaza Pacifica lobby.

Director Cervantes thanked Kathy for all of her efforts especially during the rain. She then noted that the Mexican Consul attended the Juanes concert and looked forward to more Latino artists next year.

Chair Aitken agreed with Director Cervantes regarding the need for diversity in entertainment at the Pacific Amphitheatre. She then complimented Kramer on staff's response to the relocation of the Market Place Village vendors and the hosting of the Rott family.

Director Tkaczyk thanked everyone on their hard work and also thanked Kathy directly and stated that she can do away with the title "new CEO." He also thanked Zimmerman for doing a great job; thanked Gary Hardesty, Sound Media Fusion, for his work on sound monitoring, and thanked Spectra for their catering efforts.

Director Bagneris stated that it is incredible staff to work with mentioning that she walked through the fair with Kramer and saw it in a different light.

She admires how staff handles this huge event of 1.3 million attendees. She then thanked all the other Board members.

Director Nguyen thanked everyone for their hard work. He also thanked Director Barardino of all his hard work and wished him a great retirement which means that he can dedicate more time to the Fair.

Director LaBelle thanked staff and looks forward to next year.

12. NEXT BOARD MEETING: THURSDAY, SEPTEMBER 24, 2015

13. ADJOURNMENT

Meeting adjourned at 11:54 p.m.

Ashleigh Aitken, Chair

Kathy Kramer, Chief Executive Officer

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2015**

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-145-15FT	On hold					
SA-168-15FT	On hold					
SA-170-15FT	On hold					
SA-201-15SP	On hold					
SA-234-15FT	On hold					
SA-239-15CS	Incognitus LLC	Provide event consulting services for the 2015 OC Fair	Fair Time	07/18/2015 - 09/01/15		\$4,950.00
SA-240-15CS	LAC Events	Provide event consulting services for the 2015 OC Fair	Fair Time	07/18/2015 - 09/01/15		\$4,875.00
SA-254-15FT	On hold					
SA-255-15FT	On hold					
SA-256-15FT	On hold					
SA-257-15FT	On hold					
SA-260-15SP	On hold					
SA-261-15SP	On hold					
SA-262-15SP	On hold					

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-258-13WC (Amend #1)	On hold					
SA-14-11PS (Amend #7)	RK Diversified Entertainment, Inc.	Provide Pacific Amphitheatre Production Services with an additional concert performance exceeding the 23 show guarantee; total contract value increased to \$575,612.39	Year Round	01/01/15 - 12/31/15		\$3,750.00
SA-245-15FT (Amend #1)	European Equine Associates, Inc.	Inclusion of additional dollars for hotel accommodation; total contract value increased to \$5,990.00	Fair Time	08/11/15 - 08/17/15		\$600.00

Interagency Agreements

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

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2015**

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

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

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

STD. 210 (Revised 6/2003)

R____A____F____

CONTRACT NUMBER

SA-239-15CS

REGISTRATION NUMBER

AM. NO.

FEDERAL TAXPAYER ID. NUMBER

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

SUBMIT INVOICE IN TRIPLICATE TO:

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

FOR STATE USE ONLY

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

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the District.

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME, hereafter called the Contractor.

INCOGNITUS LLC2. The agreement term is from **07/18/15** through **09/01/15**3. The maximum amount payable is \$ **4,950.00** pursuant to the following charges:Wages/Labor \$ _____ Parts/Supplies \$ _____ Taxes \$ _____ Other \$ **4,950.00** (Attach list if applicable.)4. Payment Terms (Note: All payments are in arrears.) ☒ ONE TIME PAYMENT (Lump sum) ☐ MONTHLY ☐ QUARTERLY☐ ITEMIZED INVOICE ☐ OTHER _____

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

☒ ADDITIONAL PAGES ATTACHED

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

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

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

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

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

☒ GTC* **610** ☐ GIA* _____ *If not attached, view at www.ols.dgs.ca.gov/Standard+Language.☒ Other Exhibits (List) **See Section 5 above.****In Witness Whereof, this agreement has been executed by the parties identified below:**




STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
32ND DISTRICT AGRICULTURAL ASSOCIATION		INCOGNITUS LLC	
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED
			
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Kathy Kramer, CFE, CMP, Chief Executive Officer		Paul Lovett, Partner/Principal	
ADDRESS		ADDRESS	
88 Fair Drive, Costa Mesa, CA 92626		P.O. Box 1031, Gotha, Florida, 34734	
		(407) 620-9265	
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER
Operating	5100-06		
		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:

1. To provide event consulting services for the 2015 OC Fair, with a specific emphasis on high level strategic planning as it relates to the following:
 - a. Admissions and Parking Ingress and egress;
 - b. Security; and
 - c. Guest Services.
2. Contractor will shadow and evaluate District-specified OC Fair operational areas and work one-on-one with appointed District management and personnel in support of this effort. Contractor shall also provide feedback and resources regarding best practices and industry standards and trends as they relate to each of these areas.
3. To work with appointed District management and personnel to gain an understanding of the following areas:
 - a. Sponsorship program, sponsorship value chain, Fair sponsorship activation and program review;
 - b. Post-Fair survey content, opportunities for group/corporate activations and group ticket sales development;
 - c. Analysis of theme development and future theme development; and
 - d. Fair layout and logistics, including the flow of guests related to layout.
4. To conduct onsite visits during OC Fair event hours on Saturday, July 18 and Sunday, July 19. Additionally, Contractor shall conduct on onsite inspection with the Chief Executive Officer on Monday, July 20.
5. To provide a post-evaluation written report identifying key areas for enhancement and improvement of OC Fair operations and guest experience as well as provide recommendations for addressing the identified areas.
6. Contractor's fee is inclusive of all travel, transportation, hotel and meal expenses.
7. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
8. 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 Contractor with the necessary Admission Credentials and Staff Parking Passes in order for Contractor to access the OC Fair to fulfill the scope of work described herein.
2. To pay Contractor a total amount not to exceed FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS (\$4,950.00) upon satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 10 and delivered via the postal service.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-06

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 45821. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Walver 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-

REGISTRATION NUMBER

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 _____

LAC EVENTS

☒



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide event consulting services for the 2015 OC Fair, with a specific emphasis on high level strategic planning as it relates to the following:
 - a. Guest experience;
 - b. Way finding and effectiveness of OC Fair signage;
 - c. Staff engagement;
 - d. Concession lines and service wait time; and
 - e. Overall cleanliness of event.
2. Contractor will shadow and evaluate District-specified OC Fair operational areas and work one-on-one with appointed District management and personnel in support of this effort. Contractor shall also provide feedback and resources regarding best practices and industry standards and trends as they relate to each of these areas.
3. To work with appointed District management and personnel to gain an understanding of community entertainment programs and activations and the value-add of these experiences. As a component of this evaluation, Contractor shall collect information regarding the timing, frequency, and quantity of these offerings.
4. To conduct onsite visits during OC Fair event hours on Saturday, July 18, and Sunday, July 19. Additionally, Contractor shall conduct an onsite inspection with the Chief Executive Officer on Monday, July 20.
5. To provide a post-evaluation written report identifying key areas for enhancement and improvement of OC Fair operations and guest experience as well as provide recommendations for addressing the identified areas.
6. Contractor's fee is inclusive of all travel, transportation, hotel and meal expenses.
7. To verify all Contractor's intended paid and unpaid staff who will be working on District property in support of this contract have been processed through Megan's Law screening and each individual, as certified by the Contractor, is not a registered sex offender per the Megan's Law registry.
8. 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 Contractor with the necessary Admission Credentials and Staff Parking Passes in order for Contractor to access the OC Fair to fulfill the scope of work described herein.
2. To pay Contractor a total amount not to exceed FOUR THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$4,875.00) upon satisfactory completion of services herein required and receipt of proper invoice. Payment will be Net 10 and delivered via the postal service.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5100-06

PAYMENT PROVISIONS:

Payment will be made Net 10 upon satisfactory completion of services herein required and upon receipt of proper invoice.

All invoices are to be itemized and contain the District's Purchase Order (PO) number 45820. Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

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

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

20. LOSS LEADER:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

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

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-14-11PS	AMENDMENT NUMBER #7
REGISTRATION NUMBER 1114963	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

RK DIVERSIFIED ENTERTAINMENT, INC.

2. The term of this Agreement is **01/01/15** through **12/31/15** FED ID: [REDACTED]

3. The maximum amount of this Agreement after this amendment is: **\$3,750.00 Amendment**
\$575,612.39

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 #14-11PS, dated December 14, 2010, between the District and RK Diversified Entertainment, Inc. is hereby amended as follows:



CONTRACTOR AGREES:

1. To amend the original contract to provide production services for the Pacific Amphitheatre at the OC Fair & Event Center with the inclusion of THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) for an additional performance by Pacific Symphony/America on Thursday, July 16, 2015, which exceeded the standard twenty-three (23) show guarantee. The price is based upon Contractor's "per show" rate as provided in their response to the District's RFP PS-09-10 for Production Services dated November 23, 2010.

DISTRICT AGREES:

1. To pay Contractor a total amount not to exceed FIVE HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED TWELVE DOLLARS AND THIRTY NINE CENTS (\$575,612.39) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) RK DIVERSIFIED ENTERTAINMENT, INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Raymond L. Woodbury, President		
ADDRESS 112 North Harvard Avenue, PMB 244, Claremont, CA 91711 (909) 579-0511		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

Account #: 5100-72

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

R _____ A _____ F _____

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER

SA-245-15FT

REGISTRATION NUMBER

AMENDMENT NUMBER

#1

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

EUROPEAN EQUINE ASSOCIATES, INC.

2. The term of this

Agreement is

08/11/15

through

08/17/15FED ID: [REDACTED]

3. The maximum amount of this **\$600.00 Amendment**
 Agreement after this amendment is: **\$5,990.00**

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 #245-15FT, dated July 23, 2015, between the District and European Equine Associates, Inc., is hereby amended as follows:

CONTRACTOR AGREES:

1. To amend the original contract amount for an educational horse exhibit at the 2015 OC Fair by including an additional SIX HUNDRED DOLLARS (\$600.00) for hotel accommodation, thereby amending the original amount from \$5,390.00 to \$5,990.00.
2. To provide an itemized invoice for FIVE THOUSAND NINE HUNDRED NINETY DOLLARS (\$5,990.00). Payment will be made Net 10 upon submission of proper invoice.

DISTRICT AGREES:

1. To pay Contractor a total amount not to exceed FIVE THOUSAND NINE HUNDRED NINETY DOLLARS (\$5,990.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
2. Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
EUROPEAN EQUINE ASSOCIATES, INC.		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Stephanie Rodarmel, President		
ADDRESS		
381 Shadow Tree Drive, Oceanside, CA 92058 (760) 672-7000; steph.rodarmel@cox.net		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		

☐ Exempt per:

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2015

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-093-15	Global Entertainment Services, a division of Universal Music Investments Inc.	L Festival - Feria Cultural Latino Americana	Cultural Festival	Anaheim, Baja Blues, Campground, Country Meadows, Courtyard, Festival Field Asphalt, Festival Field, Huntington Beach, Los Alamitos, Main Mall, OC Promenade, Park Plaza, Santa Ana Pavilion, The Hangar	10/23/15-10/26/15	\$152,617.00
R-095-15	Orange County Cruisin' Association (OCCA)	The Great Labor Day Cruise - Car Show	Car Show	All Grounds	09/03/15-09/07/15	\$71,977.00 + \$50,000.00 or 20% of Gross Admission Revenue if Greater
R-132-15	Los Angeles County Fair Association	Los Angeles County Fair B-roll Film Shoot	B-roll filming	Carnival	07/22/15	\$595.00
R-133-15	Los Angeles County Fair Association	Los Angeles County Fair Film Shoot	B-roll filming	Carnival	07/27/15	\$2,491.75
R-135-15	Caliber Construction, Inc.	Caliber's 2015 Annual Employee Summer Event	Company Picnic	Hospitality Area	08/16/15	\$636.50
R-138-15	Orange County Employees Association	Nick Berardino Retirement Party	Retirement Party	New Lobby and Terrace	08/26/15	\$4,128.50
R-141-15	VIP Nation	Pre-Show Experience / Fifth Harmony Meet & Greet	Meet & Greet	Pacific Amphitheatre	08/08/15	\$693.25
R-143-15	AEG Live	Austin Mahone Meet & Greet	Meet & Greet	Pacific Amphitheatre	08/16/15	\$512.00
R-017-16	Train Show Inc.	Great Train Show	Train Expo	Costa Mesa	01/29/16-02/01/16	\$18,153.00
R-018-16	The Expo Pros	California Baby & Kidz Expo	Children's Expo	The Hangar	02/26/16-02/28/16	\$9,807.00

REVIEWED _____

DATE September 16, 2015

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Global Entertainment Services, a division of Universal Music Investments 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

October 23 - 26, 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:

L Festival - Feria Cultural Latino Americana

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

\$152,617.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, Delaware Limited Partnership dba Tandem) 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.

**Global Entertainment Services,
a division of Universal Music Investments Inc.
1750 North Vine Street
Hollywood, CA 90028**

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

By _____

By _____

Title: Mark Berger, V.P. Business Affairs

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: L Festival - Feria Cultural Latino Americana
Contact Person: Alexandra Mars
Event Dates: 10/24/2015 - 10/25/2015

Contract No: R-093-15
Phone: (714) 843-6080
Hours: Saturday: 12:00 PM - 10:00 PM
 Sunday: 12:00 PM - 9:00 PM

Admission Price: General Admission Daily \$75.00 General Admission Weekend: \$125.00
 VIP Daily: \$150.00 VIP Weekend: \$250.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 10,000 - 20,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Anaheim Building (#16)	10/23/2015 06:00 AM - 12:00 AM	Move In	950.00
Baja Blues Restaurant	10/23/2015 06:00 AM - 12:00 AM	Move In	337.50
Campground	10/23/2015 06:00 AM - 12:00 AM	Move In	1,050.00
Country Meadows	10/23/2015 06:00 AM - 12:00 AM	Move In	800.00
Courtyard	10/23/2015 06:00 AM - 12:00 AM	Move In	287.50
Festival Field Asphalt	10/23/2015 06:00 AM - 12:00 AM	Move In	1,600.00
Festival Field	10/23/2015 06:00 AM - 12:00 AM	Move In	1,050.00
Huntington Beach Building (#12)	10/23/2015 06:00 AM - 12:00 AM	Move In	1,500.00
Los Alamitos Building (#14)	10/23/2015 06:00 AM - 12:00 AM	Move In	1,300.00
Main Mall	10/23/2015 06:00 AM - 12:00 AM	Move In	700.00
OC Promenade	10/23/2015 06:00 AM - 12:00 AM	Move In	950.00
Park Plaza	10/23/2015 06:00 AM - 12:00 AM	Move In	600.00
Santa Ana Pavilion (Parade of Products)	10/23/2015 06:00 AM - 12:00 AM	Move In	800.00
The Hangar	10/23/2015 06:00 AM - 12:00 AM	Move In	1,600.00
Saturday			
Anaheim Building (#16)	10/24/2015 12:00 PM - 10:00 PM	Event	1,900.00
Baja Blues Restaurant	10/24/2015 12:00 PM - 10:00 PM	Event	675.00
Campground	10/24/2015 12:00 PM - 10:00 PM	Event	2,100.00
Country Meadows	10/24/2015 12:00 PM - 10:00 PM	Event	1,600.00
Courtyard	10/24/2015 12:00 PM - 10:00 PM	Event	575.00
Festival Field Asphalt	10/24/2015 12:00 PM - 10:00 PM	Event	3,200.00
Festival Field	10/24/2015 12:00 PM - 10:00 PM	Event	2,100.00
Huntington Beach Building (#12)	10/24/2015 12:00 PM - 10:00 PM	Event	3,000.00
Los Alamitos Building (#14)	10/24/2015 12:00 PM - 10:00 PM	Event	2,600.00
Main Mall	10/24/2015 12:00 PM - 10:00 PM	Event	1,400.00
OC Promenade	10/24/2015 12:00 PM - 10:00 PM	Event	1,900.00
Park Plaza	10/24/2015 12:00 PM - 10:00 PM	Event	1,200.00
Santa Ana Pavilion (Parade of Products)	10/24/2015 12:00 PM - 10:00 PM	Event	1,600.00
The Hangar	10/24/2015 12:00 PM - 10:00 PM	Event	3,200.00
Sunday			
Anaheim Building (#16)	10/25/2015 12:00 PM - 09:00 PM	Event	1,900.00
Baja Blues Restaurant	10/25/2015 12:00 PM - 09:00 PM	Event	675.00
Campground	10/25/2015 12:00 PM - 09:00 PM	Event	2,100.00
Country Meadows	10/25/2015 12:00 PM - 09:00 PM	Event	1,600.00
Courtyard	10/25/2015 12:00 PM - 09:00 PM	Event	575.00
Festival Field Asphalt	10/25/2015 12:00 PM - 09:00 PM	Event	3,200.00
Festival Field	10/25/2015 12:00 PM - 09:00 PM	Event	2,100.00
Huntington Beach Building (#12)	10/25/2015 12:00 PM - 09:00 PM	Event	3,000.00
Los Alamitos Building (#14)	10/25/2015 12:00 PM - 09:00 PM	Event	2,600.00
Main Mall	10/25/2015 12:00 PM - 09:00 PM	Event	1,400.00
OC Promenade	10/25/2015 12:00 PM - 09:00 PM	Event	1,900.00
Park Plaza	10/25/2015 12:00 PM - 09:00 PM	Event	1,200.00
Santa Ana Pavilion (Parade of Products)	10/25/2015 12:00 PM - 09:00 PM	Event	1,600.00
The Hangar	10/25/2015 12:00 PM - 09:00 PM	Event	3,200.00

EXHIBIT A

Event Information

Monday

Anaheim Building (#16)	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Baja Blues Restaurant	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Campground	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Country Meadows	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Courtyard	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Festival Field Asphalt	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Festival Field	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Huntington Beach Building (#12)	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Main Mall	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Park Plaza	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Santa Ana Pavilion (Parade of Products)	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge
The Hangar	10/26/2015 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - October 26, 2015 to avoid additional charges. **Total: 67,625.00**

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
200 Amp Drop (Main Mall, Stage 1)	Estimate 1	1.00 EA	360.00 EA	360.00
200 Amp Drop (Park Plaza, Stage 2)	Estimate 1	1.00 EA	360.00 EA	360.00
200 Amp Drop (Los Alamitos, Stage 3)	Estimate 1	1.00 EA	360.00 EA	360.00
200 Amp Drop (Huntington Beach, Stage 4)	Estimate 1	1.00 EA	360.00 EA	360.00
400 Amp Drop	TBD	TBD EA	720.00 EA	TBD
Barricade (Metal/Plastic)	TBD	TBD EA	15.00 EA	TBD
Bench (Metal)	TBD	TBD EA	15.00 EA	TBD
Bleacher (100 Seat Section)	TBD	TBD EA	250.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 100	100.00 EA	18.00 EA	1,800.00
Electrical Usage Rate	Estimate Only	1.00 EA	3,000.00 EVT	3,000.00
Electrical Splitter Box	Estimate 20	20.00 EA	55.00 EA	1,100.00
Forklift (Barricades & Tables)	Estimate 10 Hours	10.00 HR	75.00 HR	750.00
Forklift (Straw Bales)	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 2 Day	TBD	TBD EA	8.00 EA	TBD
Light Tower (Rental)	10/24/2015 - 10/25/2015 Estimate Only	1.00 EA	400.00 EA	400.00
Man Lift (Banners)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board (7 Consecutive Days)	10/19/2015 - 10/25/2015	1.00 EA	450.00 WK	450.00
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	10/24/2015 - 10/25/2015	2.00 EA	75.00 EA/DAY	300.00
Portable Electronic Message Board	10/24/2015 - 10/25/2015	TBD EA	75.00 EA/DAY	TBD
(If contracting with CMPD, two additional street boards will be needed)				
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen in Hangar	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift (Electrical Setup)	Estimate 20 Hours	20.00 HR	75.00 HR	1,500.00
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 12 Hours	12.00 HR	75.00 HR	900.00
Ticket Booth (Double Window)	Estimate 5	5.00 EA	100.00 EVT	500.00
			Total:	12,440.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 20 Hours	20.00 HR	30.00 HR	600.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	19.50 HR	780.00
Janitorial Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00

EXHIBIT A

Event Information

Electrician	Estimate 15 Hours	15.00 HR	47.50 HR	712.50
Plumber	Estimate 15 Hours	15.00 HR	47.50 HR	712.50
Event Day				
Saturday				
Grounds Attendant Lead	10/24/2015 09:00 AM - 12:00 AM	1.00 EA	30.00 HR	450.00
Grounds Attendant	10/24/2015 09:00 AM - 12:00 AM	16.00 EA	19.50 HR	4,680.00
Janitorial Attendant Lead	10/24/2015 09:00 AM - 12:00 AM	1.00 EA	30.00 HR	450.00
Janitorial Attendant	10/24/2015 09:00 AM - 12:00 AM	19.00 EA	19.50 HR	5,557.50
Electrician	10/24/2015 09:00 AM - 12:00 AM	1.00 EA	47.50 HR	712.50
Plumber	10/24/2015 09:00 AM - 12:00 AM	1.00 EA	47.50 HR	712.50
Sunday				
Grounds Attendant Lead	10/25/2015 10:00 AM - 10:30 PM	1.00 EA	30.00 HR	375.00
Grounds Attendant	10/25/2015 10:00 AM - 10:30 PM	16.00 EA	19.50 HR	3,900.00
Janitorial Attendant Lead	10/25/2015 10:00 AM - 10:30 PM	1.00 EA	30.00 HR	375.00
Janitorial Attendant	10/25/2015 10:00 AM - 10:30 PM	19.00 EA	19.50 HR	4,631.50
Electrician	10/25/2015 10:00 AM - 10:30 PM	1.00 EA	47.50 HR	593.75
Plumber	10/25/2015 10:00 AM - 10:30 PM	1.00 EA	47.50 HR	593.75
Clean Up				
Grounds Attendant Lead	Estimate 20 Hours	20.00 HR	30.00 HR	600.00
Grounds Attendant	Estimate 40 Hours	40.00 HR	19.50 HR	780.00
Janitorial Attendant	Estimate 15 Hours	15.00 HR	19.50 HR	292.50
Electrician	Estimate 15 Hours	15.00 HR	47.50 HR	712.50
Plumber	Estimate 15 Hours	15.00 HR	47.50 HR	712.50
Event Sales & Services				
Event Coordinator	10/24/2015 09:00 AM - 12:00 AM	1.00 EA	40.00 HR	600.00
Event Coordinator	10/25/2015 10:00 AM - 10:30 PM	1.00 EA	40.00 HR	500.00
Parking				
Parking Attendant Lead	Estimate 16 Hours	16.00 HR	30.00 HR	480.00
Parking Attendant	Estimate 32 Hours	32.00 HR	19.50 HR	624.00
Safety & Security				
Move In				
Friday				
Security Attendant - Overnight	10/23/2015 08:00 PM - 10/24/2015 08:00 AM	4.00 EA	19.50 HR	936.00
Event Day				
Saturday				
Alcohol Compliance	10/24/2015 11:30 AM - 11:00 PM	4.00 EA	19.50 HR	897.00
Security Attendant Lead	10/24/2015 10:30 AM - 11:00 PM	1.00 EA	30.00 HR	375.00
Security Attendant	10/24/2015 10:30 AM - 11:00 PM	16.00 EA	19.50 HR	3,900.00
Security Attendant - Overnight	10/24/2015 10:30 PM - 10/25/2015 08:00 AM	4.00 EA	19.50 HR	741.00
Sunday				
Alcohol Compliance	10/25/2015 11:30 AM - 10:00 PM	4.00 EA	19.50 HR	819.00
Security Attendant Lead	10/25/2015 10:30 AM - 10:00 PM	1.00 EA	30.00 HR	345.00
Security Attendant	10/25/2015 10:30 AM - 10:00 PM	16.00 EA	19.50 HR	3,588.00
Security Attendant - Overnight	10/25/2015 09:30 PM - 10/26/2015 08:00 AM	4.00 EA	19.50 HR	819.00
<i>(Estimate Only - Need more information regarding security requirements and plan)</i>				
Technology				
Technology Attendant	10/24/2015 10:00 AM - 10:00 PM	TBD EA	37.50 HR	TBD
Technology Attendant	10/25/2015 10:00 AM - 09:00 PM	TBD EA	37.50 HR	TBD
Technology Attendant	Flat Fee (Audio Configuration)	TBD EA	100.00 EVT	TBD
Outside Services				
Costa Mesa Police Department	TBD (10/24/2015)	TBD EA	TBD EVT	TBD
Costa Mesa Police Department	TBD (10/25/2015)	TBD EA	TBD EVT	TBD

EXHIBIT A

Event Information

Emergency Medical Services	10/24/2015 11:00 AM - 11:00 PM	Estimate Only	3.00	EA	20.00	HR	720.00
Emergency Medical Services	10/25/2015 11:00 AM - 10:00 PM	Estimate Only	3.00	EA	20.00	HR	660.00
Highway Safety Portable Reader Board	TBD		TBD	EA	550.00	EA	TBD
<i>(Estimate only based on current fee)</i>							
Orange County Sheriff Services	Estimate Only 10/24/2015		1.00	EA	8,000.00	EVT	8,000.00
Orange County Sheriff Services	Estimate Only 10/25/2015		1.00	EA	8,000.00	EVT	8,000.00
<i>(Estimate only - Need more information regarding security requirements and plan. OCSD will assess further upon release of the music lineup)</i>							
Sound Engineer Estimate Only	10/23/2015 (Friday sound check)		1.00	EA	750.00	DAY	750.00
Sound Engineer Estimate Only	10/24/2015		1.00	EA	750.00	DAY	750.00
Sound Engineer Estimate Only	10/25/2015		1.00	EA	750.00	DAY	750.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)		4.00	HR	263.00	HR	1,052.00
Trash Collection & Sweeping Services	Estimate Only		1.00	EA	3,000.00	EVT	3,000.00
Total:							67,552.00

Summary

Facility Rental Total	\$67,625.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$79,992.00
Refundable Deposit	\$ 5,000.00
Grand Total:	\$152,617.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	06/23/2015	\$95,617.00
Second Payment	07/23/2015	\$19,000.00
Third Payment	08/21/2015	\$19,000.00
Fourth Payment	09/23/2015	\$19,000.00
Total:		\$152,617.00
Payment Total:		\$152,617.00

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.

EXHIBIT A

Event Information

ADDITIONAL INSURANCE REQUIREMENT (HAZARDOUS/INTERACTIVE GAMES)

Coverage and proof of insurance is required for all hazardous and/or interactive activities. Insurance certificate must be submitted to the Event Coordinator two (2) weeks prior to the event date.

BANNER

All banner sizes and locations must be approved by OCFEC. *See OCFEC Signage Guide.*

CANS AND GLASS

Cans and/or glass bottles are not permitted on OCFEC property. Please contact your OCFEC Event Coordinator for details.

FOOD & BEVERAGE VENDOR FEE

Global Entertainment Services ("GES") agrees to pay Spectra, the OCFEC Master Concessionaire (see below) a \$250.00 weekend (Saturday/Sunday) buyout fee per each 10' x 10' non-Spectra food & beverage vendor booth (selling space) placement by no later than Friday, October 16, 2015. A complete non-Spectra food & beverage vendor list must be provided to Spectra with submittal of associated fees.

FUTURE TERMS

Agreement terms for future events are subject to change.

HEALTH DEPARTMENT

Global Entertainment Services agrees to be the Health Department coordinator for all food & beverage vendors at Feria Cultural Latino Americana event.

INSURANCE

Two Million Dollars (\$2,000,000) minimum coverage per occurrence is required.

PEPSI BEVERAGES

The OCFEC is a Pepsi exclusive facility. All canned or bottled beverages offered for sale must be approved PEPSI products. No glass bottles permitted. All beverages in glass or can containers must be poured into disposable cups.

RIGGING

OCFEC rigging policy is currently under review. All plans must be submitted to OCFEC for review and approval. Rigging approval is subject to facility engineering capacity/integrity. Approval is not guaranteed.

SECURITY

Security plan must be submitted to OCFEC Safety and Security Department by August 24, 2015 for review and approval. No armed security is allowed on site, with the exception of the Orange County Sheriff's Department.

SOUND ORDINANCE

Per City Ordinance, loud noise is not allowed during move in and move out between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Sound Engineer must be on site for sound check and all music performances. All amplified music/sound must end by 10:00 PM on Saturday, and by 9:00 PM on Sunday. Bull horns or similar devices are not allowed. Vendors are prohibited from playing any sound systems (radios, public address systems, portable speakers, etc) that create amplified sound. Any proposed outdoor music/sound producing entertainment (i.e. - DJ, stage performance, etc) must be discussed with and approved by OCFEC Sound Engineer prior to the event. Should the Sound Engineer or Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Global Entertainment Services must comply with request.

All sound checks must take place on Friday - October 23, 2015 while the OCFEC Sound Engineer is on site. Final production schedule must be submitted to OCFEC Sound Engineer by no later than October 16, 2015.

SPECTRA (FORMERLY OVATIONS)

- All Feria Cultural Latino Americana ("LFestival: Feria Cultural Latino Americana") event food and beverage service plans must be discussed and mutually agreed upon with Spectra, the OCFEC Master Concessionaire.

- Spectra will receive a \$250.00 weekend (Saturday/Sunday) buyout fee from GES in exchange for placement rights related to each 10' x 10' non-Spectra food & beverage vendor booth located throughout the event (see above). Except for the foregoing, unless GES requests Spectra to provide food service in existing on-site permanent restaurant(s) (which Spectra agrees to do if requested in writing by GES), Spectra shall have no rights or obligations regarding service of food.

EXHIBIT A

Event Information

- Procurement, sale and service of all alcoholic beverages, including at backstage locations, will be the exclusive responsibility of Spectra. No other food & beverage vendor is permitted to sell alcoholic beverages during the event. Number of bar locations to be placed throughout the event will be mutually determined and agreed upon at a later date.
- Spectra will work directly with alcohol sponsor(s) secured by LFestival: Feria Cultural Latino Americana event as well as subject to and in compliance with all California Department of Alcoholic Beverage Control (ABC) laws, rules and regulations. All revenue derived from the sale of alcoholic beverages will be retained by Spectra.
- Spectra will make the existing on-site Baja Blues Restaurant Bar and Grill ("BBRBG") available to GES for food and beverage service, and GES will inform Spectra at least ten (10) days prior to the event as to whether GES intends to so utilize the BBRBG as aforesaid. GES may brand the BBRBG to an LFestival: Feria Cultural Latino Americana beer and alcohol sponsor(s), chosen by GES, through means of signage, umbrellas, etc.
- Spectra shall have the exclusive right to sell and serve all carbonated soft drinks and bottled water during the event. All revenue derived from the sale of carbonated soft drinks and bottled water will be retained by Spectra.
- Non-Spectra food & beverage booth vendors shall have the right to sell and serve non-alcoholic ethnic drinks (i.e. - Aguas Frescas). Sale of carbonated soft drinks and bottled water by non-Spectra food & beverage booth vendors is not permitted.
- In order to operate assigned food and beverage locations during the LFestival: Feria Cultural Latino Americana event, the parties agree that Spectra as well as all non-Spectra food & beverage booth vendors must comply with all Orange County Health Department regulations, it being understood that Spectra represents and warrants that it has a current and valid permit with the Orange County Health Department.
- Spectra agrees to provide GES with a certificate of insurance naming GES an additional insured in accordance with the terms and provisions of GES' insurance rider attached hereto and incorporated herein.

STAGE BARRICADES

Stage barricades are required in front of all stages.

STATE FIRE MARSHAL

Building capacity will be determined by State Fire Marshal.

STRAW BALES

Straw bales are not allowed inside buildings.

Title: Mark Berger, GES V.P. Business Affairs

Title: Kathy Kramer, OCFEC Chief Executive Officer

Title: Juan Quintero, Spectra General Manager

REVIEWED _____

DATE September 14, 2015

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Cruisin' Association (OCCA)** 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

September 3 - 7, 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:

The Great Labor Day Cruise - Car Show

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

(\$71,977.00 Payable by August 3, 2015) + \$50,000.00 or 20% of Gross Admission Revenue if Greater

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.

Orange County Cruisin' Association (OCCA)
P.O. Box 5567
Buena Park, CA 90620

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

By _____

By _____

Title: **Tim Moore, Chief Financial Officer**Title: **Kathy Kramer, Chief Executive Officer**

EXHIBIT A

Event Information

Event Name: The Great Labor Day Cruise
 Contact Person: Darrell Moore
 Event Dates: 09/04/2015 - 09/06/2015

Contract No: R-095-15 REVISED
 Phone: (714) 562-8752
 (877) 429-5497
 Hours: Friday: 12:00 PM - 6:00 PM
 Saturday: 8:00 AM - 6:00 PM
 Sunday: 8:00 AM - 4:00 PM

Admission Price: Adult: \$15.00 Senior (55+): \$14.00 Military: \$13.00 Child (12-15): \$10.00 Child (under 12): Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 4,000

Facility Rental Fees

Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
Anaheim Building (#16)	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Campground	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Costa Mesa Building (#10)	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Country Lane	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Courtyard	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Crafters Village	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Family Fair Way (Commerce Way)	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Festival Field Asphalt	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Huntington Beach Building (#12)	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Livestock Lane	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Los Alamitos Building (#14)	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Main Mall	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
OC Promenade (The Span)	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Park Plaza	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Parking Lot G	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Parking Lot I	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Parking Lot P	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Santa Ana Pavilion (Parade of Products)	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
South Lawn	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
The Hangar	09/03/2015 09:00 AM - 12:00 AM	Move In	0.00
Friday			
Anaheim Building (#16)	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Campground	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Costa Mesa Building (#10)	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Country Lane	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Courtyard	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Crafters Village	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Family Fair Way (Commerce Way)	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Festival Field Asphalt	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Huntington Beach Building (#12)	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Livestock Lane	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Los Alamitos Building (#14)	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Main Mall	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
OC Promenade (The Span)	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Park Plaza	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Parking Lot G	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Parking Lot I	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Parking Lot P	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
South Lawn	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
The Hangar	09/04/2015 12:00 PM - 06:00 PM	Event	0.00
Saturday			
Anaheim Building (#16)	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Campground	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Costa Mesa Building (#10)	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Country Lane	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Courtyard	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Crafters Village	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Family Fair Way (Commerce Way)	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Festival Field Asphalt	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Huntington Beach Building (#12)	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Livestock Lane	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Los Alamitos Building (#14)	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Main Mall	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
OC Promenade (The Span)	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Park Plaza	09/05/2015 08:00 AM - 06:00 PM	Event	0.00

EXHIBIT A

Event Information

Parking Lot G	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Parking Lot I	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Parking Lot P	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
South Lawn	09/05/2015 08:00 AM - 06:00 PM	Event	0.00
The Hangar	09/05/2015 08:00 AM - 06:00 PM	Event	0.00

Sunday

Anaheim Building (#16)	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Campground	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Costa Mesa Building (#10)	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Country Lane	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Courtyard	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Crafters Village	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Family Fair Way (Commerce Way)	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Festival Field Asphalt	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Huntington Beach Building (#12)	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Livestock Lane	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Los Alamitos Building (#14)	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Main Mall	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
OC Promenade (The Span)	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Park Plaza	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Parking Lot G	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Parking Lot I	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Parking Lot P	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
Santa Ana Pavilion (Parade of Products)	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
South Lawn	09/06/2015 08:00 AM - 04:00 PM	Event	0.00
The Hangar	09/06/2015 08:00 AM - 04:00 PM	Event	0.00

Monday

All Grounds	09/07/2015 06:00 AM - 12:00 PM	Move Out	0.00
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*OCFEC will retain \$50,000 or 20% of Gross Admissions Revenue if greater.

Total: *50,000.00

-Move out must be completed by 12:00 Noon on Monday - September 7, 2015 to avoid additional charges.

Estimated Equipment Fees

Description	Date-Time	Units	Rate	Actual
5.5 MB Internet - Dynamic IP	09/04/2015 - 9/06/2015	1.00 EA	50.00 EA/DAY	150.00
50 Amp Drop	Estimate 23	23.00 EA	70.00 EA	1,610.00
100 Amp Drop	TBD	TBD EA	180.00 EA	TBD
400 Amp Drop	Estimate 3	3.00 EA	720.00 EA	2,160.00
Barricade (Plastic)	Estimate 50	50.00 EA	15.00 EA	750.00
Cable Ramp	Estimate 30	30.00 EA	15.00 EA	450.00
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 70	70.00 EA	18.00 EA	1,260.00
Electrical Splitter Box (Camping)	Estimate 75	75.00 EA	55.00 EA	4,125.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,500.00 EVT	1,500.00
Forklift	Estimate 20 Hours	20.00 HR	75.00 HR	1,500.00
Man Lift	Estimate 4 Hours	4.00 HR	75.00 HR	300.00
Marquee Board (7 Consecutive Days)	08/31/2015 - 09/06/2015	1.00 WK	450.00 WK	450.00
Overall Public Address System	09/04/2015 - 09/06/2015	1.00 EA	250.00 EA/DAY	750.00
Picnic Table (Rectangle)	Estimate 100	100.00 EA	15.00 EA	1,500.00
Portable Electronic Message Board	09/03/2015 - 09/06/2015	1.00 EA	75.00 EA/DAY	300.00
Portable Generator	TBD	TBD EA	1,100.00 EVT	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00
Ticket Booth (Double Window)	Estimate 3	3.00 EA	100.00 EVT	300.00
Umbrella w/Stand	Estimate 2	2.00 EA	15.00 EA	30.00
Water Truck (Includes Water)	Estimate 1	1.00 HR	80.00 HR	80.00

Total: 17,815.00

Reimbursable Personnel Fees

Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Janitorial Attendant	Estimate 25 Hours	25.00 HR	19.50 HR	487.50
Electrician	Estimate 47 Hours	47.00 HR	47.50 HR	2,232.50
Plumber	Estimate 47 Hours	47.00 HR	47.50 HR	2,232.50

EXHIBIT A

Event Information

Event Day		Friday 12:00 PM - 6:00 PM			
Grounds Attendant Lead	09/04/2015 07:00 AM - 10:00 PM	1.00 EA	30.00 HR	450.00	
Grounds Attendant	09/04/2015 07:00 AM - 07:00 PM	4.00 EA	19.50 HR	936.00	
Janitorial Attendant Lead	09/04/2015 07:00 AM - 10:00 PM	1.00 EA	30.00 HR	450.00	
Janitorial Attendant	09/04/2015 07:00 AM - 05:00 PM	10.00 EA	19.50 HR	1,950.00	
Janitorial Attendant	09/04/2015 05:00 PM - 10:00 PM	4.00 EA	19.50 HR	390.00	
Electrician	09/04/2015 07:00 AM - 07:00 PM	1.00 EA	47.50 HR	570.00	
Plumber	09/04/2015 07:00 AM - 07:00 PM	1.00 EA	47.50 HR	570.00	
		Saturday 8:00 AM - 6:00 PM			
Grounds Attendant Lead	09/05/2015 06:00 AM - 10:00 PM	1.00 EA	30.00 HR	480.00	
Grounds Attendant	09/05/2015 06:00 AM - 06:00 PM	4.00 EA	19.50 HR	936.00	
Grounds Attendant	09/05/2015 06:00 PM - 10:00 PM	2.00 EA	19.50 HR	156.00	
Janitorial Attendant Lead	09/05/2015 07:00 AM - 10:00 PM	1.00 EA	30.00 HR	450.00	
Janitorial Attendant	09/05/2015 07:00 AM - 05:00 PM	10.00 EA	19.50 HR	1,950.00	
Janitorial Attendant	09/05/2015 05:00 PM - 10:00 PM	4.00 EA	19.50 HR	390.00	
Electrician	09/05/2015 07:00 AM - 08:00 PM	1.00 EA	47.50 HR	617.50	
Plumber	09/05/2015 07:00 AM - 08:00 PM	1.00 EA	47.50 HR	617.50	
		Sunday 8:00 AM - 4:00 PM			
Grounds Attendant Lead	09/06/2015 06:00 AM - 06:00 PM	1.00 EA	30.00 HR	360.00	
Grounds Attendant	09/06/2015 06:00 AM - 06:00 PM	3.00 EA	19.50 HR	702.00	
Janitorial Attendant Lead	09/06/2015 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00	
Janitorial Attendant	09/06/2015 07:00 AM - 05:00 PM	10.00 EA	19.50 HR	1,950.00	
Electrician	09/06/2015 07:00 AM - 06:00 PM	1.00 EA	47.50 HR	522.50	
Plumber	09/06/2015 07:00 AM - 06:00 PM	1.00 EA	47.50 HR	522.50	
Clean Up					
Grounds Attendant	Estimate 17 Hours	17.00 HR	19.50 HR	331.50	
Janitorial Attendant	Estimate 25 Hours	25.00 HR	19.50 HR	487.50	
Electrician	Estimate 27 Hours	27.00 HR	47.50 HR	1,282.50	
Plumber	Estimate 37 Hours	37.00 HR	47.50 HR	1,757.50	
Event Sales & Services					
Event Coordinator	09/04/2015 07:00 AM - 07:00 PM	1.00 EA	40.00 HR	480.00	
Event Coordinator	09/05/2015 07:00 AM - 07:00 PM	1.00 EA	40.00 HR	480.00	
Event Coordinator	09/06/2015 07:00 AM - 06:00 PM	1.00 EA	40.00 HR	440.00	
Safety and Security					
Friday					
Security Attendant Lead	09/04/2015 11:00 AM - 09:00 PM	1.00 EA	30.00 HR	300.00	
Security Attendant	09/04/2015 11:00 AM - 06:00 PM	7.00 EA	19.50 HR	955.50	
Security Attendant	09/04/2015 06:00 PM - 10:00 PM	3.00 EA	19.50 HR	234.00	
Security Attendant - Temporary Gate	09/04/2015 07:00 AM - 06:00 PM	1.00 EA	19.50 HR	214.50	
Security Attendant - Overnight	09/04/2015 10:00 PM - 09/05/2015 06:00 AM	1.00 EA	19.50 HR	156.00	
Saturday					
Security Attendant Lead	09/05/2015 07:00 AM - 10:00 PM	1.00 EA	30.00 HR	450.00	
Security Attendant	09/05/2015 07:00 AM - 06:00 PM	7.00 EA	19.50 HR	1,501.50	
Security Attendant	09/05/2015 06:00 PM - 10:00 PM	2.00 EA	19.50 HR	156.00	
Security Attendant - Temporary Gate	09/05/2015 08:00 AM - 06:00 PM	1.00 EA	19.50 HR	195.00	
Security Attendant - Overnight	09/05/2015 09:00 PM - 09/06/2015 06:00 AM	1.00 EA	19.50 HR	175.50	
Sunday					
Security Attendant Lead	09/06/2015 07:00 AM - 10:00 PM	1.00 EA	30.00 HR	450.00	
Security Attendant	09/06/2015 07:00 AM - 07:00 PM	7.00 EA	19.50 HR	1,638.00	
Security Attendant - Temporary Gate	09/06/2015 07:00 AM - 10:00 PM	1.00 EA	19.50 HR	292.50	
Security Attendant - Temporary Gate	09/06/2015 08:00 AM - 10:00 PM	2.00 EA	19.50 HR	546.00	
Security Attendant - Overnight	09/06/2015 09:00 PM - 09/07/2014 06:00 AM	1.00 EA	19.50 HR	175.50	
Admissions					
Friday					
Green Gate	Event Hours 12:00 PM - 06:00 PM				

EXHIBIT A

Event Information

Ticket Seller/Taker Lead	09/04/2015 11:30 AM - 06:00 PM	1.00 EA	30.00 HR	195.00
Ticket Seller	09/04/2015 11:30 AM - 06:00 PM	1.00 EA	19.50 HR	126.75
Ticket Taker	09/04/2015 11:30 AM - 06:00 PM	1.00 EA	19.50 HR	126.75

Saturday

Blue Gate	Event Hours 08:00 AM - 06:00 PM			
Ticket Seller	09/05/2015 07:30 AM - 04:00 PM	1.00 EA	19.50 HR	165.75
Ticket Taker	09/05/2015 07:30 AM - 04:00 PM	2.00 EA	19.50 HR	331.50
Ticket Taker	09/05/2015 04:00 PM - 06:00 PM	1.00 EA	19.50 HR	39.00
Green Gate				
Ticket Seller Lead	09/05/2015 07:30 AM - 06:00 PM	1.00 EA	30.00 HR	315.00
Ticket Seller	09/05/2015 07:30 AM - 04:00 PM	2.00 EA	19.50 HR	331.50
Ticket Seller	09/05/2015 09:00 AM - 06:00 PM	1.00 EA	19.50 HR	175.50
Ticket Taker	09/05/2015 07:30 AM - 06:00 PM	2.00 EA	19.50 HR	409.50
Money Room Attendant	09/05/2015 07:00 AM - 07:00 PM	1.00 EA	21.50 HR	258.00
Breaker Staff	09/05/2015 10:00 AM - 02:00 PM	1.00 EA	19.50 HR	78.00
Gate Lead	09/05/2015 07:30 AM - 06:00 PM	1.00 EA	30.00 HR	315.00

Sunday

Green Gate	Event Hours 08:00 AM - 04:00 PM			
Ticket Seller Lead	09/06/2015 07:30 AM - 02:00 PM	1.00 EA	30.00 HR	195.00
Ticket Seller	09/06/2015 07:30 AM - 02:00 PM	2.00 EA	19.50 HR	253.50
Ticket Taker	09/06/2015 07:30 AM - 04:00 PM	2.00 EA	19.50 HR	331.50
Money Room Attendant	09/06/2015 07:00 AM - 05:00 PM	1.00 EA	21.50 HR	215.00
Breaker Staff	09/06/2015 12:30 PM - 04:00 PM	1.00 EA	19.50 HR	68.25
Gate Lead	09/06/2015 07:30 AM - 04:00 PM	1.00 EA	30.00 HR	255.00

Parking

Parking Attendant Lead	Estimate 20 Hours	20.00 HR	30.00 HR	600.00
Parking Attendant	Estimate 40 Hours	40.00 HR	19.50 HR	780.00

Technology

Technology Attendant	09/04/2015 - Estimate 8 Hours	8.00 HR	37.50 HR	300.00
Technology Attendant	09/05/2015 - Estimate 8 Hours	8.00 HR	37.50 HR	300.00
Technology Attendant	09/06/2015 - Estimate 8 Hours	8.00 HR	37.50 HR	300.00
Technology Attendant	Flat Fee (Audio Configuration)	1.00 EA	100.00 EVT	100.00

Camping

Event Camping	Estimate Only 09/03/2015 - 09/07/2015 (2014 Camping = \$11,875)	1.00 EA	12,000.00 EVT	12,000.00
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Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	2,100.00 EVT	2,100.00
Cash Handling Fees	(\$188.46 in 2014 inclusive of Change Fund, Cash Deposit, Armored Truck)	TBD EVT	TBDEVT	TBD
Credit Card Fees	2.85% (\$349.10 in 2014)	TBD EVT	TBDEVT	TBD
Ticket Printing Fees	\$.05 per ticket (\$223.50 in 2014)	TBD EVT	TBDEVT	TBD

Total: 54,162.00

Summary

Facility Rental Total *(\$50,000 or 20% of Gross Admissions Revenue if greater)	\$50,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$71,977.00

Grand Total: \$121,977.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment (Estimated Equipment, Personnel and Services Only)	PAID 07/08/2015	\$40,000.00
Second Payment (Estimated Equipment, Personnel and Services Only)	08/15/2015	\$31,977.00

Payment Total: \$71,977.00

EXHIBIT A

Event Information

Please Remit Payment in *Check Only*

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

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

- \$71,977.00 due on or before dates listed above.
- All additional reimbursable expenses will be itemized and deducted from Gross Admissions Revenue.
- OCFEC will retain \$50,000 or 20% of Gross Admissions Revenue if greater.

Camper Staging: Camping fee is \$20.00 per unit per night for dry camping (no utilities) in Parking Lots D & F from Monday - Thursday, August 31 - September 3, 2015. The outside camper staging operation will be coordinated through OCFEC. This will include space coordination, placement, permit distribution and fee collection. Campers will not be allowed to stage on OCFEC property until Monday, August 31, 2015 at 6:00 AM. Campers arriving prior to this time will be directed to other camping locations in the area.

Parking Lot E shall not be used for any staging or parking of vehicles for this event from Monday - Thursday, August 31 - September 3, 2015. That area is designated for Orange Coast College student parking.

Camping (inside the grounds): Camping fee is \$25.00 per unit per night and includes water and electric. The interior grounds camping operation will be coordinated through OCCA. This will include space coordination, placement, permit distribution and fee collection. OCCA plans to allow campers inside the grounds at Green Gate area starting Thursday - September 3, 2015 at 6:00 AM. It is agreed that a representative from OCCA and OCFEC shall walk the grounds together to count the number of campers onsite on Saturday - September 5, 2015. OCCA agrees to pay OCFEC \$25.00 per unit per night camping fee, substantiating fee total by providing a summary of units camped per night by no later than Friday - September 11, 2015.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

July 22, 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:

Los Angeles County Fair B-roll Film Shoot
4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$595.00
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.

Los Angeles County Fair Association
1101 West McKinley Avenue
Pomona, CA 91768-2250

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

By _____

By _____

**Title: Michelle DeMott, Vice President Branding
 and Knowledge Management**

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Los Angeles County Fair B-roll Film Shoot
 Contact Person: Debbie Vengco
 Event Date: 07/22/2015

Contract No: R-132-15
 Phone: (909) 865-4213
 Hours: 2:00 PM - 11:00 PM

Admission Prices: Promo Badges for one day only. Badges must be returned the same day.

Vehicle Parking Fee: No charge, but must enter designated gate.

Projected Attendance: 8

Facility	Date-Time	Activity	Actual
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Facility and/or Area

Wednesday

Various Locations

Note: 07/22/2015 Fair Opens at 12:00 PM

-Move out must be completed by 11:59 PM on Wednesday - July 22, 2015.

Estimated Reimbursable Personnel Fees & Equipment Fees

Description	Date-Time	Units	Rate	Actual
Equipment TBD	07/22/2015	TBD	TBD	TBD
<u>Event Coordinator</u>				
Event Coordinator	07/22/2015 02:00 PM - 11:59 PM Estimate Only	1.00 EA	40.00 HR	400.00
<u>Maintenance/Electrician</u>				
Electrician	07/22/2015 TBD	TBD EA	47.50 HR	TBD
<u>Safety & Security</u>				
Security Attendant	07/22/2015 02:00 PM - 11:59 PM Estimate Only	1.00 EA	19.50 HR	195.00

Total: 595.00

Summary

Estimated Equipment, Reimbursable Personnel and Services Total \$595.00

Grand Total: \$595.00

Payment Schedule

Due Date	Amount
07/27/2015	\$595.00

First Payment

Total: \$595.00

Payment Total: \$595.00

Please Remit Payment in *Check Only*

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

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

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

July 27, 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:

Los Angeles County Fair Film Shoot

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

\$2,491.75

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.

Los Angeles County Fair Association
1101 West McKinley Avenue
Pomona, CA 91768-2250

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

By _____

By _____

**Title: Michelle DeMott, Vice President Branding
 and Knowledge Management**

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Los Angeles County Fair Film Shoot
 Contact Person: Debbie Vengco
 Event Date: 07/27/2015

Contract No: R-133-15
 Phone: (909) 865-4213
 Hours: 1:00 PM - 11:59 PM

Admission Prices: Promo Badges for one day only. Badges must be returned the same day.

Vehicle Parking Fee: No charge, but must enter designated gate.

Projected Attendance: 150

<u>Facility and/or Area</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
Various Locations	07/27/2015 01:00 PM - 11:59 PM		

Note: 07/27/2015 Fair is Closed

-Move out must be completed by 11:59 PM on Monday - July 27, 2015.

Estimated Reimbursable Personnel Fees & Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	07/27/2015	1.00 EA	18.00 EA	18.00
Scissor Lift	07/27/2015 2 Hours Estimate Only	2.00 EA	75.00 HR	150.00
Event Sales & Services				
Event Coordinator	07/27/2015 01:00 PM - 11:59 PM Estimate Only	1.00 EA	40.00 HR	440.00
Maintenance/Electrician				
Electrician	07/27/2015 8 Hours Stand By Estimate Only	1.00 EA	47.50 HR	380.00
Safety & Security				
Security Attendant	07/27/2015 02:00 PM - 11:59 PM Estimate Only	3.00 EA	19.50 HR	585.00
Security Attendant	07/27/2015 04:30 PM - 11:59 PM Estimate Only	3.00 EA	19.50 HR	438.75
Outside Services				
Event Medical Services	07/27/2015 12:30 PM - 12:30 AM Estimate Only	2.00 EA	20.00 HR	480.00

Total: 2,491.75

Summary

Estimated Equipment, Reimbursable Personnel and Services Total \$2,491.75

Grand Total: \$2,491.75

Payment Schedule

<u>Due Date</u>	<u>Amount</u>
07/27/2015	\$2,491.75
Total:	\$2,491.75
Payment Total:	\$2,491.75

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.

SPECTRA

All food and beverage service must be discussed with and approved by Spectra (formerly Ovations), the OCFEC Master Concessionaire. No buyout for this event.

REVIEWED _____

DATE September 14, 2015

FAIRTIME

APPROVED _____

INTERIM

XX

RENTAL AGREEMENT

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

August 16, 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:

Caliber's 2015 Annual Employee Summer Event

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

\$576.50

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, and the Association's sales agency of record (currently Moor + South/Pier Management, Co., LP, a Delaware Limited Partnership dba Tandem) 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.

Caliber Construction, Inc.
240 North Orange Avenue
Brea, CA 92821

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

By _____

By _____

Title: Orlin MB Pilapil, Human Resources/EHS

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Caliber's 2015 Annual Employee Summer Event
 Contact Person: Orlin MB Pilapil
 Event Date: 08/16/2015

Contract No: R-135-15
 Phone: (714) 255-2700
 Hours: 12:30 PM - 2:00 PM

Admission Prices: Group Order purchased through Tandem
 Vehicle Parking Fee: \$10.00 General Parking

Projected Attendance: 60-80

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Hospitality Area	08/16/2015 10:00 AM - 12:30 PM	Move In	No Charge
Hospitality Area	08/16/2015 12:30 PM - 02:00 PM	Event	500.00
Hospitality Area	08/16/2015 02:00 PM - 03:00 PM	Move Out	No Charge

Note: Fair opens at 10:00 AM

-Move out must be completed by 3:00 PM on Sunday - August 16, 2015.

Total: 500.00

Estimated Reimbursable Personnel Fees & Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Event Operations				
Ground Attendant (<i>Post Event Cleanup</i>)	Estimated 1 Hour	1.00 HR	19.50 HR	19.50
Janitorial Attendant	Estimated 2 Hours	2.00 HR	19.50 HR	39.00

Admission

Group Order

PAID THROUGH TANDEM

Total: 76.50

Summary

Facility Rental Total	\$500.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$76.50
Grand Total:	\$576.50

Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
08/01/2015	\$576.50

Total: \$576.50

Payment Total: \$576.50

Please Remit Payment in *Check Only*

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

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

SPECTRA

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



R_____

A_____

AMENDMENT TO CALIBER'S 2015 ANNUAL EMPLOYEE SUMMER EVENT

DATE: August 12, 2015

RENTAL AGREEMENT: R-135-15

AMENDMENT #1

Except as herein amended, all other terms and conditions remain as previously agreed upon.

ADDITIONS TO EXHIBIT A: REIMBURSABLE PERSONNEL FEES

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Insurance				
S.E.L.I. Insurance	08/16/15	1.00 EA	60.00 DAY	60.00
			Total:	60.00

Summary

Original Rental Agreement Total	\$576.50
New Rental Agreement Grand Total	\$636.50

Payment Total: \$636.50**Caliber Construction, Inc.**
240 North Orange Avenue
Brea, CA 92821**32nd District Agricultural Association**
88 Fair Drive
Costa Mesa, CA 92626By _____
Title: Orlin MB Pilapil, Human Resources/EHS
OfficerBy _____
Title: Sharon Augenstein, Chief Financial

REVIEWED _____

DATE September 14, 2015

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 26, 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:

Nick Berardino Retirement Party

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

\$4,128.50

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.

Orange County Employees Association
830 North Ross Street
Santa Ana, CA 92701

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

By _____

By _____

Title: Cathy Yatch, Administrative Manager

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Nick Berardino Retirement Party
 Contact Person: Cathy Yatch
 Event Date: 08/26/2015

Contract No: R-138-15
 Phone: (714) 835-3355
 Hours: 5:30 PM - 10:00 PM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 300

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date -Time</u>	<u>Activity</u>	<u>Actual</u>
Wednesday			
Plaza Pacifica Lobby & Terrace	08/26/2015 05:30 PM - 10:00 PM	Event	975.00

-Move out must be completed by 11:59 PM on Wednesday - August 26, 2015 to avoid additional charges. Total: 975.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Dumpster	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	250.00 EVT	250.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Picnic Table (Rectangular & Round)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	Estimate 2	2.00 EA	75.00 EA/DAY	150.00
Straw Bale	TBD	TBD EA	5.00 EA	TBD
Sweeper (In-House)	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Total:				785.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
<u>Set Up</u>				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
<u>Event Day</u>				
Grounds Attendant Lead	08/26/2015 04:30 PM - 11:00 PM	1.00 EA	30.00 HR	195.00
Grounds Attendant	08/26/2015 04:30 PM - 11:00 PM	1.00 EA	19.50 HR	126.75
Janitorial Attendant	08/26/2015 04:30 PM - 11:00 PM	2.00 EA	19.50 HR	253.50
Electrician	08/26/2015 04:30 PM - 11:00 PM	1.00 EA	47.50 HR	308.75
<u>Clean Up</u>				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
<u>Event Sales & Services</u>				
Event Coordinator	08/26/2015 04:30 PM - 10:30 PM	1.00 EA	40.00 HR	240.00
<u>Parking</u>				
Parking Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
<u>Safety & Security</u>				
Security Attendant	08/26/2015 05:00 PM - 10:30 PM	2.00 EA	19.50 HR	214.50
<u>Insurance</u>				
S.E.L.I. Insurance	08/26/2015	1.00 EA	95.00 DAY	95.00
Due to S.E.L.I. coverage expiration, move out must be completed by 11:59 PM on Wednesday - August 26, 2015.				
Total:				1,868.50

Summary

Facility Rental Total \$975.00
 Estimated Equipment, Reimbursable Personnel and Services Total \$2,653.50

EXHIBIT A

Event Information

Refundable Deposit	\$500.00
Grand Total:	\$4,128.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/12/2015	\$2,064.25
Second Payment	08/19/2015	\$2,064.25
Total:		\$4,128.50
Payment Total:		\$4,128.50

Please Remit Payment in *Check Only*

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

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

DRONES

No remotely controlled aircraft or ground vehicle devices are authorized to operate on, above or below OCFEC property at any time without the express written consent of the OC Fair & Event Center.

OVATIONS dba SPECTRA

All food and beverage service must be discussed with and approved by Spectra, 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, Renter must comply with request.

SOUND WALLS

Decorations, lights, etc. are **NOT** allowed to be placed, hung, taped, etc. onto the sound walls directly outside the lobby doors.

REVIEWED _____

DATE

September 14, 2015

FAIRTIME

INTERIM

XX

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

August 8, 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:

Pre-Show Experience / Fifth Harmony Meet & Greet

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

\$693.25

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.

VIP Nation
1100 Glendon Avenue, Suite 200
Los Angeles, CA 90024

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

By _____

By _____

Title: Ariel Bojeun, VIP Nation Road Rep.

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Pre-Show Experience/Fifth Harmony Meet & Greet
 Contact Person: Ariel Bojeun
 Event Date: 08/08/2015

Contract No: R-141-15
 Phone: (717) 903-7045
 Hours: 4:00 PM - 6:00 PM

Vehicle Parking Fee: \$10.00 General Parking

Projected Attendance: 190

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date -Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Pacific Amphitheatre / Box Office Concourse	08/08/2015 04:00 PM - 04:30 PM	Check-In	
Pacific Amphitheatre / Backstage	08/08/2015 05:00 PM - 06:00 PM	Meet & Greet	200.00

-Move out must be completed by 6:30 PM on Saturday - August 8, 2015 to avoid additional charges.

Total: 200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair (<i>Individual</i>)	Estimate 7	7.00 EA	2.50 EA	17.50
Folding Table	Estimate 1	1.00 EA	15.00 EA	15.00
Water, Ice & Tub	Estimate 8	8.00 EA	12.50 EA/CASE	100.00

Total: 132.50

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Sales & Services				
Event Coordinator	08/08/2015 04:00 PM - 06:30 PM	1.00 EA	40.00 HR	100.00

Gate Operations

Check-In				
Ticket Taker/Scanner	Estimate 1 Hour	1.00 HR	19.50 HR	19.50

Safety and Security

Security Attendant	08/08/2015 04:00 PM - 06:30 PM	3.00 EA	19.50 HR	146.25
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Insurance

S.E.L.I. Insurance	08/08/2015	1.00 EA	95.00 DAY	95.00
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Due to S.E.L.I. coverage expiration, all tear down must be completed by 6:30 PM on August 8, 2015.

Total: 360.75

Summary

Facility Rental Total	\$200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$493.25

Graud Total: *\$ 693.25

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

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/08/2015	\$693.25

Total: \$693.25

Payment Total: \$693.25

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 dba SPECTRA

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

REVIEWED _____

DATE September 14, 2015

FAIRTIME XX

APPROVED _____

INTERIM

RENTAL AGREEMENT

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

WITNESSETH:

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

August 16, 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:

Austin Mahone Meet & Greet

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

\$512.00

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.

AEG Live
5750 Wilshire Boulevard
Los Angeles, CA 90036

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

By _____

By _____

Title: **Katherine Retter, Sr. Manager, Premium Ticketing**

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

EXHIBIT A

Event Information

Event Name: Austin Mahone Meet & Greet
Contact Person: Katherine Retter
Event Date: 08/16/2015

Contract No: R-143-15
Phone: (323) 930-7108
Hours: 5:15 PM - 7:30 PM

Vehicle Parking Fee: \$10.00 General Parking

Projected Attendance: 100

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date -Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Pacific Amphitheatre / Box Office Concourse	08/16/2015 05:15 PM - 05:45 PM	Check-In	
Pacific Amphitheatre / Stage	08/16/2015 06:00 PM - 06:20 PM	Sound Check	
Pacific Amphitheatre / Backstage	08/16/2015 06:30 PM - 07:30 PM	Meet & Greet	200.00

-Move out must be completed by 7:30 PM on Sunday - August 16, 2015 to avoid additional charges.

Total: 200.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
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*Any additional request for equipment not listed on this agreement will result in additional charges.

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Sales & Services				
Event Coordinator	08/16/2015 05:00 PM - 07:30 PM	1.00 EA	40.00 HR	100.00
Gate Operations				
Ticket Taker/Scanner	08/16/2015 05:00 PM - 06:00 PM	1.00 EA	19.50 HR	19.50
Safety and Security				
Security Attendant	08/16/2015 05:00 PM - 07:30 PM	2.00 EA	19.50 HR	97.50
Insurance				
S.E.L.I. Insurance	08/16/2015	1.00 EA	95.00 DAY	95.00

Due to S.E.L.I. coverage expiration, all tear down must be completed by 7:30 PM on August 16, 2015.

Total: 312.00

Summary

Facility Rental Total	\$200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$312.00
Grand Total:	\$512.00

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

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	08/16/2015	\$512.00
Total:		\$512.00
Payment Total:		\$512.00

Please Remit Payment in *Check Only* (see below)

****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 dba SPECTRA

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

REVIEWED _____

DATE September 14, 2015

FAIRTIME

INTERIM XX

APPROVED _____

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Train Show 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 29 - February 1, 2016
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:

Great Train Show

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

\$18,153.00

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.

Train Show Inc.
120 Easy Street, Unit 4
Carol Stream, IL 60188

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

By _____

By _____

Title: Randy Bachmann, President

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Great Train Show
Contact Person: Bill Grove
Event Dates: 01/29/2016 - 01/31/2016

Contract No: R-017-16
Phone: (630) 608-4988
Hours: Saturday: 10:00 AM - 5:00 PM
Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$9.00 Child: 11 & Under Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,400

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
Costa Mesa Building (#10)	01/29/2016 07:00 AM - 07:00 PM	Move In	2,050.00
Saturday			
Costa Mesa Building (#10)	01/30/2016 10:00 AM - 05:00 PM	Event	4,100.00
Sunday			
Costa Mesa Building (#10)	01/31/2016 10:00 AM - 04:00 PM	Event	4,100.00
Monday			
Costa Mesa Building (#10)	02/01/2016 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - February 1, 2016 to avoid additional charges. Total: 10,250.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
20 Amp Drop	Estimate 6	6.00 EA	25.00 EA	150.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Marquee Board (7 Consecutive Days)	01/25/2016 - 01/31/2016	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	01/30/2016 - 01/31/2016	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	01/30/2016 - 01/31/2016	1.00 EA	75.00 EA/DAY	150.00
Scissor Lift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Sweeper	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Ticket Booth	TBD	TBD EA	100.00 EVT	TBD
Total:				2,380.00

Reimbursable Personnel Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 2 Hours	2.00 HR	20.00 HR	40.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
Event Day				
Grounds Attendant Lead	01/30/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	01/30/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Janitorial Attendant	01/30/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
Grounds Attendant Lead	01/31/2016 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00
Grounds Attendant	01/31/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR	280.00
Janitorial Attendant	01/31/2016 09:00 AM - 04:00 PM	2.00 EA	20.00 HR	280.00
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	20.00 HR	100.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Event Sales & Services				
Event Coordinator	01/30/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
Event Coordinator	01/31/2016 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

EXHIBIT A

Event Information

Parking

Parking Attendant Lead	01/29/2016 11:00 AM - 07:00 PM	1.00 EA	30.00 HR	240.00
Parking Attendant	01/29/2016 11:00 AM - 07:00 PM	2.00 EA	20.00 HR	320.00

Technology

Technology Attendant	Estimate 2 Hours	2.00 HR	40.00 HR	80.00
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Outside Services

State Fire Marshal	Estimate Only (<i>Plan review and/or Site Inspection</i>)	1.00 HR	263.00 HR	263.00
Trash Collection & Sweeping Services	Estimate Only	1.00 EA	350.00 EVT	350.00

Total: 4,023.00

Summary

Facility Rental Total	\$10,250.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$6,403.00
Refundable Deposit	\$1,500.00

Grand Total: \$18,153.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	07/29/2015	\$1,000.00
Second Payment	08/28/2015	\$5,718.00
Third Payment	10/29/2015	\$5,718.00
Fourth Payment	12/29/2015	\$5,717.00

Total: \$18,153.00

Payment Total: \$18,153.00

Please Remit Payment in *Cash or 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.

SPECTRA

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

RENTAL AGREEMENT

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

WITNESSETH:

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

February 26 - 28, 2016

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 Baby & Kidz Expo

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

\$9,807.00

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hercof 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.

The Expo Pros
11479 South Pine Drive
Parker, CO 80134

By _____

Title: Shael Buchen, Show Producer

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

By _____

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: California Baby & Kidz Expo
 Contact Person: Shael Buchen
 Event Date: 02/27/2016

Contract No: R-018-16
 Phone: (720) 934-4455
 Hours: 10:00 AM - 5:00 PM

Admission Price: Adult: \$10.00 (\$2.00 Web Discount) Senior: \$5.00 (65+) Child: 12 & Under Free

Vehicle Parking Fee: \$8.00 General Parking

Projected Attendance: 2,000

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	02/26/2016 06:00 AM - 07:00 PM	Move In	1,650.00
Saturday			
The Hangar	02/27/2016 10:00 AM - 05:00 PM	Event	3,300.00
Sunday			
The Hangar	02/28/2016 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Sunday - February 28, 2016 to avoid additional charges. Total: 4,950.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 8	8.00 EA	18.00 EA	144.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Portable Electronic Message Board	02/27/2016	2.00 EA	75.00 EA/DAY	150.00
Projector (12,000 Lumens)	02/27/2016	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen	02/27/2016	TBD EA	300.00 EA/DAY	TBD
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,629.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Event Operations</u>				
Set Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<u>Event Day</u>				
Grounds Attendant Lead	02/27/2016 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	02/27/2016 09:00 AM - 05:00 PM	1.00 EA	20.00 HR	160.00
Janitorial Attendant	02/27/2016 09:00 AM - 05:00 PM	2.00 EA	20.00 HR	320.00
<u>Clean Up</u>				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	20.00 HR	80.00
Electrician	Estimate 1 Hour	1.00 HR	50.00 HR	50.00
<u>Event Sales and Services</u>				
Event Coordinator	02/27/2016 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00
<u>Parking</u>				
Vendor Set Up: 4:00 PM - 7:00 PM				
Parking Attendant Lead	02/26/2016 02:00 PM - 07:30 PM	1.00 EA	30.00 HR	165.00
Parking Attendant	02/26/2016 02:00 PM - 07:30 PM	2.00 EA	20.00 HR	220.00

Outside Services

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

Event Information

Total: 2,228.00

Summary

Facility Rental Total	\$4,950.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,857.00
Refundable Deposit	\$1,000.00

Grand Total: \$9,807.00

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	08/26/2015	\$1,000.00
Second Payment	12/28/2015	\$4,403.50
Third Payment	01/26/2016	\$4,403.50

Total: \$9,807.00

Payment Total: \$9,807.00

Please Remit Payment in *Check Only*

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SPECTRA

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Board of Directors Agenda Report

MEETING DATE: SEPT. 24, 2015 **ITEM NUMBER:** 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: September 18, 2015

FROM: Ashleigh Aitken, Board Chair

PRESENTATION BY: Ashleigh Aitken, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

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

- i. Centennial Farm Foundation Board (Vice Chair Mouet)
- ii. Heroes Hall Veteran's Foundation Board (Director Berardino, Director La Belle)
- iii. Workers Memorial Task Force (Director Berardino, Chair Aitken)



Board of Directors Agenda Report

MEETING DATE: SEPT. 18, 2015 ITEM NUMBER: 9B

SUBJECT: Orange County Marketplace Rental Agreement
Discussion to Amend Contract Requirements for
Security Services

DATE: September 24, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Discontinue use of Orange County Sheriff Deputies (2 Deputies) to provide security services to the OC Market Place. Recommend that OCFEC Safety & Security staff (5 staff members) provide security services for each OC Market Place operating day to begin on Saturday 3 October 2015 if this recommendation is approved.

BACKGROUND

Existing Language from Tel-Phi Lease Agreement –

“The Association shall have the right to determine, in its sole and absolute discretion, which law enforcement agency shall provide security services to the Outdoor Marketplace in accordance with the Emergency Action Plan. The Association and Tel Phil acknowledge that, as of the Effective Date, law enforcement services are provided to the Fairgrounds, including to the Outdoor Marketplace, by the Orange County Sheriff’s Department (the “Sheriff”) pursuant to the Standard Agreement between the Sheriff and the Association (the “Sheriff Security Agreement”). All fees, costs and expenses due to the Sheriff pursuant to the Sheriff Security Agreement are paid by the Association, provided that the Association by entering into the Sheriff Security Agreement and/or performing its obligations pursuant thereto has no obligation to Tel Phil whatsoever to perform any obligations under the Sheriff Security Agreement or provide any law enforcement or security services to the Outdoor Marketplace, whether through the Sheriff or any other vendor of law enforcement or security services.”

Use of OCFEC Safety and Security staff in lieu of Sheriff Deputies will:

- Reduce security services costs to the OC Market Place by approximately 50%.
- Increase the total number of security personnel from 2 persons to 5 persons which provide a highly visible presence.
- Provide more transparency for OCFEC staff in regard to incidents and occurrences that might develop in the OC Market Place.

- Improve communication and coordination between OC Market Place and OCFEC during simultaneous events.
- Provide improved communication regarding facility or infrastructure related issues, *Freedom of Expression* issues, and emergency responder access to OCFEC property when needed.
- Orange County Sheriff's personnel agreed that due to the low-risk nature of this event, law enforcement presence is not needed at all times.



Board of Directors Agenda Report

MEETING DATE: SEPT. 18, 2015 ITEM NUMBER: 9C

SUBJECT: Discussion of OCFEC Smoking Policy

DATE: September 24, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

At the discretion of the Board of Directors

BACKGROUND

At the August 27 Board meeting staff was requested to report on how the San Diego County Fair has managed the implementation of their non-smoking policy.



Board of Directors Agenda Report

MEETING DATE: SEPT. 18, 2015 ITEM NUMBER: 9D

SUBJECT: Discussion of Construction Management Options

DATE: September 24, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Information item.

BACKGROUND

At the August 27 Board meeting Director LaBelle asked staff to research options for construction management services for construction projects on the fairgrounds.



Board of Directors Agenda Report

MEETING DATE: SEPT. 18, 2015 ITEM NUMBER: 9E

SUBJECT: Board of Directors Nominating Task Force
Recommendation and Election of Board Officers

DATE: September 24, 2015

FROM: Director Tkaczyk and Director La Belle

PRESENTATION BY: Director Tkaczyk and Director La Belle

RECOMMENDATION

Review and approve the Nominating Task Force recommendations for Chair, Vice Chair and Secretary-Treasurer of the Board of Directors for 2015 – 2016.

BACKGROUND

In August, a two person task force of the Board was appointed by the Board Chair to make a recommendation for Officers of the Board for the upcoming year.

The new Board Chair, Vice Chair and Secretary-Treasurer will assume leadership after the October 22 Board meeting.



Board of Directors Agenda Report

MEETING DATE: SEPT. 18, 2015 ITEM NUMBER: 9F

SUBJECT: Pacific Amphitheatre Seat Replacement Project

DATE: September 24, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

No action; Item will be moved to October Board of Director Meeting

BACKGROUND

The seat replacement bid was contested and after reviewing the scope and consultation with CFFA, a decision was made to re-bid the project. The RFP was released on Monday, September 21st and bids are due October 8th.



Board of Directors Agenda Report

MEETING DATE: SEPT. 18, 2015 **ITEM NUMBER:** 9G

SUBJECT: **Approval of Proposed Design Development Concept and Project Construction Estimate for Heroes Hall**

DATE: September 24, 2015

FROM: Michele Richards, Vice President, Business Development

PRESENTATION BY: Michele Richards, Vice President, Business Development

RECOMMENDATION

Approve the design development concept and project construction estimate for Heroes Hall.

BACKGROUND

At the August 21, 2015 meeting, the Board of Directors approved up to \$175,000 for ATI Architects and Engineers to move forward with design development and cost estimates for construction of Heroes Hall.

Staff will present the proposed design development concept, construction estimate and project timeline for Board consideration.



Board of Directors Agenda Report

MEETING DATE: SEPT. 18, 2015 ITEM NUMBER: 9H

SUBJECT: Discussion of Policy Prohibiting the Formation of Separate Legal Entities

DATE: September 24, 2015

FROM: Director Bagneris

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Adopt proposed policy statement prohibiting the formation of separate legal entities.

Proposed Policy Statement

Moving forward, as a matter of record, our governing documents provide the 32nd District Agricultural Association with several options by which to accomplish its goals, none which include the practice of forming foundations.

In an effort to steward resources, maintain clear goals and objectives, manage staff and financial resources properly, and manage the OC Fair & Event Center's operations, fiscal health, programs and performance, it is recommended that this Board establish and adopt a clear policy that prohibits the arbitrary formation of separate legal entities in order to accomplish its goals; rather, that we utilize the vehicles and resources afforded us as appointed representatives of the Governor of the State of California to fulfill our fiduciary responsibilities.

BACKGROUND

Governing Documents:

The Food and Agricultural Code, 32nd District Agricultural Association Bylaws, and Articles of Incorporation, California Department of Food & Agriculture Division of Fairs and Expositions Fair Board Directors Handbook.

As outlined in the association's governing documents, the 32nd District Association Board of Directors have been given clear instructions on what we should be doing:

32nd District Agricultural Association Bylaws

Directors, officers, and trustees, as well as key employees, are all fiduciaries of the foundation. The directors (or trustees if the foundation is established in trust form) are charged with overall management responsibility, including assuring that the foundation abides by its governing documents, mission statement and other policies and procedures.

Handbook: Guidance for Fair Board Directors (pg 7)

Section 100 Overview

Each director is a voting member of the Board charged with the authority and responsibility to develop policies, procedures, and regulations for the operation of the fair; to monitor the fair's financial health, programs and overall performance; and, to provide the chief executive officer (CEO) with the resources to meet the needs of the fair.

Food and Agricultural Code 3951 States the purpose of forming an Association is:

- (a) Holding fairs, expositions and exhibitions for the purpose of exhibiting all of the industries and industrial enterprises, resources and products of every kind or nature of the state with a view toward improving, exploiting, encouraging, and stimulating them.*
- (b) Constructing, maintaining, and operating recreational and cultural facilities of general public interest.*