



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, October 22, 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 OC FEC IS...**

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

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL (Policy 4.5.2.B)**

5. **CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES**

6. **MATTERS OF PUBLIC COMMENT**

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 September 24, 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-254-15FT; SA-255-15FT; SA-256-15FT; SA-257-15FT; SA-261-15SP; SA-262-15SP; SA-263-15SM; SA-264-15MA

- B. Amendments: SA-258-13WC (Amend #1); SA-260-13CS (Amend #1); SA-21-13AM (Amend #1); SA-253-15SP (Amend #1); SA-200-15SP (Amend #1); SA-166-15FT (Amend # 1)
- C. Interagency Agreements: none
- D. Letters of Understanding: none
- E. Rental Agreements: R-055-15; R-058-15; R-075-15; R-144-15; R-145-15; R-146-15; R-147-15; R-148-15; R-149-15; R-017-16; R-018-16; R-023-16
- 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 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)

B. Arlington Bio-Swale Update

Action Item

C. Approve Letter of Understanding with CFFA Regarding Completion of Heroes Hall Architectural Design and Construction Documents

Action Item

D. Ratification of Updated OCFEC Smoking Policy

Action Item

E. Review and Approve the Appointment of the Board Chair to serve on behalf of the 32nd District Agricultural Association as an Elector for the California Fair Services Authority (CFSA) Board of Directors Elections

Action Item

- F. The 32nd District Agricultural Association Board of Directors delegates authority to execute all forms of agreements, contracts, and purchase orders without further authorization from the Board of Directors (Policy 2.3.5). All such agreements, contracts and purchase orders are to be submitted to the Board of Directors for review at subsequent meetings. This delegation is subject to board review at each annual meeting**
Action Item

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: NOVEMBER 19, 2015

13. ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink that reads "Kathy Kramer". The signature is written in a cursive style with a large, sweeping flourish at the end.

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

Date of notice: 4:00 p.m. October 12, 2015



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

Statement of Cash Flows

As of September 30, 2015, OCFEC's cash on hand is \$37,959,740; an increase of \$7,882,629 during the 3rd quarter of 2015. Operating activities have resulted in a net cash inflow of \$12,301,330 to date. Investing activities in the form of capital expenditures have resulted in a net outflow of \$3,160,921 to date.

Balance Sheet

Accounts Payable increased and remains high due to Fair-related expenses.

Income Statement

September 2015 year-to-date revenue exceeds expenses by \$7,729,677, which is favorable to the budgeted net proceeds of (\$4,493,281) by \$3,236,395. 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 \$2,923,009.

Total year-to-date revenues of \$36,522,012 are favorable to budget by \$2,548,550 primarily due to favorable performance in Fair Admissions, Carnival and Concessions, and Other Event Revenue (parking sales, revenue from personnel services, equipment rental and concessions).

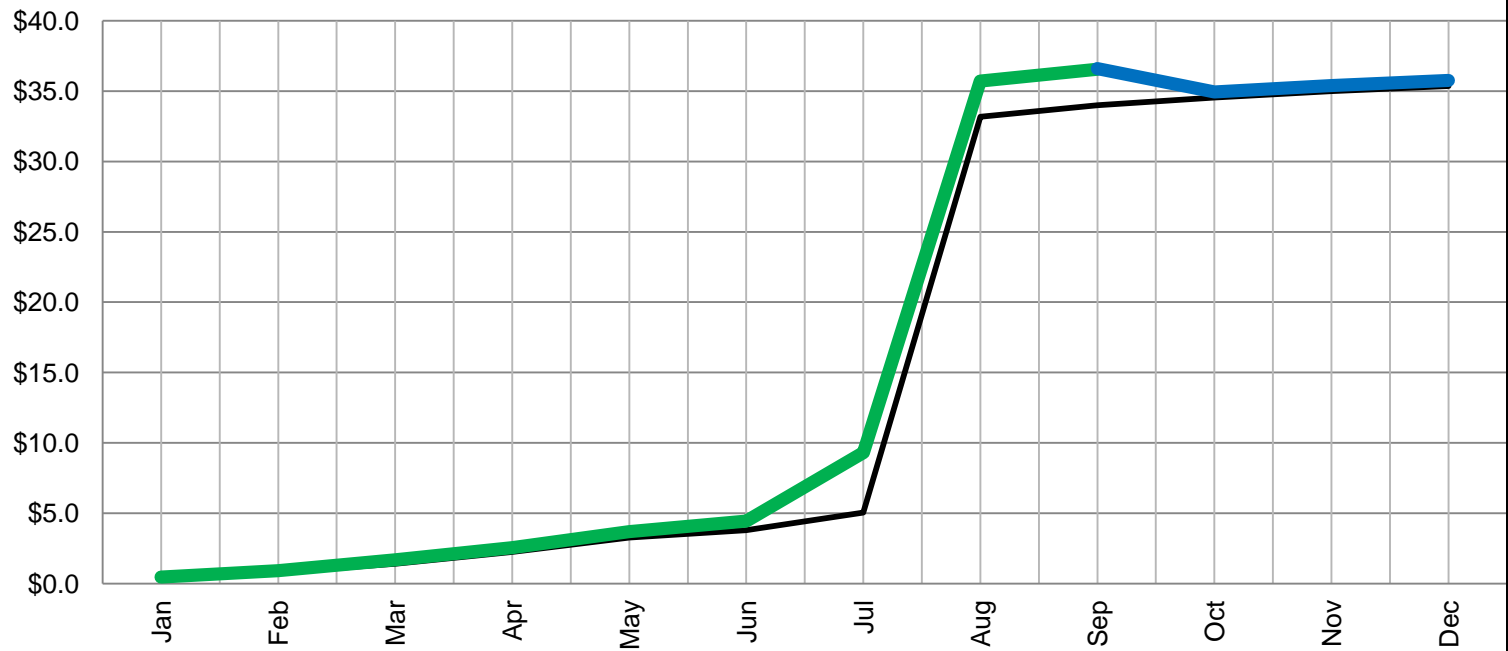
Total year-to-date operating expenses of \$26,794,834 are favorable to budget by \$395,499. Expenses in most major categories are below or close to budget at this time, with the exception of Telephone & Postage expense, which is over budget YTD by \$29,973 (30.6%). Payroll and related expense is favorable to budget by \$783,726 (7.0%) due primarily to unfilled positions.

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

As of September 30, 2015

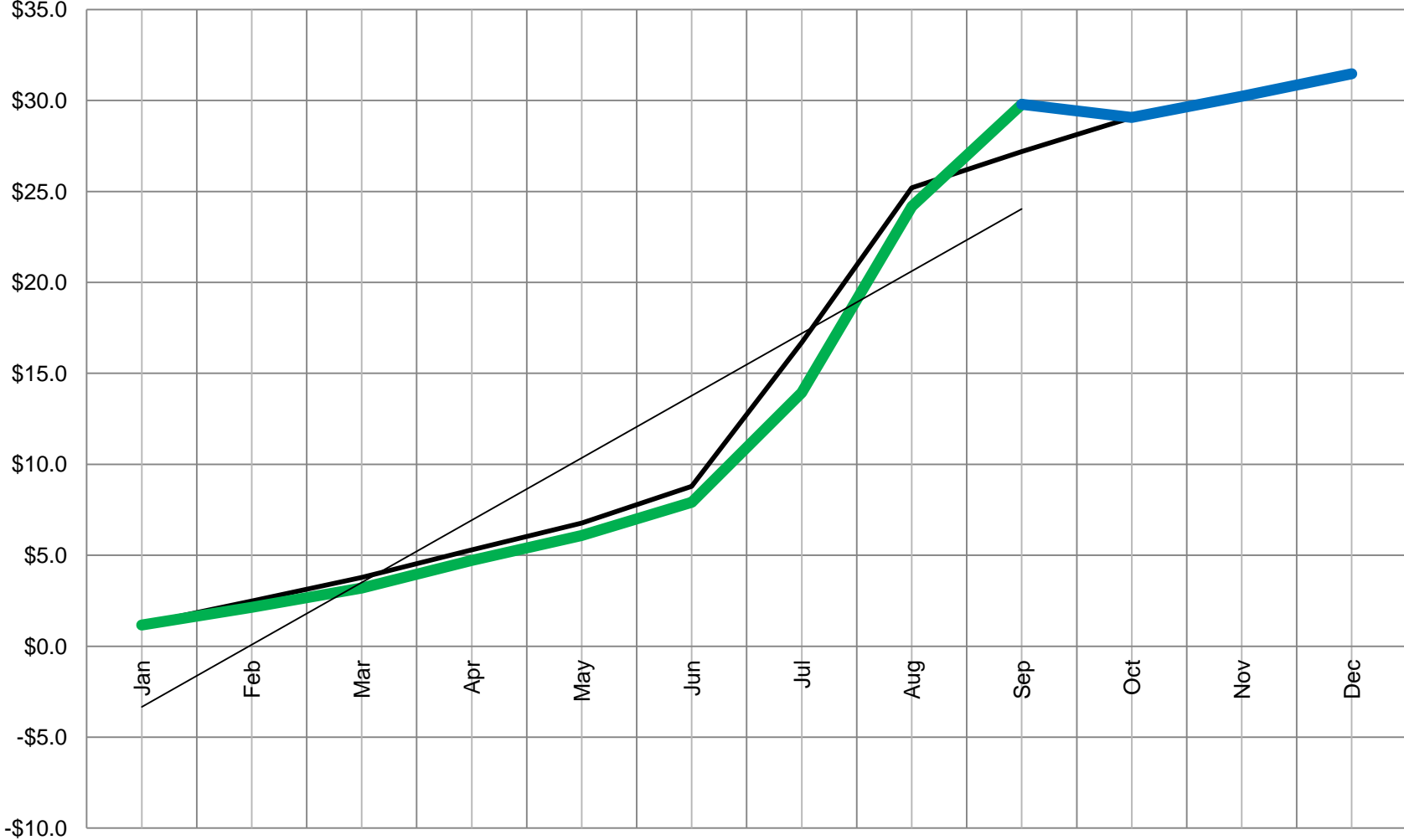
September 2015 YTD Revenue Performance

— Budget — Actual — Forecast

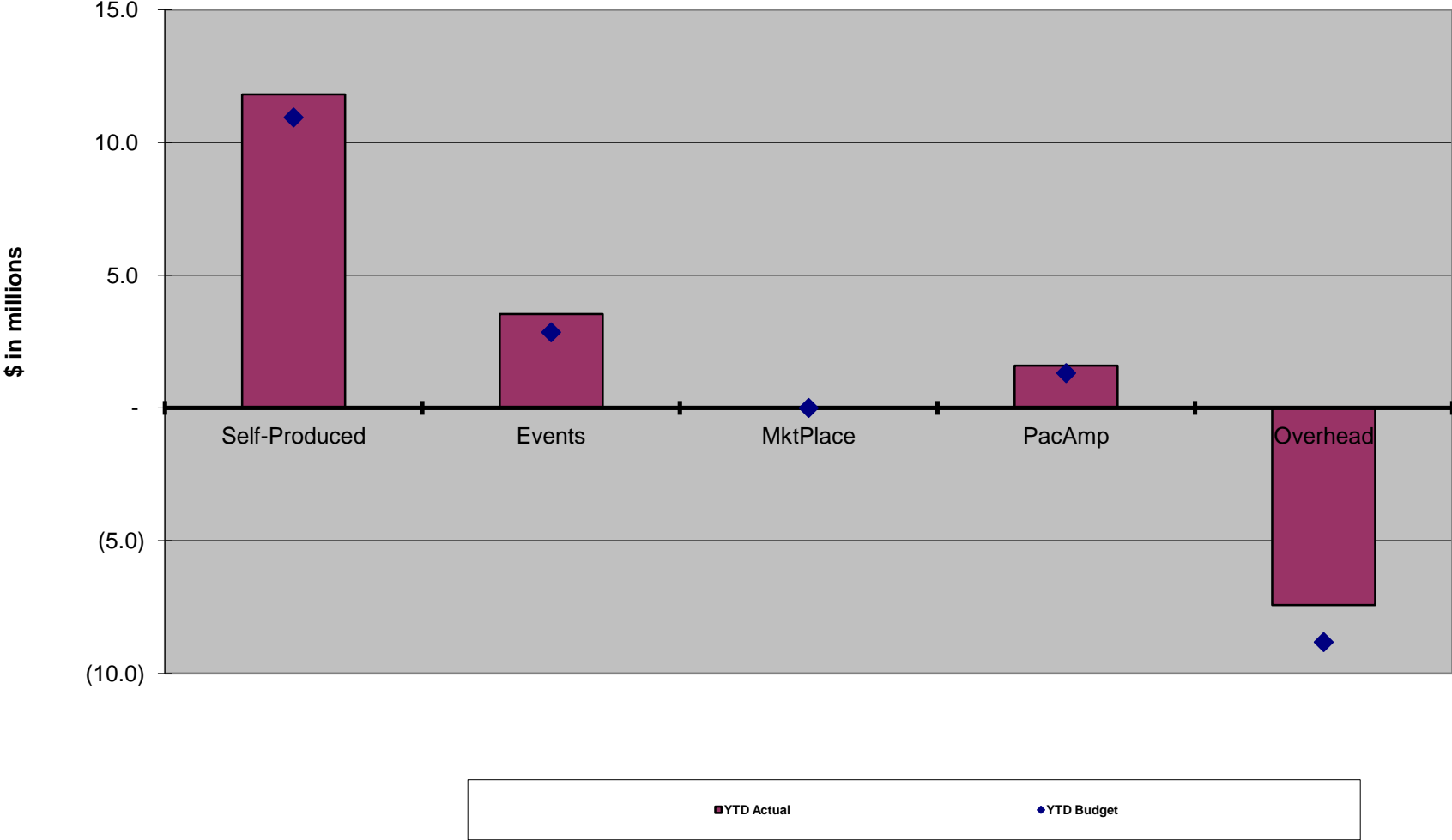


September 2015 YTD Operating Expense Performance

— Budget — Actual — Forecast — Linear (Actual)



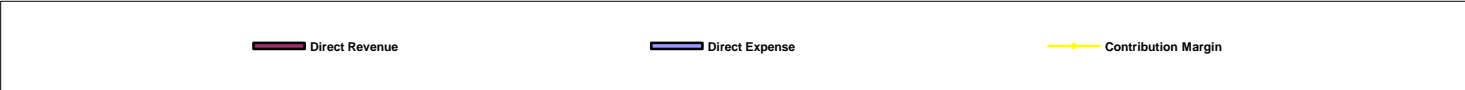
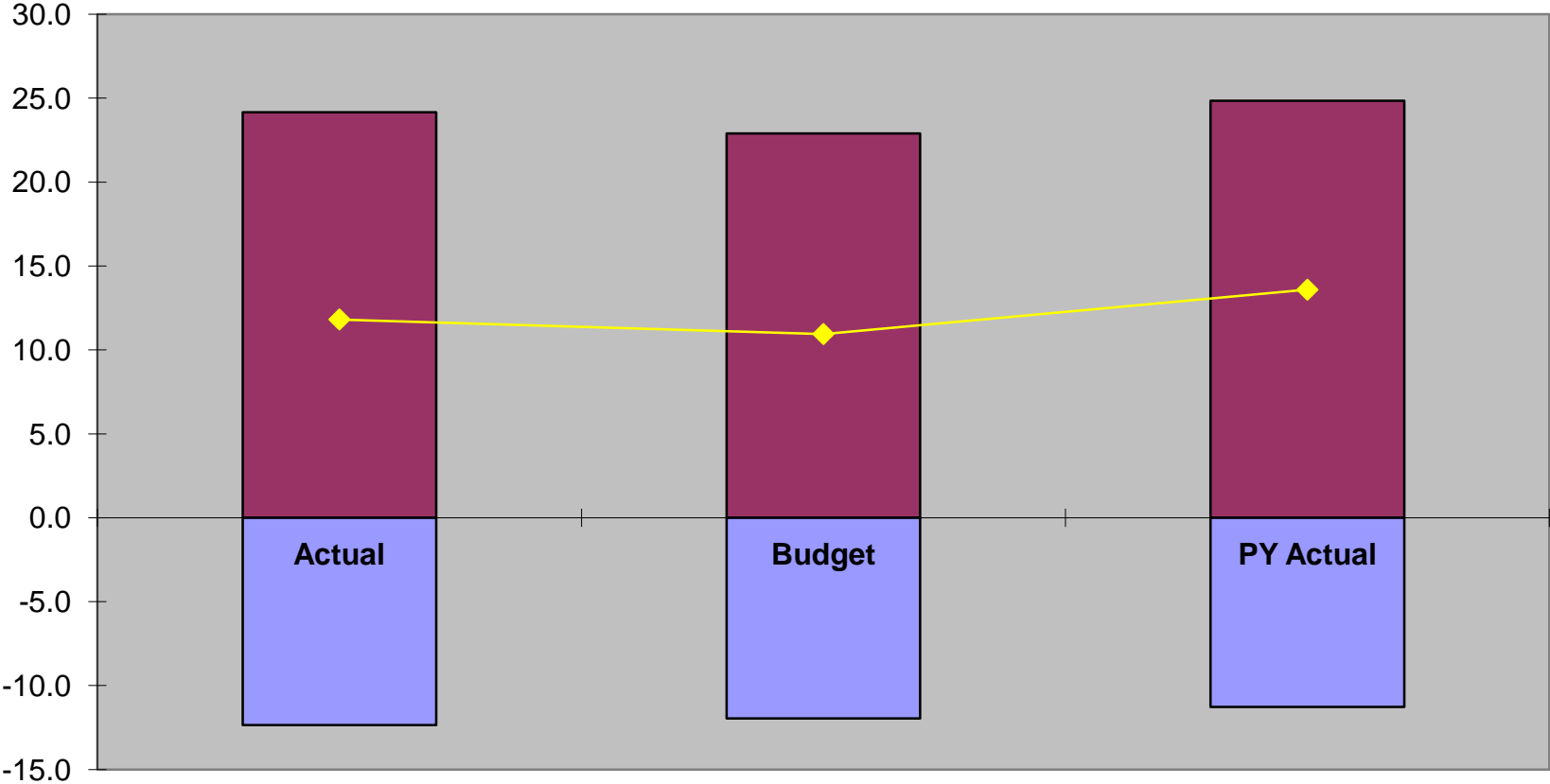
September 2015 YTD Contribution Margin by Business Unit



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

	2015	2015	2014	2015
	Year to Date	Year to Date	Year to Date	Full Year
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
Contribution Margins:				
Self-Produced Events Business Unit	11.8	10.9	13.6	10.0
Events Business Unit	3.5	2.8	4.0	3.5
MarketPlace Business Unit	-	-	-	-
Pacific Amphitheatre Business Unit	<u>1.6</u>	<u>1.3</u>	<u>1.7</u>	<u>1.1</u>
Total Business Unit Contribution Margin	16.9	15.1	19.3	14.5
Net Overhead Expense (Cash)	<u>(7.4)</u>	<u>(8.8)</u>	<u>(7.4)</u>	<u>(11.2)</u>
Net Cash Provided (Used) Subtotal	9.5	6.3	12.0	3.4
Capital Expenditures	(3.2)		(6.8)	(9.7)
Balance Sheet Changes	2.8		0.6	-
Net Increase (Decrease) in Cash	<u>9.1</u>	<u>6.3</u>	<u>5.8</u>	<u>(6.3)</u>

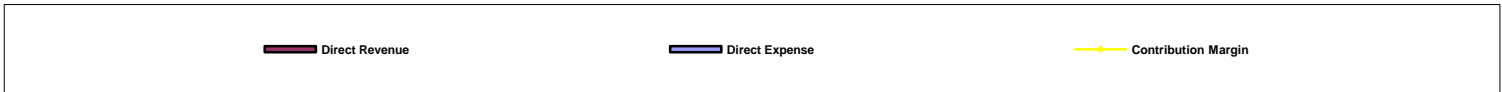
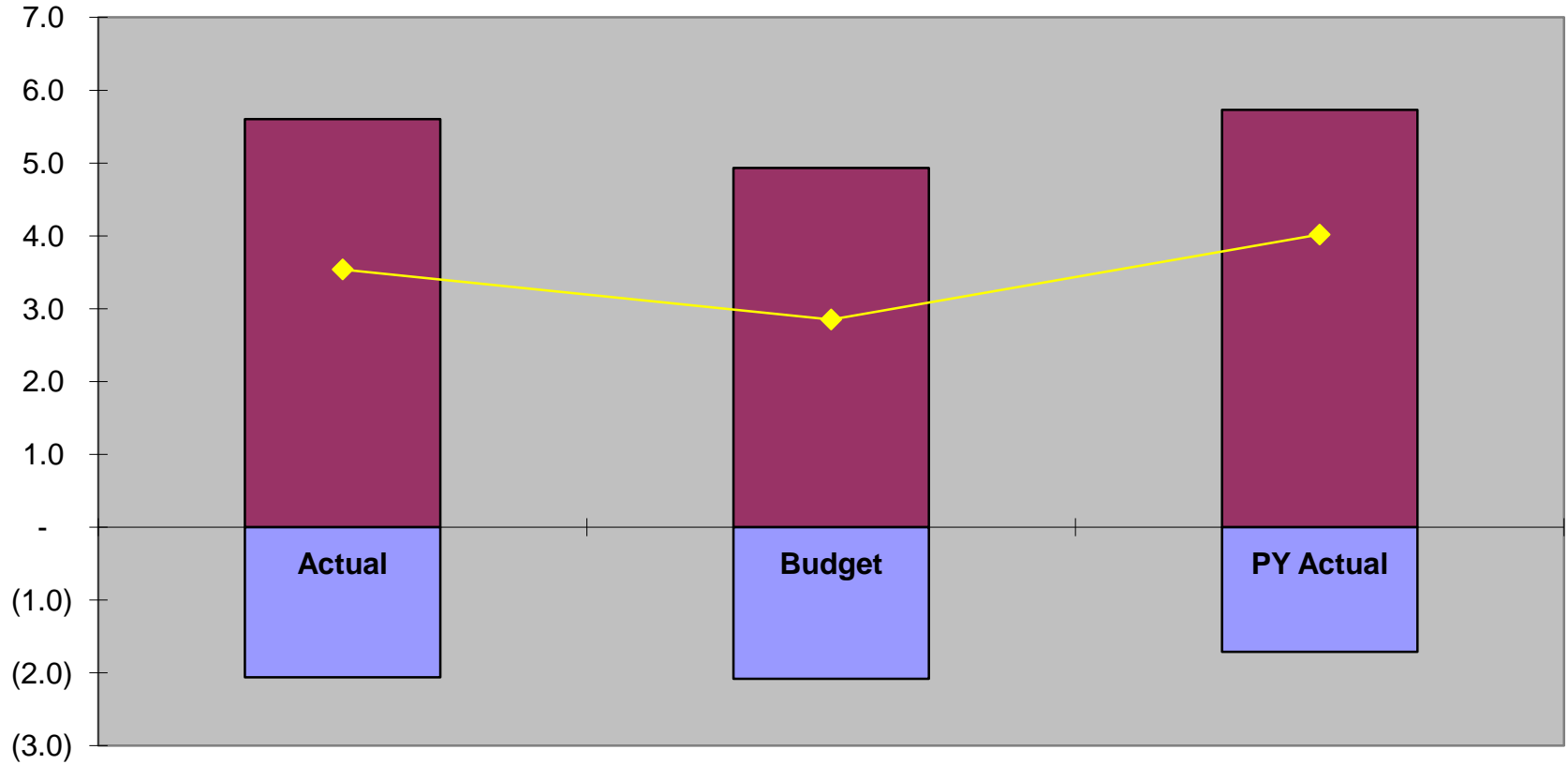
Self-Produced Events Business Unit September 2015 YTD Contribution Margin



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

	2015 Year to Date <u>Actual</u>	2015 Year to Date <u>Budget</u>	2014 Year to Date <u>Actual</u>	2015 Full Year <u>Budget</u>
Admissions	\$7.9	\$7.7	\$8.3	\$7.7
Concessions	6.5	6.0	6.5	6.0
Carnival	3.1	3.1	3.5	3.1
Sponsorships	1.8	1.6	1.6	1.6
Commercial Space	1.5	1.4	1.5	1.4
Parking	2.2	2.1	2.3	2.1
Other Revenue	<u>1.2</u>	<u>1.0</u>	<u>1.1</u>	<u>1.0</u>
Total Direct Revenue	24.2	22.9	24.9	22.9
Payroll/Related	4.1	4.0	3.7	4.3
Outside Services	1.6	1.6	1.5	2.1
Marketing/Related	1.3	1.2	1.3	1.2
Supplies/Equipment/Rentals	2.6	2.5	2.2	2.6
Attractions	1.1	1.1	1.2	1.1
Other Expense	<u>1.7</u>	<u>1.5</u>	<u>1.5</u>	<u>1.6</u>
Total Direct Expense	12.3	12.0	11.3	12.9
Contribution to Overhead and CapEx	<u><u>\$11.8</u></u>	<u><u>\$10.9</u></u>	<u><u>\$13.6</u></u>	<u><u>\$10.0</u></u>

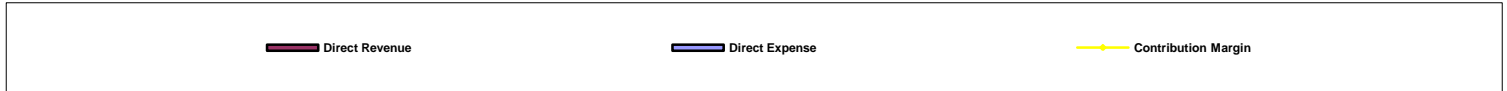
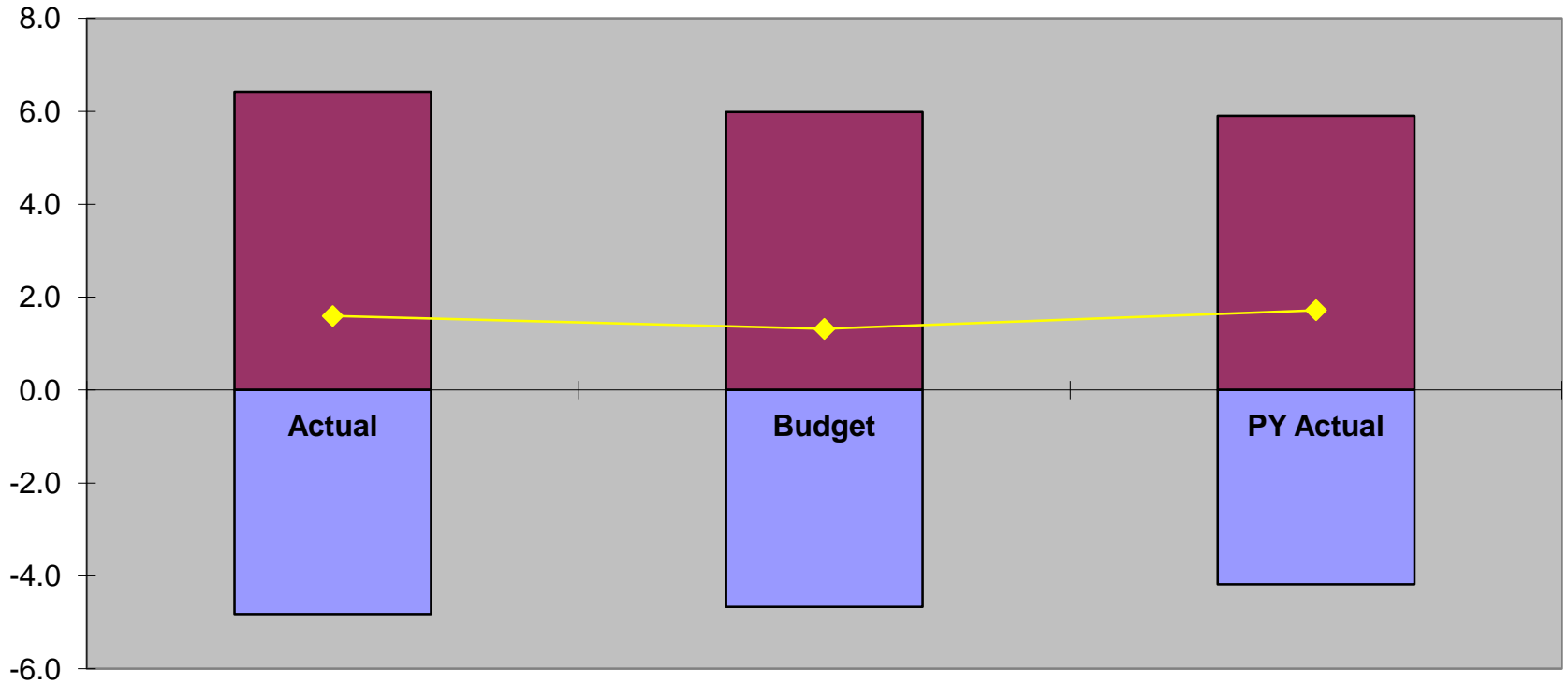
Year-Round Events Business Unit September 2015 YTD Contribution Margin



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

	2015	2015	2014	2015
	Year to Date	Year to Date	Year to Date	Full Year
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
Rental of Facilities	\$2.2	\$2.0	\$2.6	\$2.8
Personnel Services	0.9	0.7	0.7	0.8
Concessions	0.7	0.6	0.6	0.7
Equipment Rentals	0.4	0.4	0.5	0.5
Admissions/Parking	1.4	1.1	1.2	1.3
Other Revenue	<u>0.1</u>	<u>0.1</u>	<u>0.1</u>	<u>0.1</u>
Total Direct Revenue	5.6	4.9	5.7	6.2
Payroll/Related	1.4	1.5	1.3	2.0
Outside Services	0.2	0.1	0.1	0.2
Supplies/Equipment/Rentals	0.1	0.1	0.1	0.1
Facility/Related	0.3	0.3	0.2	0.4
Marketing/Related	0.0	0.0	0.1	0.1
Other Expense	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Total Direct Expense	2.1	2.1	1.7	2.8
Contribution to Overhead and CapEx	<u><u>\$3.5</u></u>	<u><u>\$2.9</u></u>	<u><u>\$4.0</u></u>	<u><u>\$3.5</u></u>

Pacific Amphitheatre Business Unit September 2015 YTD Contribution Margin



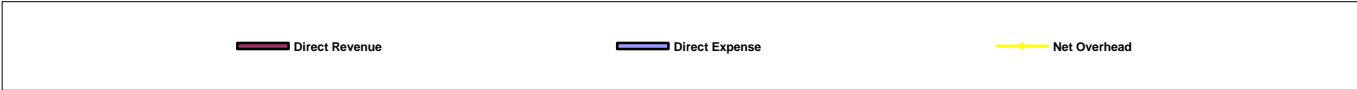
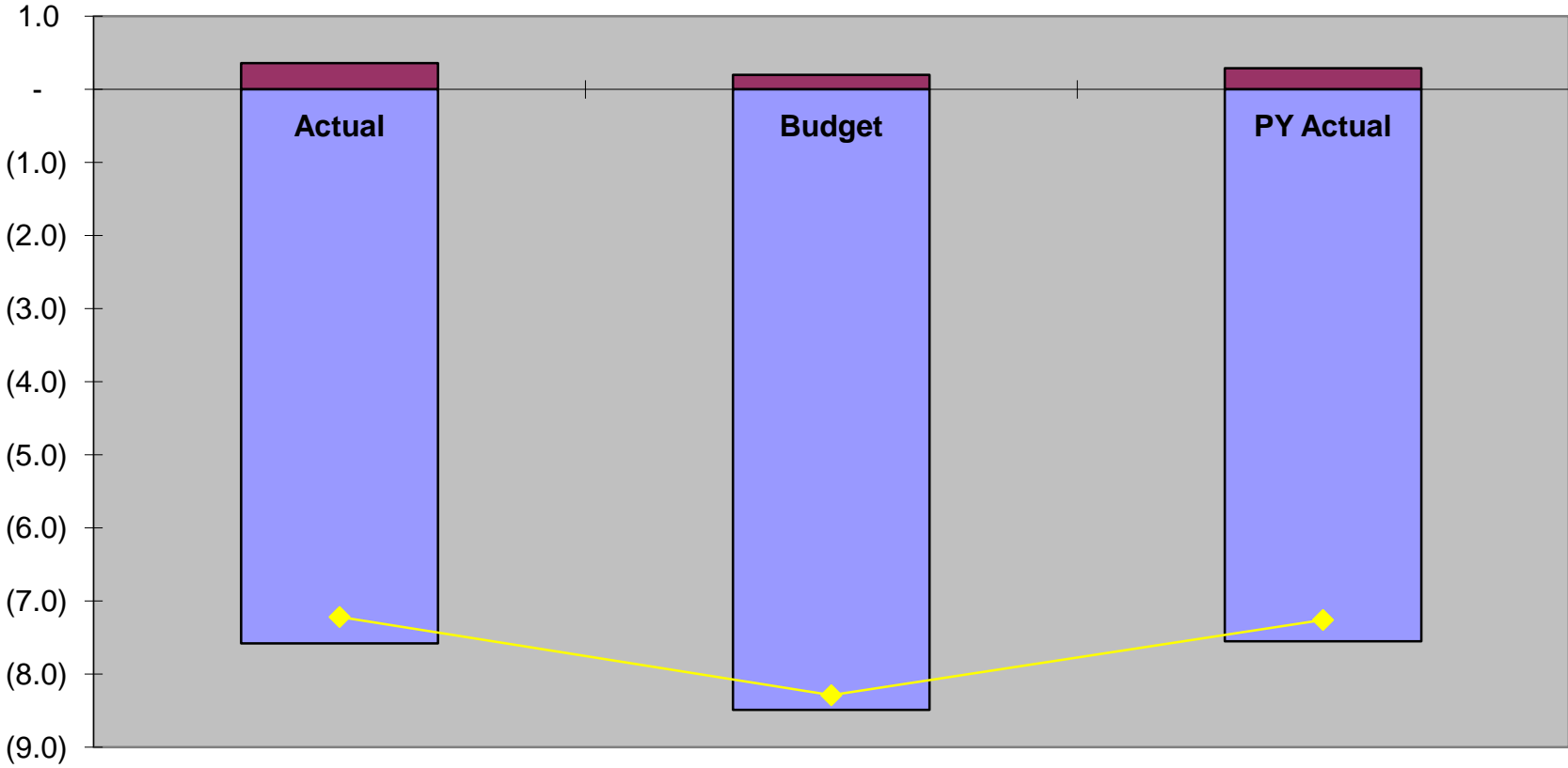
Pacific Amphitheatre Business Unit

Contribution Margin Statement

Year to Date as of September, 2015

	2015 Year to Date <u>Actual</u>	2015 Year to Date <u>Budget</u>	2014 Year to Date <u>Actual</u>	2015 Full Year <u>Budget</u>
Ticket Sales	\$4.5	\$4.1	\$4.0	\$4.1
Facility Fee	0.7	0.8	0.7	0.8
Concessions	0.5	0.4	0.4	0.4
Parking	0.6	0.4	0.5	0.4
Sponsorship	0.0	0.1	0.1	0.1
Other Revenue	<u>0.1</u>	<u>0.3</u>	<u>0.1</u>	<u>0.3</u>
Total Direct Revenue	6.4	6.0	5.9	6.0
Performers' Fees	3.2	3.1	2.6	3.1
Outside Services	0.5	0.5	0.5	0.5
Marketing/Related	0.2	0.2	0.2	0.2
Supplies/Equipment/Rentals	0.6	0.5	0.5	0.5
Payroll/Related	0.1	0.1	0.1	0.3
Other Expense	<u>0.2</u>	<u>0.2</u>	<u>0.3</u>	<u>0.2</u>
Total Direct Expense	4.8	4.7	4.2	4.9
Contribution to Overhead and CapEx	<u><u>\$1.6</u></u>	<u><u>\$1.3</u></u>	<u><u>\$1.7</u></u>	<u><u>\$1.1</u></u>

Support Services/Outreach September 2015 YTD Net Overhead



Support Services/Outreach Business Unit

Net Overhead Summary

Year to Date as of September, 2015

	2015 Year to Date <u>Actual</u>	2015 Year to Date <u>Budget</u>	2014 Year to Date <u>Actual</u>	2015 Full Year <u>Budget</u>
Interest	\$0.1	\$0.1	\$0.1	\$0.1
Facility Rentals	\$0.1	\$0.1	\$0.1	\$0.1
Other Revenue	<u>\$0.2</u>	<u>\$0.1</u>	<u>\$0.2</u>	<u>\$0.1</u>
Total Revenue	\$0.4	\$0.2	\$0.3	\$0.3
Payroll/Related	\$4.8	\$5.6	\$4.5	\$7.5
Facility/Related	\$1.5	\$1.5	\$1.5	\$1.9
Supplies/Telephone/Postage	\$0.6	\$0.5	\$0.5	\$0.6
Outside Services	\$0.3	\$0.3	\$0.6	\$0.4
Insurance	\$0.3	\$0.3	\$0.3	\$0.3
Other Expense	<u>\$0.2</u>	<u>\$0.2</u>	<u>\$0.2</u>	<u>\$0.2</u>
Total Expense	\$7.6	\$8.5	\$7.6	\$10.9
Net Overhead	<u><u>(\$7.2)</u></u>	<u><u>(\$8.3)</u></u>	<u><u>(\$7.3)</u></u>	<u><u>(\$10.7)</u></u>
Major Projects	\$0.2	\$0.5	\$0.1	\$0.5
Non-Cash Expenses:				
Depreciation Expense	<u>\$1.8</u>	<u>\$1.8</u>	<u>\$2.2</u>	<u>\$2.4</u>
Total Non-Cash Expense	<u><u>\$1.8</u></u>	<u><u>\$1.8</u></u>	<u><u>\$2.2</u></u>	<u><u>\$2.4</u></u>

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

	<u>2015</u>	<u>2014</u>
Assets		
Cash	\$ 3,963,712	\$ 1,964,708
Investments	33,996,028	31,321,764
Accounts Receivable	607,512	1,253,177
Reserve for Bad Debt	(11,850)	(29,614)
Prepaid Assets	-	-
Notes Receivable	290,053	-
Current Assets	<u>38,845,455</u>	<u>34,510,034</u>
Deferred Expenses	111,043	100,783
Capital Projects in Process	15,395,513	11,767,756
Land	133,553	133,553
Buildings and Improvements	31,312,918	33,153,961
Equipment	318,737	134,358
Long Term Assets	<u>47,271,764</u>	<u>45,290,411</u>
Total Assets	<u>\$ 86,117,219</u>	<u>\$ 79,800,445</u>
Liabilities		
Accounts Payable	\$ 2,906,440	\$ 2,157,738
Deferred Revenue	855,554	523,008
Other Payroll Deductions	366,137	227,771
Deposits	30,000	30,251
Other Liabilities	-	-
Short Term Liabilities	<u>4,158,131</u>	<u>2,938,767</u>
Compensated Absence Liability	962,269	1,007,530
Long Term Debt	-	-
Long Term Liabilities	<u>962,269</u>	<u>1,007,530</u>
Total Liabilities	<u>5,120,400</u>	<u>3,946,298</u>
Resources		
Investment in Capital Assets	\$ 47,160,721	\$ 45,189,628
Net Resources - Designated Use	809,341	866,460
Restricted Capital	-	-
Net Resources Available for Operations	25,276,099	20,033,508
Net Resources - Auction Fund	20,981	26,459
	<u>73,267,142</u>	<u>66,116,056</u>
Net Proceeds from Operations	7,729,677	9,738,092
Total Resources	<u>80,996,819</u>	<u>75,854,147</u>
Total Liabilities and Net Resources	<u>\$ 86,117,219</u>	<u>\$ 79,800,445</u>

**32nd D A A - OC Fair & Event Center
Income Statement (Unaudited)
Year to Date as of September, 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	\$ 9,673,420	\$ 9,149,000	\$ 524,420	5.7%	\$ 10,020,329	\$ (346,909)	-3.5%	\$ 9,149,000
Commercial Space Rental Revenue	1,498,395	1,444,000	54,395	3.8%	1,460,983	37,412	2.6%	1,444,000
Carnival and Concessions Revenue	10,079,378	9,434,000	645,378	6.8%	10,431,431	(352,052)	-3.4%	9,434,000
Exhibits Revenue	109,728	91,000	18,728	20.6%	100,300	9,428	9.4%	91,000
Attractions Revenue	3,948,314	3,886,300	62,014	1.6%	3,394,305	554,008	16.3%	3,886,300
Miscellaneous Revenue	5,206,022	4,774,000	432,022	9.0%	5,259,990	(53,968)	-1.0%	4,774,000
Total OCFEC-Produced Event Revenue	30,515,257	28,778,300	1,736,957	6.0%	30,667,338	(152,080)	-0.5%	28,778,300
Facility Rental Revenue	2,148,821	2,038,435	110,386	5.4%	2,590,837	(442,016)	-17.1%	2,771,534
Other Event Revenue	3,489,911	2,858,300	631,611	22.1%	3,087,794	402,117	13.0%	3,432,700
Equestrian Center Revenue	79,875	77,984	1,891	2.4%	77,984	1,892	2.4%	100,000
Horse Show Revenue	-	-	-	N/A	-	-	N/A	-
Other Operating Revenue	115,550	90,165	25,385	28.2%	102,069	13,481	13.2%	109,415
Total Rental Revenue	5,834,157	5,064,884	769,273	15.2%	5,858,684	(24,527)	-0.4%	6,413,649
Interest Earnings	83,265	47,778	35,487	74.3%	47,778	35,487	74.3%	63,000
Grants	6,472	-	6,472	N/A	79,530	(73,058)	-91.9%	-
Revenue from Sale of Assets	-	-	-	N/A	-	-	N/A	-
Other Non-Operating Revenue	112,528	112,500	28	0.0%	112,500	28	0.0%	112,500
Prior Year Revenue	333	-	333	N/A	-	333	N/A	-
Total Non-Operating Revenue	202,598	160,278	42,320	26.4%	239,808	(37,210)	-15.5%	175,500
Total Revenue	\$ 36,552,012	\$ 34,003,462	\$ 2,548,550	7.5%	\$ 36,765,829	\$ (213,817)	-0.6%	\$ 35,367,449
Expenses								
Payroll and Related Expense	\$ 10,413,395	\$ 11,197,121	\$ 783,726	7.0%	\$ 9,544,297	\$ (869,099)	-9.1%	\$ 14,008,769
Professional Services Expense	2,556,026	2,538,754	(17,272)	-0.7%	2,645,103	89,077	3.4%	3,246,653
Directors Expense	10,169	9,050	(1,119)	-12.4%	5,185	(4,984)	-96.1%	11,600
Insurance Expense	305,985	297,850	(8,135)	-2.7%	286,771	(19,214)	-6.7%	297,850
Telephone & Postage Expense	119,357	91,384	(27,973)	-30.6%	88,638	(30,720)	-34.7%	129,866
Supplies and Equipment Expense	3,792,690	3,523,930	(268,760)	-7.6%	3,176,598	(616,092)	-19.4%	3,632,573
Facility and Related Expense	2,928,419	2,878,330	(50,089)	-1.7%	2,749,885	(178,534)	-6.5%	3,352,915
Publicity & Related Expense	1,628,148	1,584,689	(43,459)	-2.7%	1,611,811	(16,337)	-1.0%	1,664,665
Attractions Expense	4,216,163	4,238,584	22,421	0.5%	3,779,020	(437,142)	-11.6%	4,238,584
Other Self-Prod Event Expense	276,350	251,583	(24,767)	-9.8%	253,471	(22,880)	-9.0%	256,083
Premium Expense	105,843	119,445	13,602	11.4%	115,474	9,630	8.3%	121,245
Other Operating Expense	442,287	459,613	17,326	3.8%	404,505	(37,782)	-9.3%	515,410
Total Operating Expense	26,794,834	27,190,333	395,499	1.5%	24,660,756	(2,134,077)	-8.7%	31,476,213
Depreciation Expense	1,791,848	1,791,848	-	0.0%	2,232,905	441,058	19.8%	2,389,130
Major Projects	214,614	528,000	313,386	59.4%	88,041	(126,573)	-143.8%	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	21,040	-	(21,040)	N/A	46,035	24,996	N/A	-
Total Non-Operating Expense	2,027,502	2,319,848	292,346	12.6%	2,366,981	339,480	14.3%	2,917,130
Total Expense	\$ 28,822,335	\$ 29,510,181	\$ 687,845	14.1%	\$ 27,027,738	\$ (1,794,597)	5.7%	\$ 34,393,343
Net Proceeds	\$ 7,729,677	\$ 4,493,281	\$ 3,236,395	72.0%	\$ 9,738,092	\$ (2,008,415)	-20.6%	\$ 974,106

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

Cash Flows from Operating Activities: **YTD 2015**

Net Proceeds	\$7,729,677
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Non-Cash Expenses:

Depreciation Expense	1,791,848
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Balance Sheet Activity:

(Incr) Decr in Accounts Receivable	2,617
(Incr) Decr in Notes Receivable	(290,053)
(Incr) Decr in Other Assets	(92,244)
Incr (Decr) in Accounts Payable	2,558,569
Incr (Decr) in Other Accrued Liabilities	600,916
Subtotal	2,779,805

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

12,301,330

Cash Flows from Investing Activities:

(Incr) Decr in Buildings & Improvements	0
(Incr) Decr in Equipment	0
(Incr) Decr in Construction in Progress	(3,160,921)

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

(3,160,921)

Net Increase (Decrease) in Cash	\$9,140,409
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Cash at Beginning of Year	28,819,331
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Cash at End of Period	\$37,959,740
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OC Fair & Event Center
Accounts Payable Checks Summary
September 2015

Check No.	Date	Vendor Name	Amount
77842	09/03/15	Amy Styffe	34.00
77843	09/03/15	Dan Rose	10.00
77844	09/03/15	Dee Tucker	10.00
77845	09/03/15	Diana Rogers	10.00
77846	09/03/15	Eric Anderson	10.00
77847	09/03/15	Gayle Hyatt	10.00
77848	09/03/15	James Spivey	10.00
77849	09/03/15	Jim Knowles	10.00
77850	09/03/15	Joe Cavanaugh	10.00
77851	09/03/15	Kay Carpenter	10.00
77852	09/03/15	Kimberly Algie	10.00
77853	09/03/15	Linda Whitman	10.00
77854	09/03/15	Linda Wilshire	10.00
77855	09/03/15	Paul McGirr	10.00
77856	09/03/15	Russell Simpson	10.00
77857	09/03/15	Steve Finley	10.00
77858	09/03/15	Critical Environments, Inc.	11,653.50
77859	09/03/15	European Equine Associates	5,990.00
77860	09/03/15	Association of State CA Supervisors	108.00
77861	09/03/15	Advanced Web Offset Inc.	49,950.00
77862	09/03/15	A & H Refrigeration, Inc.	1,197.60
77863	09/03/15	American Vintage Designs	413.72
77864	09/03/15	Andrea Duque	38.47
77865	09/03/15	AT&T	8,967.62
77866	09/03/15	Betty Hart	17.26
77867	09/03/15	Boyd & Associates, Inc.	1,485.90
77868	09/03/15	Brook Furniture Rental, Inc.	4,320.00
77869	09/03/15	Bradley James Owen dba Brookdale Studio	400.00
77870	09/03/15	California Technology Agency	658.00
77871	09/03/15	California Fairs Financing Authority	11,905.42
77872	09/03/15	Void	-
77873	09/03/15	C.M.A. Growers, Inc.	1,107.00
77874	09/03/15	CCS Orange County Janitorial, Inc.	1,153.40
77875	09/03/15	Continental Chemical	3,862.62
77876	09/03/15	CORT Business Services, Inc.	1,713.50
77877	09/03/15	Extreme Reach Talent, Inc.	11,439.24
77878	09/03/15	Fred's Custom Draperies	315.00
77879	09/03/15	International Speedway, Inc.	4,850.00
77880	09/03/15	IUOE, Craft/Maint. Division	1,458.00
77881	09/03/15	Kathy Kramer	65.92
77882	09/03/15	Laura McKinley	36.09
77883	09/03/15	Lopez Works, Inc.	23,762.81
77884	09/03/15	Mobile Mini	189.00
77885	09/03/15	Mobile Modular Portable Storage	4,465.72
77886	09/03/15	Modular Space Corporation / Modspace	623.16

OC Fair & Event Center
Accounts Payable Checks Summary
September 2015

Check No.	Date	Vendor Name	Amount
77887	09/03/15	Monica Esparza	500.00
77888	09/03/15	Mt. San Antonio Community College Dist	2,000.00
77889	09/03/15	OC Weekly, LP	1,682.00
77890	09/03/15	On Trend Apparel, Inc.	1,597.96
77891	09/03/15	Pacific Clippings	118.00
77892	09/03/15	Pacific Carpet and Tile Cleaning	396.00
77893	09/03/15	Premiere Events Group	3,625.00
77894	09/03/15	Premster Productions	27,264.34
77895	09/03/15	Rachelle Weir	343.19
77896	09/03/15	Red Wing Hatchery	167.95
77897	09/03/15	Rick Valasek	100.00
77898	09/03/15	Ruby Lau	30.53
77899	09/03/15	Ryan Haag	1,785.00
77900	09/03/15	Security Signal Devices, Inc. aka SSD	3,520.18
77901	09/03/15	SEIU Local 1000 CA State Employees Asso.	1,946.34
77902	09/03/15	Spectra	88.22
77903	09/03/15	State Disbursement Unit	394.37
77904	09/03/15	Steve Edwards	523.10
77905	09/03/15	The Gas Company	1,237.99
77906	09/03/15	Tour Design Creative Services	590.00
77907	09/03/15	United Rentals (North America), Inc.	12,040.71
77908	09/03/15	West Coast Aerial Photography, Inc.	1,250.00
77909	09/03/15	Billy McKinley	675.00
77910	09/03/15	California Fair Services Authority	1,350.00
77911	09/03/15	Modular Space Corporation / Modspace	1,165.85
77912	09/03/15	Cart Mart, Inc.	49,797.60
77913	09/09/15	3G Productions, Inc.	178,225.00
77914	09/09/15	Action Golf Cart Rentals	3,962.03
77915	09/09/15	Advanced Radar Technology, Inc.	1,162.50
77916	09/09/15	A & H Refrigeration, Inc.	482.00
77917	09/09/15	Andy Gump Inc.	1,562.14
77918	09/09/15	Aquatic Service, Inc.	90.00
77919	09/09/15	AT&T	97.45
77920	09/09/15	AT&T	1,607.34
77921	09/09/15	Buzzfeed LTD	56,210.49
77922	09/09/15	Carleton Christy	500.00
77923	09/09/15	California Fair Services Authority	1,320.00
77924	09/09/15	Club Intrawest	250.00
77925	09/09/15	Continental Chemical	5,816.88
77926	09/09/15	CORT Business Services, Inc.	4,634.18
77927	09/09/15	Moor+South/Pier Managment Co., LP (Tandem)	37,148.25
77928	09/09/15	CR&R Inc.	290.00
77929	09/09/15	Eisel Enterprises, Inc.	734.40
77930	09/09/15	Void	-
77931	09/09/15	Gold Coast Ecology	705.00

OC Fair & Event Center
Accounts Payable Checks Summary
September 2015

Check No.	Date	Vendor Name	Amount
77932	09/09/15	Christine Gunst	95.93
77933	09/09/15	Haitbrink Asphalt Paving, Inc.	10,500.00
77934	09/09/15	Jerry Liu & Associates	1,175.00
77935	09/09/15	JT Engineering	3,150.00
77936	09/09/15	Kaiser Permanente	38,868.60
77937	09/09/15	Kimco StaffingServices,Inc. dba Advantex	6,079.80
77938	09/09/15	KLOS Radio, Inc.	4,335.00
77939	09/09/15	Josh Barnett Productions Inc/Lightasmic!	20,390.00
77940	09/09/15	Lisa Sexton	6,996.75
77941	09/09/15	Medical and Safety Management, Inc.	18,540.00
77942	09/09/15	Millennial Media	15,440.33
77943	09/09/15	Orange Coast College Foundation, Inc.	3,575.00
77944	09/09/15	Mobile Modular Portable Storage	11,658.60
77945	09/09/15	Gravity Technologies Inc.	349.00
77946	09/09/15	OC Fair & Event Center	68.00
77947	09/09/15	Orange County Register - Advertising	15,592.50
77948	09/09/15	Orange County Sheriff's Advisory Council	6,810.00
77949	09/09/15	OC Weekly, LP	2,410.00
77950	09/09/15	Orange FFA	3,650.00
77951	09/09/15	Pam Highwart	31.54
77952	09/09/15	CA Public Employees Retirement System	47,131.56
77953	09/09/15	Peter James Riojas	2,000.00
77954	09/09/15	Pyro Engineering, Inc.	21,730.00
77955	09/09/15	Ricoh Americas Corporation	200.17
77956	09/09/15	RK Diversified Entertainment, Inc.	331,580.66
77957	09/09/15	Zano Productions (Ronald Canzano)	843.75
77958	09/09/15	Saddleback Veterinary Services, Inc.	2,589.30
77959	09/09/15	SanGar Builders, Inc.	774.00
77960	09/09/15	Quijote Corporation dba Sensis	22,198.25
77961	09/09/15	Southern California Edison	11,140.95
77962	09/09/15	South Coast Air Quality	916.97
77963	09/09/15	Southern California Sound Image, Inc.	265,393.00
77964	09/09/15	Spectra	5,674.36
77965	09/09/15	Statewide Seating & Grandstands, Inc.	7,600.00
77966	09/09/15	Tex*Us Guitar Shows, Inc	963.13
77967	09/09/15	Theresa Vargas (Urban Chickens)	1,200.00
77968	09/09/15	Tour Design Creative Services	470.00
77969	09/09/15	Trench Plate Rental Company	1,358.00
77970	09/09/15	United Rentals (North America), Inc.	19,113.70
77971	09/09/15	William Kellogg	2,750.00
77972	09/09/15	Xaxis US, LLC	25,423.02
77973	09/09/15	Void	-
77974	09/09/15	Void	-
77975	09/09/15	XL Video, Inc.	375,476.95
77976	09/10/15	C. Epting, Inc. (Chris Epting)	4,975.00

**OC Fair & Event Center
Accounts Payable Checks Summary
September 2015**

Check No.	Date	Vendor Name	Amount
77977	09/10/15	EventCorp Services, Inc.	26,040.00
77978	09/11/15	Franchise Tax Board	107,785.78
77979	09/11/15	Franchise Tax Board	287.50
77980	09/16/15	Cindy Dawson	10.00
77981	09/16/15	Eric Anderson	10.00
77982	09/16/15	Lori Benstead-Frome	10.00
77983	09/16/15	Robert Andriacchi	10.00
77984	09/16/15	Sharon Dawson	10.00
77985	09/16/15	Tom Vasquez	10.00
77986	09/16/15	Vikki Rice	10.00
77987	09/16/15	CWF, Inc. dba A1 Event & Party Rental	128,859.25
77988	09/16/15	Annie Senechal	29.00
77989	09/16/15	Aquatic Service, Inc.	295.00
77990	09/16/15	ASSI Security	850.00
77991	09/16/15	AT&T	74.68
77992	09/16/15	AT&T	2.56
77993	09/16/15	B & L Productions	71.30
77994	09/16/15	Butterflies 2 Go	50.00
77995	09/16/15	CCS Orange County Janitorial, Inc.	4,000.40
77996	09/16/15	Moor+South/Pier Managmt Co., LP (Tandem)	6,502.89
77997	09/16/15	Department of Forestry & Fire Protection	712.17
77998	09/16/15	Empire Branding Group	1,728.00
77999	09/16/15	IRS - ACS Support - Stop 813G	3.66
78000	09/16/15	Kimco StaffingServices,Inc. dba Advantex	3,674.60
78001	09/16/15	Michael Worthington	23.00
78002	09/16/15	Steve Miller	2,300.00
78003	09/16/15	nQativ, LLC	1,100.00
78004	09/16/15	Orange County Employees Association	460.00
78005	09/28/15	Void	-
78006	09/16/15	One Touch Solutions	5,012.80
78007	09/16/15	Pacific Clippings	67.50
78008	09/16/15	Pinnacle Landscape Company	4,457.00
78009	09/16/15	Pinnacle Petroleum, Inc.	619.89
78010	09/16/15	Coulter Associates LLC	57,000.00
78011	09/16/15	Red Wing Hatchery	37.55
78012	09/16/15	Southern California Edison	21,989.27
78013	09/16/15	Spectra	60,712.23
78014	09/16/15	State Disbursement Unit	331.00
78015	09/16/15	Steve Goedert	930.00
78016	09/16/15	The Wagon Store	50.00
78017	09/16/15	ThyssenKrupp Elevator Corporation	726.96
78018	09/16/15	Trench Plate Rental Company	5,177.60
78019	09/16/15	United Site Services Of America	7,495.58
78020	09/16/15	United Rentals (North America), Inc.	30,187.51
78021	09/16/15	Verizon Wireless	1,790.03

OC Fair & Event Center
Accounts Payable Checks Summary
September 2015

Check No.	Date	Vendor Name	Amount
78022	09/16/15	CA Public Employees Retirement System	275.20
78023	09/16/15	American Express	12,584.08
78024	09/24/15	CWF, Inc. dba A1 Event & Party Rental	51,613.80
78025	09/24/15	Action Golf Cart Rentals	23,774.32
78026	09/24/15	Alyssa Tyner	10.00
78027	09/24/15	AT&T	5,796.93
78028	09/24/15	Beverly Thomas	10.00
78029	09/24/15	BurrellesLuce	285.82
78030	09/24/15	California Fairs Financing Authority	3,016.04
78031	09/24/15	California Fair Services Authority	172,595.91
78032	09/24/15	CCS Orange County Janitorial, Inc.	146,389.01
78033	09/24/15	CORT Business Services, Inc.	2,354.12
78034	09/24/15	Moor+South/Pier Managmt Co. (Tandem)	4,725.00
78035	09/24/15	CR&R Inc.	43,195.78
78036	09/24/15	CrowdTorch by Cvent	2,499.50
78037	09/24/15	DeltaCare USA	664.04
78038	09/24/15	Delta Dental Plan Of California	4,479.57
78039	09/24/15	Department of Justice	5,440.00
78040	09/24/15	Gem Faire, Inc.	886.63
78041	09/24/15	Haitbrink Asphalt Paving, Inc.	2,900.00
78042	09/24/15	Myers & Sons Hi-Way Safety, Inc.	20,625.00
78043	09/24/15	KABC - TV	29,410.00
78044	09/24/15	Kathy Kramer	330.57
78045	09/24/15	KCAL-TV/CALIFORNIA 9	9,265.00
78046	09/24/15	KCBS Television Studios	4,377.50
78047	09/24/15	KMEX	36,550.00
78048	09/24/15	KNBC-TV	32,555.00
78049	09/24/15	KTLA, Inc.	14,790.00
78050	09/24/15	KTTV	11,985.00
78051	09/24/15	KVEA Channel 52	25,500.00
78052	09/24/15	Lisa Sexton	6,996.75
78053	09/24/15	Lopez Works, Inc.	206,565.46
78054	09/24/15	Medical and Safety Management, Inc.	1,040.00
78055	09/24/15	Mesa Water District	12,290.00
78056	09/24/15	Mobile Mini	378.00
78057	09/24/15	Mobile Modular Portable Storage	776.08
78058	09/24/15	Modular Space Corporation / Modspace	822.27
78059	09/24/15	Newport Mesa Unified School District	270.00
78060	09/24/15	Orange County Cruisin' Assoc	319.51
78061	09/24/15	Orange County Register - Advertising	7,107.00
78062	09/24/15	Orange County Wine Society, Inc.	2,004.50
78063	09/24/15	Pinnacle Petroleum, Inc.	828.72
78064	09/24/15	Quantcast Corporation	7,214.42
78065	09/24/15	Royal Restrooms of California, Inc.	19,464.00
78066	09/24/15	Safeguard Health Plans	37.62

**OC Fair & Event Center
Accounts Payable Checks Summary
September 2015**

Check No.	Date	Vendor Name	Amount
78067	09/24/15	Sand Sports Super Show	200,000.00
78068	09/24/15	Sectran Security, Inc.	5,185.00
78069	09/24/15	Southern California Edison	219,711.18
78070	09/24/15	Statewide Seating & Grandstands, Inc.	1,560.00
78071	09/24/15	TalentWise, Inc.	15.00
78072	09/24/15	Metro Network Communication, Inc. dba	80,956.50
78073	09/24/15	Tour Design Creative Services	1,100.00
78074	09/24/15	United Site Services Of America	7,445.00
78075	09/24/15	United Rentals (North America), Inc.	5,280.18
78076	09/28/15	OC Japan Fair	1,135.50
78077	09/29/15	American Express	27,325.82
78078	09/30/15	Amlon Industries, Inc.	2,138.40
78079	09/30/15	AT&T	80.00
78080	09/30/15	Buzzfeed LTD	18,789.51
78081	09/30/15	California Technology Agency	646.00
78082	09/30/15	CCS Orange County Janitorial, Inc.	6,278.00
78083	09/30/15	Moor+South/Pier Managmt Co., LP (Tandem)	9,510.12
78084	09/30/15	The Fly Guy	1,168.30
78085	09/30/15	Christine Gunst	27.14
78086	09/30/15	IRS - ACS Support - Stop 813G	66.15
78087	09/30/15	Khavarian Enterprises, Inc. dba Vision C	1,260.00
78088	09/30/15	Kimco StaffingServices,Inc. dba Advantex	2,067.20
78089	09/30/15	Los Angeles Times	12,759.62
78090	09/30/15	Long Beach Press Telegram	9,663.40
78091	09/30/15	Medical and Safety Management, Inc.	180.00
78092	09/30/15	Michele A. Richards	112.12
78093	09/30/15	Millennial Media	4,559.71
78094	09/30/15	Mobile Mini	2,887.92
78095	09/30/15	Mobile Modular Portable Storage	922.86
78096	09/30/15	Orange County Treasurer-Tax Collector	342.05
78097	09/30/15	Pacific Carpet and Tile Cleaning	1,325.44
78098	09/30/15	Pitney Bowes Inc.	576.72
78099	09/30/15	Red Wing Hatchery	93.95
78100	09/30/15	Ricoh Americas Corporation	32.15
78101	09/30/15	Sound Media Fusion, LLC	8,250.00
78102	09/30/15	Spectra	185.33
78103	09/30/15	State Disbursement Unit	447.71
78104	09/30/15	Xaxis US, LLC	12,687.80
Total September 2015 AP Checks			3,945,811.40

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

Reference No.	Date	Vendor Name	Amount
E09012015	09/01/15	Carnival Chargebacks - 3185	80.00
E09012015	09/01/15	Payroll Tax - Federal	4,160.98
E09012015	09/01/15	Payroll Tax - State	808.83
E09022015	09/02/15	Admissions Chargebacks - 1087	140.00
E09022015	09/02/15	Authorize.net Gateway - WiFi	29.95
E09022015	09/02/15	Authorize.net Gateway - ESS	30.15
E09022015	09/02/15	Cart Mart, Inc.	(540.72)
E09022015	09/02/15	Global Payments ESS - 4284	23.20
E09022015	09/02/15	Global Payments Visual Arts - 3277	20.95
E09022015	09/02/15	Global Payments WiFi - 3304	23.85
E09022015	09/02/15	Payroll Tax - Federal	55,757.07
E09022015	09/02/15	Payroll Tax - State	7,796.69
E09022015	09/02/15	Signapay Accounting - 0964	622.59
E09022015	09/02/15	Signapay Carnival - 3185	60,923.52
E09022015	09/02/15	Signapay JLA - 6845	12.81
E09022015	09/02/15	Signapay PacAmp Merch - 5003	1,931.40
E09022015	09/02/15	Signapay PacAmp Sales - 1608	12.95
E119454007	09/02/15	Ray Cammack Shows, Inc.	400,000.00
E09032015	09/03/15	AMEX PacAmp Merch - 0557	251.11
E09032015	09/03/15	CBB Exhibit Entries - 8888	61.86
ER3342613586	09/03/15	Paypal, Inc.	59.95
E09042015	09/04/15	Carnival Chargebacks - 3185	140.00
E09082015	09/08/15	AMEX Carnival - 5085	6,716.97
E09082015	09/08/15	AMEX Entries - 8152	0.54
E09082015	09/08/15	AMEX TM - 5809	2,483.92
E09082015	09/08/15	Carnival Chargebacks - 3185	140.00
E09082015	09/08/15	Payroll Tax - Federal	17,940.39
E09082015	09/08/15	Payroll Tax - State	5,020.51
E09092015	09/09/15	Payroll Tax - Federal	65.34
E09092015	09/09/15	Payroll Tax - State	4.94
E09092015	09/09/15	Signapay Carnival - 3185	325.00
E09102015	09/10/15	Paymentech TM - 6990	299.57
E49354582	09/10/15	Pitney Bowes Inc.	3,000.00
E09142015	09/14/15	Admissions Chargebacks - 1087	24.00
E09142015	09/14/15	Carnival Chargebacks - 3185	135.00
E09142015	09/14/15	Paymentech TM - 6990	11.42
E09142015	09/14/15	Payroll Tax - Federal	35.26
E09152015	09/15/15	Paymentech TM - 6990	10.20
E09152015	09/15/15	Payroll Tax - State	13.12
E09162015	09/16/15	Paymentech TM - 6990	13.36
E09162015	09/16/15	Payroll Tax - Federal	59,502.48
E09162015	09/16/15	Payroll Tax - State	8,397.77
E09182015	09/18/15	Payroll Tax - Federal	2,222.83
E09182015	09/18/15	Payroll Tax - State	208.11
E09212015	09/21/15	Carnival Chargebacks - 3185	120.00

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

Reference No.	Date	Vendor Name	Amount
E09212015	09/21/15	Payroll Tax - Federal	4,470.94
E09212015	09/21/15	Payroll Tax - State	353.46
E09222015	09/22/15	CBB Analysis Statement Fee	15,477.50
E09222015	09/22/15	Paymentech TM - 6990	18.82
E14551705	09/22/15	CA Public Employees Retirement System	143,095.96
E09232015	09/23/15	Paymentech TM - 6990	3,302.28
E09232015	09/23/15	Payroll Tax - Federal	38.05
E09242015	09/24/15	Admissions Chargebacks - 1087	62.50
E09242015	09/24/15	Payroll Tax - Federal	30.12
E09242015	09/24/15	Payroll Tax - State	3.81
E09282015	09/28/15	Global Payments WiFi - 3304	15.00
E09282015	09/28/15	Payroll Tax - Federal	131.52
E09282015	09/28/15	Payroll Tax - State	10.89
E09282015	09/28/15	Paymentech TM - 6990	27.96
Efbc4c47b5d	09/28/15	US Bank	92,015.55
Total September 2015 Electronic Payments			898,092.23

**OC Fair & Event Center
Premium Checks Summary
September 2015**

Check No.	Date	Vendor Name	Amount
35143	09/28/15	Void	-
35144	09/01/15	Aaron Sivard	15.00
35145	09/01/15	Aidan Law	15.00
35146	09/01/15	Aimee Marquez	18.00
35147	09/01/15	Alejandra Viveros	18.00
35148	09/01/15	Alexander Dugan	54.00
35149	09/01/15	Alexander Solano	16.00
35150	09/01/15	Alexis Carvajal	15.00
35151	09/01/15	Alexis Maganzini	19.00
35152	09/01/15	Alexis Magdaleno	14.00
35153	09/01/15	Alexus Caudle	12.00
35154	09/01/15	Alice Allen	55.00
35155	09/01/15	Allen West Mesick	1,230.00
35156	09/01/15	Allyssa Picasso	10.00
35157	09/01/15	Alma Hernandez	15.00
35158	09/01/15	Alyssa Armijo	20.00
35159	09/01/15	Alyssa Morgan	124.00
35160	09/01/15	Amber Clark	14.00
35161	09/01/15	Amber Kirk	40.00
35162	09/01/15	Amy Allinson	16.00
35163	09/01/15	Amy Fabrizio	15.00
35164	09/01/15	Andrea Diaz	50.00
35165	09/01/15	Andrew Marrujo	18.00
35166	09/01/15	Anna Clineff	10.00
35167	09/01/15	Anthony Burgett	2.00
35168	09/01/15	Arianna Myers	16.00
35169	09/01/15	Arianda Lopez-Villegas	14.00
35170	09/01/15	Ashley Ward	28.00
35171	09/01/15	Ashlyn Hollerbach	40.00
35172	09/01/15	Aubrey Mills	15.00
35173	09/01/15	Audrey Walker	14.00
35174	09/01/15	Avery Beck	45.00
35175	09/01/15	Avie Horn	12.00
35176	09/01/15	Bailey Dewolf	96.00
35177	09/01/15	Bailey Hunter	6.00
35178	09/01/15	Barb Lutz	145.00
35179	09/01/15	Beatriz Aguiniga	11.00
35180	09/01/15	Berlena Reynolds	94.00
35181	09/01/15	Bob Scheibel	10.00
35182	09/01/15	Buena Park FFA	110.00
35183	09/01/15	Breanna Uyeno	19.00
35184	09/01/15	Brenda Diaz	148.00
35185	09/01/15	Brenden Stanfill	19.00
35186	09/01/15	Brett Muravez	11.00
35187	09/01/15	Brianna DiDomenico	11.00

**OC Fair & Event Center
Premium Checks Summary
September 2015**

Check No.	Date	Vendor Name	Amount
35188	09/01/15	Brianna Leday	15.00
35189	09/01/15	Brianne Shannon	152.00
35190	09/01/15	Brogan Stout	50.00
35191	09/01/15	Bryson Sara	8.00
35192	09/01/15	Cameron Stephen	12.00
35193	09/01/15	Carli Fawcett	10.00
35194	09/01/15	Carly Vinson	460.00
35195	09/01/15	Carol Mann	970.00
35196	09/01/15	Catherine Fernandes	450.00
35197	09/01/15	Catherine Reyes	11.00
35198	09/01/15	Charley Roberts	36.00
35199	09/01/15	Charlie Clark	13.00
35200	09/01/15	Chelsea Kissling	745.00
35201	09/01/15	Cheryl Rachal	140.00
35202	09/01/15	Chloe Paff	40.00
35203	09/01/15	Chris Cully	16.00
35204	09/01/15	Christian Campis	18.00
35205	09/01/15	Christopher Oh	20.00
35206	09/01/15	Corrine Sharp	1,185.00
35207	09/01/15	Covina FFA	100.00
35208	09/01/15	Crystal McLaughlin	68.00
35209	09/01/15	Cydney Scolaro	11.00
35210	09/01/15	Danielle Chargois	16.00
35211	09/01/15	David Allen	630.00
35212	09/01/15	Deborah Soto-Katz	600.00
35213	09/01/15	Debra Sandoval	55.00
35214	09/01/15	Diana Mendoza	17.00
35215	09/01/15	Dolly Booher	13.00
35216	09/01/15	Dominique Montes	30.00
35217	09/01/15	Donald Williams	570.00
35218	09/01/15	Dylan Mongan	18.00
35219	09/01/15	Edwin Madrid	12.00
35220	09/01/15	Elizabeth Rachal	495.00
35221	09/01/15	Elizabeth Rios	15.00
35222	09/01/15	Ellen Gregory	770.00
35223	09/01/15	Emily Gamboa	268.00
35224	09/01/15	Emily McNeil	15.00
35225	09/01/15	Emily Miramontes	17.00
35226	09/01/15	Emma Franceschi	39.00
35227	09/01/15	Erin Mongan	30.00
35228	09/01/15	Erin N. Perez	13.00
35229	09/01/15	Esmeralda Martinez	17.00
35230	09/01/15	Estrella Contreras	14.00
35231	09/01/15	Fullerton FFA	130.00
35232	09/01/15	Gabby Aguirre	14.00

**OC Fair & Event Center
Premium Checks Summary
September 2015**

Check No.	Date	Vendor Name	Amount
35233	09/01/15	Gabriel Barry	13.00
35234	09/01/15	Gabriela Rounds	17.00
35235	09/01/15	Gabriella Castaneda	131.00
35236	09/01/15	Gian Pino	50.00
35237	09/01/15	Giselle Razo	12.00
35238	09/01/15	Glenn Heathman	62.00
35239	09/01/15	Grant Robb	65.00
35240	09/01/15	Griffyn Stout	95.00
35241	09/01/15	Guillermo Marquez	18.00
35242	09/01/15	Hamzah Yamani	12.00
35243	09/01/15	Hannah Kredel-Speer	33.00
35244	09/01/15	Hayden Harkins	12.00
35245	09/01/15	Heather Hunt	20.00
35246	09/01/15	Isa Franceschi	54.00
35247	09/01/15	Isabel Barnett	15.00
35248	09/01/15	Isabella Carr	17.00
35249	09/01/15	Ivy Malone	30.00
35250	09/01/15	Jackson Walker	13.00
35251	09/01/15	Jaden Morgan	113.00
35252	09/01/15	James Rachal	425.00
35253	09/01/15	James Scharton	50.00
35254	09/01/15	Jamie Alexander	28.00
35255	09/01/15	Jamie Gutierrez	19.00
35256	09/01/15	Jeannette Mciver	465.00
35257	09/01/15	Jena Schuh	26.00
35258	09/01/15	Jena Williams	1,610.00
35259	09/01/15	Jeneva Hawrylew	20.00
35260	09/01/15	Jenna Lew	16.00
35261	09/01/15	Jennifer Haase	80.00
35262	09/01/15	Jessica Allen	495.00
35263	09/01/15	Jessica Barnett	16.00
35264	09/01/15	Jessica Spencer	17.00
35265	09/01/15	Joanne Kissling	395.00
35266	09/01/15	Joe Lucero	150.00
35267	09/01/15	John Patrick Fernandes	770.00
35268	09/01/15	Jon Flores	13.00
35269	09/01/15	Jon Siasigarcia	17.00
35270	09/01/15	Jordan Farnsworth	16.00
35271	09/01/15	Jordan Linss	40.00
35272	09/01/15	Jordan Ward	72.00
35273	09/01/15	Jordyn Rodriguez	22.00
35274	09/01/15	Julio Aranda	19.00
35275	09/01/15	Kamryn Haiber	18.00
35276	09/01/15	Kamryn Molinar	12.00
35277	09/01/15	Kate Whalen	695.00

**OC Fair & Event Center
Premium Checks Summary
September 2015**

Check No.	Date	Vendor Name	Amount
35278	09/01/15	Katherine Rosenow	10.00
35279	09/01/15	Kathy Gomez	16.00
35280	09/01/15	Katie Beason	180.00
35281	09/01/15	Kayla Smith	15.00
35282	09/01/15	Kearson Siddell	17.00
35283	09/01/15	Keira Clineff	8.00
35284	09/01/15	Kelsey Ratelle	17.00
35285	09/01/15	Kiran Maqbool	80.00
35286	09/01/15	Kitty Beckmann	50.00
35287	09/01/15	Kristina Savage	135.00
35288	09/01/15	La Habra Hilltoppers 4-H	60.00
35289	09/01/15	La Habra FFA	290.00
35290	09/01/15	Leonardo Picasso	16.00
35291	09/01/15	Leslie Altamirano	15.00
35292	09/01/15	Leslie Diaz	990.00
35293	09/01/15	Leslie Martinez	18.00
35294	09/01/15	Liam Aqui	18.00
35295	09/01/15	Lilliann Meek	13.00
35296	09/01/15	Lizzie Moore	34.00
35297	09/01/15	Logan Sara	20.00
35298	09/01/15	Loretta Cisneros	535.00
35299	09/01/15	Madeline McNeil	15.00
35300	09/01/15	Madi Fawcett	17.00
35301	09/01/15	Madison Cota	85.00
35302	09/01/15	Marcie Dewolf	10.00
35303	09/01/15	Marcus Wood	20.00
35304	09/01/15	Marie Romero	16.00
35305	09/01/15	Maryjane Midstokke	190.00
35306	09/01/15	Masen Karsten	19.00
35307	09/01/15	Matthew Corona	14.00
35308	09/01/15	Max Horan	15.00
35309	09/01/15	Mc Kenna Laban	20.00
35310	09/01/15	Megan Devries	15.00
35311	09/01/15	Megan Tye	28.00
35312	09/01/15	Micaela Yoon	20.00
35313	09/01/15	Michael Ostin	8.00
35314	09/01/15	Michael Parsons	32.00
35315	09/01/15	Michelle Chavez	18.00
35316	09/01/15	Mitchell Jensen	19.00
35317	09/01/15	Mollie Hernandez	12.00
35318	09/01/15	Morgan Ulrich	18.00
35319	09/01/15	Mission Viejo FFA	100.00
35320	09/01/15	Natalie Espinosa	13.00
35321	09/01/15	Natalie Quintanilla	29.00
35322	09/01/15	Natalie Rivas	19.00

**OC Fair & Event Center
Premium Checks Summary
September 2015**

Check No.	Date	Vendor Name	Amount
35323	09/01/15	Nicholas Call	27.00
35324	09/01/15	Nicole Brockriede	55.00
35325	09/01/15	Nicole Midstokke	25.00
35326	09/01/15	Nicole Rosenow	8.00
35327	09/01/15	Orange Acres Backbreakers 4-H	190.00
35328	09/01/15	Orange FFA	30.00
35329	09/01/15	Oscar Ledesma	37.00
35330	09/01/15	Peyton Pointer	50.00
35331	09/01/15	Void	-
35332	09/01/15	Rashawn Shepperd	17.00
35333	09/01/15	Robert Kissling	450.00
35334	09/01/15	Robin Fraizer	50.00
35335	09/01/15	Rogelio Ortiz	14.00
35336	09/01/15	Ryan Jeltema	15.00
35337	09/01/15	Samantha Stewart	20.00
35338	09/01/15	Sandra Burgett	86.00
35339	09/01/15	Sandy VanEcho	845.00
35340	09/01/15	Sarah Boots	151.00
35341	09/01/15	Sarah Coker	154.00
35342	09/01/15	Sarah Halpin	50.00
35343	09/01/15	Sarah Hill	14.00
35344	09/01/15	Sarah Martin	219.00
35345	09/01/15	Sarah Milliken	20.00
35346	09/01/15	Sarah Mills	20.00
35347	09/01/15	Sarah Ramirez	16.00
35348	09/01/15	Sawyer Ragland	9.00
35349	09/01/15	Scott Miller	10.00
35350	09/01/15	Sebastian Perez	13.00
35351	09/01/15	Sebastian Soto	19.00
35352	09/01/15	Sergio Picasso	14.00
35353	09/01/15	Shannon Zintgraff	18.00
35354	09/01/15	Shelby Mills	10.00
35355	09/01/15	Shelby Ward	14.00
35356	09/01/15	Sierra Courtney	18.00
35357	09/01/15	Sierra Roberts	20.00
35358	09/01/15	Sonora FFA	200.00
35359	09/01/15	Shalina And Ronald Goyer	42.00
35360	09/01/15	Sumayyah Yamani	19.00
35361	09/01/15	Sunny Hills FFA	190.00
35362	09/01/15	Sydnee Ragland	27.00
35363	09/01/15	Sydney Mycroft	18.00
35364	09/01/15	Tasha Peterson	60.00
35365	09/01/15	Taylor Coker	134.00
35366	09/01/15	Taylor Eckenrod	36.00
35367	09/01/15	Taylor Mapes	30.00

**OC Fair & Event Center
Premium Checks Summary
September 2015**

Check No.	Date	Vendor Name	Amount
35368	09/01/15	Tèa Rice	40.00
35369	09/01/15	Teresa Urbano	11.00
35370	09/01/15	Thomas Chisnall	130.00
35371	09/01/15	Tianna Weiland	45.00
35372	09/01/15	Tiffany Brooks	35.00
35373	09/01/15	Tim Diaz	440.00
35374	09/01/15	Toni Hammork	37.00
35375	09/01/15	Trabuco Trailblazers	170.00
35376	09/01/15	Troy Robb	95.00
35377	09/01/15	Tyler Kline	20.00
35378	09/01/15	Vickie Link	14.00
35379	09/01/15	Victor Sandoval	18.00
35380	09/01/15	Westminster High School/FFA	20.00
35381	09/01/15	William Gallegos	13.00
35382	09/01/15	Yorba Linda Cloverleaf 4-H	240.00
35383	09/08/15	Randy Shumaker	862.50
35384	09/16/15	Ashley Tucker	250.00
35385	09/16/15	Dee Sheahan	20.00
35386	09/16/15	Derek Peters	10.00
35387	09/16/15	Donna Ogata	20.00
35388	09/16/15	Dorothy Birsic	70.00
35389	09/16/15	Emily Wickline	20.00
35390	09/16/15	Kathleen Castagnoli	100.00
35391	09/16/15	Kathy Muckenthaler	125.00
35392	09/16/15	Kristen Johnson	125.00
35393	09/16/15	Margarita Maxwell	60.00
35394	09/16/15	Maritza Nighswonger	20.00
35395	09/16/15	Mary Lee Gair	50.00
35396	09/16/15	Niloofer Parvas	275.00
35397	09/16/15	Pat Johnson	75.00
35398	09/16/15	Patty Turrell	20.00
35399	09/16/15	Shadi Tehrani	40.00
35400	09/16/15	Stephanie Beck	100.00
35401	09/16/15	Void	-
35402	09/16/15	Nichole Wheeler	10.00
35403	09/22/15	Audrey Kayser	85.00
35404	09/28/15	Aaron Fernandes	225.00
Total September 2015 Premium Checks			27,938.50



OC Fair & Event Center October 2015 Events Calendar Features Latin Cultural Festival, Cake Expo and Fight Club OC

Costa Mesa, Calif. (October 2015) – The OC Fair & Event Center is home to a variety of events throughout the year. Here is the current October 2015 events calendar:

October 2015 at the OC Fair & Event Center

- 1-3** [Sugar Plum Arts & Crafts Festivals](#)
Sugar Plum welcomes the holiday season with gifts to warm the heart and accessories that make a home. Shoppers can find quality hand-crafted merchandise made in the U.S. from more than 120 vendors plus antiques and collectibles. Strollers are not allowed in the building on Thursday, Oct. 1, but are welcome Friday and Saturday, Oct. 2-3.
Hours: Thursday-Friday 10 a.m.-8 p.m., Saturday 9 a.m.-5 p.m.
Admission: Free
Parking: \$7
Information: sugarplumfestivals.com, [plumcrazy \[at\] sugarplumcrafts \[dot\] com](mailto:plumcrazy@sugarplumcrafts.com), (562) 598-0857
- 3-4** [The 38th Annual Fall OC Home & Garden Show](#)
Two-day show featuring everything in home improvement and decorating.
Hours: Saturday 10:00 a.m.-7 p.m., Sunday 10 a.m.-5 p.m.
Admission: General \$6, Senior (60+) \$4 (Children 11 & younger are free)
Information: thebesthomeshow.com, (800) 571-9012, (801) 571-9012, [sylvia.ultimateevents \[at\] gmail \[dot\] com](mailto:sylvia.ultimateevents@gmail.com)
- 10-11** **Reef-A-Palooza** ★
Two-day indoor marketplace for marine aquarium vendors, exhibitors and hobbyists to buy, sell, trade and showcase their products and collections.
Hours: Saturday 10 a.m.-6 p.m., Sunday 10 a.m.-4 p.m.
Admission: General \$15, Seniors (60+) \$10 (Children 12 & younger are free)
Parking: \$7
Information: reefapaloozashow.org

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- 15** [Fight Club OC](#)
An innovative, bi-monthly series featuring boxing and mixed martial arts competitive fights with ringside luxury suites, VIP perks for season ticket holders and a happy hour bar and grill for all attendees.
Hours: Thursday 7:30-9:30 p.m. (Join us for Happy Hour specials before the action 5:30-6:30 p.m.)
Admission: \$50-\$100
Information: fightcluboc.com, (949) 760-3131
- 16-18** [Gem Faire](#)
Shop for fine jewelry, gems, beads, minerals, crystals, findings and more at manufacturer's prices. Plus, find nearly 200 exhibitors from around the world, classes, demonstrations, jewelry repair, ring sizing and free hourly door prizes.
Hours: Friday Noon-6 p.m., Saturday 10 a.m.-6 p.m., Sunday 10 a.m.-5 p.m.
Admission: \$7 weekend pass (Children 11 & younger are free)
Information: gemfaire.com, (503) 252-8300, [info \[at\] gemfaire \[dot\] com](mailto:info@gemfaire.com)
- 17** [PHCC - Trade Connect Expo 2015](#)
One-day tradeshow for members of the plumbing, heating & cooling industry for the purpose of updating contractors and technicians on the latest technology and tools. Free educational seminars, hands-on training and tool deals are offered.
Hours: Saturday 9 a.m.-3 p.m.
Admission: \$10 (Limited to members of the plumbing, heating and cooling industry only.)
Information: phcc.com, (714) 896-0153, [jodi \[at\] phcc \[dot\] com](mailto:jodi@phcc.com)
- 17-18** [The Cake & Party Expo](#)
This two-day event is for those passionate about baking, creating, cake decorating and entertaining with celebrity demos, classes and hands-on workshops.
Hours: Saturday-Sunday 9 a.m.-6 p.m.
Admission (One-Day/Two-Day): General \$45/\$55, Child (9-12) \$20/\$30 (Children 8 & younger are free)
Information: cake-expo.com, [hello \[at\] cake \[dot\] com](mailto:hello@cake.com)
- 24-25** [LFestival: Feria Cultural LatinoAmericana](#) ★
Music, food and arts festival celebrating the variety of Latin American cultures.
Hours: Saturday Noon-10 p.m., Sunday Noon-9 p.m.
Admission (One-Day/Two-Day): General \$80/\$129, Child \$40/\$65, VIP \$160/\$259 (Children 6 & younger are free with paying adult. Limit one free child per adult.)
Information: LFestival.com, (800) 797-0435, [info \[at\] lfestival \[dot\] com](mailto:info@lfestival.com)

Other October Events at the OC Fair & Event Center: [NMUSD College AND Career Night](#) (Oct. 21, open to NMUSD students only), CFA Cat Show (Oct. 31–Nov. 1)

★ *This is a family-friendly event. Click on the icon for a full list of upcoming events for children and families.*

October 2015 Weekly Events

[Centennial Farm](#) ★

Three-acre working farm designed to educate youth and their families about agriculture and its importance to daily life with fruit and vegetable gardens, livestock and the Millennium Barn.

Hours: Monday-Friday 1-4 p.m., Saturday-Sunday 9 a.m.-4 p.m.

Admission: Free (During all-grounds events, admission may be required. Check ocfair.com for more information.)

Information: OC Fair & Event Center, ocfair.com or (714) 708-1916

Food Truck Fare – Wednesday (After Dark) & Thursday (Lunch) ★

Enjoy a gourmet food truck meal twice a week at the OC Fair & Event Center. Wednesday features tasty dinner options with entertainment and a cash bar while Thursday features lunchtime options from a variety of food trucks. Held near the Pacific Amphitheatre Box Office, enter at Gate 1 off Fair Drive.

Hours: Wednesday 5:30-9 p.m., Thursday 11 a.m.-2 p.m.

Admission and Parking: Free (Food prices vary per truck)

Information & Weekly Offerings: ocfair.com, [Twitter.com/ocfair](https://twitter.com/ocfair), [Facebook.com/ocfair](https://facebook.com/ocfair)

Farmers Market ★

Find the freshest fruit, vegetables, nuts and more at this weekly California-certified market.

Hours: Thursday 9 a.m.-1 p.m.

Admission and Parking: Free

Information: Orange County Farm Bureau, orange.cfbf.com or (714) 573-0374

Orange County Market Place ★

A unique weekend swap meet celebrating food, fun, value and the entrepreneurial spirit.

Hours: Saturday and Sunday 7 a.m.-4 p.m.

Admission: General \$2 (Children 11 and younger are free) **Parking:** Free

Information: Tel Phil Enterprises, ocmarketplace.com or (949) 723-6660

Mark Your Calendar: November & December 2015 Events

Nov. 6-8	The Christmas Company
Nov. 11	Veterans + Labor Community Celebration
Nov. 12-14	Sugar Plum Arts & Crafts Festivals
Nov. 14-15	Repticon
Nov. 28-29	Crossroads of the West Gun Show
Dec. 2-4	Southern California Property Maintenance Expo (Industry Only)
Dec. 3	Fight Club OC
Dec. 5-6	Shoreline Dog Show
Dec. 6-7	Malibu Kennel Club
Dec. 11-13	Gem Faire

For additional information on any show, please contact the promoter listed in the event's information. General parking for most events is \$7. Scheduled events are subject to change without notice. Visit ocfair.com for event updates.

The OC Fair & Event Center is located off the 405 and 55 freeways at 88 Fair Drive in Costa Mesa. For more information, please visit ocfair.com, become a fan on [Facebook.com/OCFair](https://facebook.com/OCFair), follow us at [Twitter.com/ocfair](https://twitter.com/ocfair) or call (714) 708-1500.



OC Fair & Event Center November 2015 Events Calendar Features Cirque du Soleil's KURIOS plus Veterans Day Event, Christmas Company and Garden Class

Costa Mesa, Calif. (November 2015) – The OC Fair & Event Center is home to a variety of events throughout the year. Cirque du Soleil has returned with its latest production **KURIOS – Cabinet of Curiosities** with daily shows Tuesday-Sunday through November 29. Here are the details on this new event and other November events:

November 2015 at the OC Fair & Event Center

- Through Nov. 29** **KURIOS – Cabinet of Curiosities – Cirque du Soleil** ★
KURIOS – Cabinet of Curiosities™ premiered to the world in Montréal in April 2014 and is Cirque du Soleil's 35th production. Written and directed by Michel Laprise, KURIOS is a tale in which time comes to a complete stop, transporting the audience inside a fantasy world where everything is possible.
Hours: Tuesday-Friday* 8 p.m., Saturday* 4:30 p.m., 8 p.m., Sunday 1:30 p.m., 5 p.m. (*see website for detailed schedule)
Admission: \$50-\$165 (Prices vary per show time.)
Information: Cirque du Soleil Box Office (877) 924-7783, cirquedusoleil.com
- Oct. 31- Nov. 1** **CFA All-Breed Cat Show** ★
This 48th annual event features pedigreed cats of all breeds competing for "Best In Show" plus a household pet competition, feline rescue groups with cats available for adoption, specialty vendors offering T-shirts to custom jewelry to specialty foods and cat trees.
Hours: Saturday 10 a.m.-6 p.m., Sunday 10 am.-5 p.m.
Admission: General \$10, Senior (55+) \$7, Child (7-12) \$7, Military with ID \$7, Families \$25 (up to 3 adults & 4 children 7-12 years old) (Children 6 & younger are free)
Information: santamonicacats.com, [lisa \[at\] kuta \[dot\] net](mailto:lisa@kuta.net)
- 6-8** **The Christmas Company**
This fantastic holiday shopping extravaganza features over 80 unique specialty vendors from locations throughout the U.S. and is perfect for the discriminating holiday shopper. Special events are also scheduled daily.
Hours: Friday 2-7 p.m., Saturday 10 a.m.-8 p.m., Sunday 10 a.m.-5 p.m.
Admission: \$10
Information: shoptcc.com, [thechristmascompany \[at\] jlocc \[dot\] org](http://thechristmascompany@jlocc.org), (949) 261-0823

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- 7 **Centennial Farm Garden Class - Pruning Fruit Trees - The Basics**
Learn the best time to prune stone fruit trees, citrus trees and avocado trees in Southern California. Isabel Barkman will cover the basics of pruning and why the pruning season in Southern California is different than the rest of the country and will also prepare attendees for the Pruning Workshop in late January.
Hours: Saturday 9:30 a.m. (Classes last 1.5-2 hours unless otherwise specified.)
Admission: \$5 (Reservation deadline: Thurs., Nov. 5)
Information: ocfair.com/gardenclasses, [CFGardenClass \[at\] ocfair \[dot\] com](mailto:CFGardenClass@ocfair.com), (714) 708-1619
- 7 **StyleCon - Where Beauty Meets Fashion Expo**
One-day beauty and fashion multi-platform experience for millennial social influencers, media and fans. Attendees can engage with leading brands and attend style panels, fashion presentations and meet & greets with favorite Instagrammers, bloggers and YouTubers.
Hours: 10 a.m.-4 p.m.
Admission: \$29
Information: stylecon.com, (949) 500-4818, [info \[at\] stylecon \[dot\] com](mailto:info@stylecon.com)
- 11 **Veterans + Labor Community Celebration** ★
Free community celebration with live music, care package collection drive and food drive for veterans, children and adult "Thank You" art projects, historic military vehicles on display, free hot dogs and veteran organizations connecting veterans to jobs and other programs.
Hours: Wednesday 10 a.m.-3 p.m.
Admission: Free
Information: veteransandlabor.com, [veteransandlabor \[at\] gmail \[dot\] com](mailto:veteransandlabor@gmail.com)
- 12-14 **Sugar Plum Arts & Crafts Festivals – Holiday Festival**
Sugar Plum welcomes the holiday season with gifts to warm the heart and accessories that make a home. Shoppers can find quality hand-crafted merchandise made in the U.S. from more than 120 vendors plus antiques and collectibles. Strollers are not allowed in the building on Thursday, Nov. 12, but are welcome Friday and Saturday, Nov. 13-14.
Hours: Thursday-Friday 10 a.m.-8 p.m., Saturday 9 a.m.-5 p.m.
Admission: Free
Information: sugarplumfestivals.com, (562) 596-0857, [PlumCrazy \[at\] SugarPlumCrafts \[dot\] com](mailto:PlumCrazy@SugarPlumCrafts.com)
- 12-14 **Repticon** ★
Repticon is a reptile event featuring vendors offering reptile pets, supplies, feeders, cages and merchandise. It includes live animal seminars and frequent raffles for coveted prizes and is an exciting, educational and family-oriented for everyone.
Hours: Saturday 10 a.m.-5 p.m., Sunday 10 a.m.-4 p.m.
Admission: General/Adult \$12, Children (5-12) \$5
Information: repticon.com

21-22 **Southern California Indian Center's 47th Annual Pow Wow** ★
Enjoy American Indian dancing, singing, cultural arts and crafts, as well as American Indian food. Event is open to the public to learn about various American Indian cultures.
Hours: Saturday 10 a.m.-10 p.m., Sunday 10 a.m.-5 p.m.
Admission: General/Adult \$5, Senior/Teen \$3
Information: indiancenter.org/scic-events.html

28-29 **Crossroads of the West Gun Show**
Two-day gun and western Americana show.
Hours: Saturday 9 a.m.-5 p.m., Sunday 9 a.m.-4 p.m.
Admission: \$16 (Children 12 & younger are free when accompanied by a parent or guardian)
Information: crossroadsgunshows.com, (801) 544-9125,
[gunshows \[at\] crossroadsgunshows \[dot\] com](mailto:gunshows@crossroadsgunshows.com)

**Nov. 29-
Dec. 16** **Magic Trees Christmas Tree Lot**
Find your holiday centerpiece at this large display of Noble Fir and Douglas Fir Christmas trees for sale. Flocking and wreaths are also available.
Hours: Daily 9 a.m.-9 p.m.
Admission & Parking: Free (Prices for trees, flocking service & wreaths will vary)
Information: [Facebook.com/MagicTreesOC](https://www.facebook.com/MagicTreesOC), [magictrees.ocfair \[at\] gmail \[dot\] com](mailto:magictrees.ocfair@gmail.com),
(818) 730-9074

★ *This is a family-friendly event. Click on the icon for a full list of upcoming events for children and families.*

November 2015 Weekly Events

Centennial Farm ★

Three-acre working farm designed to educate youth and their families about agriculture and its importance to daily life with fruit and vegetable gardens, livestock and the Millennium Barn.

Hours: Monday-Friday 1-4 p.m., Saturday-Sunday 9 a.m.-4 p.m.

Closed Nov. 11, 26-27

Admission: Free (During all-grounds events, admission may be required. Check ocfair.com for more information.)

Information: OC Fair & Event Center, ocfair.com or (714) 708-1916

Food Truck Fare – Wednesday (After Dark) & Thursday (Lunch) ★

Enjoy a gourmet food truck meal twice a week at the OC Fair & Event Center. Wednesday features tasty dinner options with entertainment and a cash bar while Thursday features lunchtime options from a variety of food trucks. Held near the Pacific Amphitheatre Box Office, enter at Gate 1 off Fair Drive.

Hours: Wednesday 5:30-9 p.m., Thursday 11 a.m.-2 p.m.

Closed Nov. 11, 25-26

Admission and Parking: Free (Food prices vary per truck)

Information & Weekly Offerings: ocfair.com, [Twitter.com/ocfair](https://twitter.com/ocfair), [Facebook.com/ocfair](https://www.facebook.com/ocfair)

Farmers Market ★

Find the freshest fruit, vegetables, nuts and more at this weekly California-certified market.

Hours: Thursday 9 a.m.-1 p.m.

Closed Nov. 26

Admission and Parking: Free

Information: Orange County Farm Bureau, orange.cfbf.com or (714) 573-0374

Orange County Market Place ★

A unique weekend swap meet celebrating food, fun, value and the entrepreneurial spirit.

Hours: Saturday and Sunday 7 a.m.-4 p.m.

Admission: General \$2 (Children 11 and younger are free) **Parking:** Free

Information: Tel Phil Enterprises, ocmarketplace.com or (949) 723-6660

Mark Your Calendar: December 2015 Events

- 3-4 Southern California Property Maintenance Expo (Industry Only)
- 3 Fight Club OC
- 4-5 Shoreline Dog Fanciers Association Holiday Classic
- 5 **Centennial Farm Garden Class** - "Make It & Take it Wreaths"
- 5-6 Big Bite Sugar Rush
- 6-7 Malibu Kennel Club
- 11-13 Gem Faire
- 18-31 Winter Fest

For additional information on any show, please contact the promoter listed in the event's information. General parking for most events is \$7. Scheduled events are subject to change without notice. Visit ocfair.com for event updates.

The OC Fair & Event Center is located off the 405 and 55 freeways at 88 Fair Drive in Costa Mesa. For more information, please visit ocfair.com, become a fan on [Facebook.com/OCFair](https://www.facebook.com/OCFair), follow us at [Twitter.com/ocfair](https://twitter.com/ocfair) or call (714) 708-1500.

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD SEPTEMBER 24, 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, Vice Chair Mouet, Director Tkaczyk, Director La Belle, Director Berardino, Director Bagneris, Director Cervantes, and Director Ruiz

DIRECTORS ABSENT/EXCUSED:

Director Nguyen

OTHERS PRESENT:

Kathy Kramer, OCFEC CEO; Michele Richards, OCFEC VP Business Development Officer; Debbye McDaniel, OCFEC VP Operations & Administration; 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; Curt Jacey, Tandem; Tamara Goddard, Tandem; Robin Wachner, OCFEC Director of Communications; Dan Gaines, OCFEC Director of Entertainment; Ruby Lau, OCFEC Director of Marketing

5. CEO'S OPERATIONAL UPDATE

Kathy Kramer, OCFEC CEO, introduced Debbye McDaniel, OCFEC Interim Vice President, Finance & Administration. She noted that they will be conducting final interviews for the Vice President of Operations position.

Kramer then announced that a Post Fair Community Fair Focus Group meeting has been scheduled for October.

Michele Richards, OCFEC Vice President, Business Development, introduced a recap of the 2015 OC Fair noting a slight decrease in overall attendance. She then discussed the success of the gate promotions as well as revenue numbers.

Ruby Lau, OCFEC Director of Communications, discussed 2015 gate promotions and patron survey results.

Dan Gaines, OCFEC Director of Entertainment, discussed the success of the 2015 OC Brew Hee Haw over 2014. He then presented sales figures for the Action Sports Arena, The Hangar and Pacific Amphitheatre.

Howard Sandler, OCFEC Director of Events, recapped the 2015 Concessions and Commercial exhibitor program.

Tamara Goddard, Tandem, spoke about the corporate sponsorship program, mobile marketing tours, experiential marketing, the Platinum Partner program and group ticket sales.

Richards then discussed the competitive exhibits program, the Junior Livestock Auction, and the feature exhibit program.

Robin Wachner, OCFEC Director of Communications, spoke about media outreach for the 2015 OC Fair, social media, and the OC Fair app. She then played a recap of broadcast media.

Jason Jacobsen, OCFEC Director of Planning and Presentation, discussed technology and production efforts that goes into setting up the Fair. He also spoke about the sound monitoring teams deployed to the adjacent neighborhoods.

Richards then spoke about the popularity and success of the Neighborhood Ambassador program.

Gary Hardesty, Sound Media Fusion, spoke about sound mitigation efforts during the Fair and the sound monitoring teams. He noted that he was looking forward to further improvements to sound mitigation for 2016.

Jerry Eldridge, OCFEC Director of Facilities, spoke about the Maintenance team and all their work during the Fair.

Richards then concluded by speaking about the OC Fair Fun Run, the Cattle Drive, and the hosting of the Rott family.

Director Berardino complimented staff on the presentation.

Director Bagneris thanked staff for their efforts.

Director La Belle complimented the presentation and asked if gross revenues were down in conjunction with the decrease in attendance.

Richards answered that gross revenues were down approximately 1.5 percent. She then commented that in addition to the success of the Fair,

the year round events program contributes to the success of the property. Chair Aitken requested a list of upcoming events at OCFEC.

Director Cervantes stated that the Hispanic community is very excited about events happening at OCFEC, especially the L Festival

Vice Chair Mouet complimented the presentation and thanked staff, commenting upon the quality teamwork.

6. PUBLIC COMMENT

Reggie Mundekis spoke about the 2012 Pacific Amphitheatre Settlement and the implementation of settlement terms during the 2015 OC Fair.

Beth Refakes congratulated the Board and staff on a great Fair. She then asked about efforts to repeal ABX4 22.

Director Berardino stated that the Board should have responded quicker but was working towards the repeal of that legislation.

Chair Aitken asked that staff work with the Legislative Monitoring Committee to provide a report at the October meeting about efforts to repeal the legislation.

Director Bagneris noted that OCFEC, with the decision to hire a legislative advocate, is headed in the right direction towards repealing the legislation.

Bobby McDonald from the Black Chamber of Commerce of Orange County spoke about the Chamber's annual banquet where the OCFEC Board of Directors was honored for their efforts in creating Heroes Hall and honoring veterans.

Director Berardino and Director La Belle presented a certificate of appreciation to Bob Palazzola, Doug Bennett, and Bobby McDonald for their efforts as part of the Heroes Hall advisory committee.

7. MINUTES:

A. Board Meeting held August 27, 2015

Action Item

ACTION: Director Cervantes motioned and Director Berardino seconded to review and approve the minutes from the Board meeting held August 27, 2015. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none. ABSTENTION: Director Ruiz**

8. CONSENT CALENDAR

- A. Standard Agreements: SA-239-15CS; SA-240-15CS
- B. Amendments : SA-14-11PS (Amend #7); SA-245-15FT (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.

ACTION: Director Cervantes motioned and Director La Belle seconded to review and approve the Consent Calendar. **MOTION CARRIED.**

AYES: Chair Aitken, Vice Chair Mouet, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, Director Ruiz and Director Cervantes. **NAYES:** none.

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

Vice Chair Mouet noted that the Centennial Farm Foundation met the prior week. He then discussed planning of fund raising efforts such as the next poker tournament and the Amazon Smile program.

Director La Belle mentioned that the Heroes Hall Foundation Board of Directors had their second meeting and had another meeting scheduled for October. The Foundation is working on setting up all their accounts as well as creating a website.

Director Berardino stated the Labor Day preview of the Workers Memorial was a wonderful event that was well attended and attracted a great media response.

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

Kramer stated that OC Marketplace is asking to have their lease agreement amended allowing them to discontinue the use of the OC Sheriff's deputies and replace it with OCFEC Safety and Security staff.

Nick Buffa, OCFEC Safety and Security Supervisor supported the recommendation stating that the Market Place is a very low-risk event and there has been very little criminal activity in the last five or more years.

ACTION: Director Berardino motioned and Director Mouet seconded to discontinue, at the discretion of the Association, 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. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none.**

C. Discussion of OCFEC Smoking Policy

Kramer introduced the item by mentioning that the Board had requested at the August meeting that staff bring back a report on the San Diego County Fair's implementation of their non-smoking policy. She then asked Buffa to present the staff report.

Buffa presented the staff report stating that San Diego's staff felt the implementation of the non-smoking policy was less problematic than anticipated. All San Diego staff is trained to work with patrons to enforce the policy in conjunction with signage and buttons. He then noted that it took a couple of years for customers to really understand the policy and they still have issues in highly congested areas such as concerts.

Chair Aitken mentioned that designated smoking areas were not as effective as hoped and supported adopting a non-smoking policy.

Jeanine Robbins spoke in opposition to any changes in the current smoking policy, noting that improvements could be made to the designated areas and that staff needs to be better educated on the policy. She noted the lack of customer complaints about smoking. She then spoke about being harassed by a Board member and staff prior to and during Fair.

Mike Robbins spoke in opposition to any changes in the current smoking policy and spoke about other risky behaviors at the Fair.

Director Berardino stated that he understood Robbins' point of view but didn't want the discussion to turn into personal attacks. He then noted that it is a privilege to do business on public property, not a right.

Director Tkaczyk stated that he was the Board member accused of harassing the Robbins. He noted that the only reason he went to their booth was because he had been invited Mr. Robbins and the discussion and his thoughts were in response to questions initiated by the Robbins.

Director Bagneris suggested tabling the discussion and possibly discussing the issue with customers and clients.

Director Berardino motioned to adopt a non-smoking policy for OCFEC produced events while allowing the sale of tobacco related products.

Vice Chair Mouet noted that the idea of a non-smoking event is not a radical idea and seconded the motion.

Daniel Robbins noted that while he dislikes smoking, he feels that the Board should focus on other issues.

Director La Belle stated that he supported the motion but requested the signage be maximized and the policy be communicated in all marketing materials.

Director Ruiz as a smoker spoke in support of the motion.

ACTION: Director Berardino motioned and Director Mouet seconded to ban smoking at all OCFEC produce events while permitting the sale of tobacco products **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none.**

Chair Aitken adjourned the meeting at 11:51 a.m. The meeting resumed at 12:30 p.m.

D. Discussion of Construction Management Options

Director La Belle asked that this item be tabled until the Board discusses the 2016 Capital Projects budget.

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

Director Tkaczyk, on behalf of the Nominating Task Force, presented the recommendation of Director Mouet as Board Chair and Director Berardino as Vice Chair for 2015-2016.

ACTION: Director Cervantes motioned and Director Ruiz seconded to review and approve the Nominating Task Force recommendations for Gerardo Mouet as Board Chair and Nick Berardino as Vice Chair of the Board of Directors for 2015 – 2016. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none.**

F. Pacific Amphitheatre Seat Replacement Project

Kramer asked that the item be moved the October Board meeting.

Chair Aitken then moved Item 9H ahead in the discussion.

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

Director Bagneris presented the recommendation, stating that she would like to see the Board continue to handle the business of the 32nd DAA per the guidelines that are already in place.

Director LaBelle stated that he understood that the Board had certain responsibilities when managing the property and couldn't envision the need to create further Foundations but didn't want to limit the abilities of later Boards. He motioned to direct staff and legal counsel to develop separate MOUs for the Centennial Farm Foundation and for the Heroes Hall Foundation that clearly sets forth the responsibilities of both the District and the Foundations.

Discussion ensued.

Beth Refakes spoke in opposition to Director Bagneris' recommendation.

Reggie Mundekis spoke in opposition to Director Bagneris' recommendation.

ACTION: Director La Belle motioned and Director Mouet seconded to direct staff and legal counsel to develop separate MOUs for the Centennial Farm Foundation and for the Heroes Hall Foundation that clearly sets forth the responsibilities of both the District and the Foundations. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none.**

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

Richards presented the staff report and recommendation.

Chair Aitken asked that the Board have a chance to look at the Enhanced Worker Safety Policy and any prequalification process that might be necessary.

ACTION: Director Bagneris motioned and Director Cervantes seconded to approve the design development concept and project construction estimate for Heroes Hall. **MOTION CARRIED. AYES: Chair Aitken, Vice Chair Mouet, Director Ruiz, Director La Belle, Director Tkaczyk, Director Berardino, Director Bagneris, and Director Cervantes. NAYES: none.**

Director Berardino voted yes in the name of Sonnie Sintino, Ernie Mitchell, Paul Hahn, Romiro Cardinas, and Jan Rouse.

10. CLOSED SESSION

Chair Aitken adjourned to Closed Session at 12:58 p.m. and the meeting resumed at 2:10 p.m.

Chair Aitken announced that there was nothing to report out of Closed Session.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Chair Aitken congratulated Vice Chair Mouet and Director Berardino on their election to Chair and Vice Chair. She then thanked staff for a great recap presentation.

Director Berardino complimented Chair Aitken on a great job and thanked his fellow Board members for electing him Vice Chair.

Director Ruiz thanked Chair Aitken for her leadership and congratulated Vice Chair Mouet and Director Berardino. He then complimented staff on doing a great job.

Vice Chair Mouet thanked Chair Aitken for doing a great job and thanked his fellow Board members for selecting him. He looked forward to working with Director Berardino.

Director Tkaczyk thanked staff for an excellent Fair. He then asked McDaniel when the Board would see final numbers for the 2015 OC Fair.

Kramer stated that staff will have numbers by the next meeting in October.

Director Bagneris thanked staff, welcomed McDaniel, and stated that is looking forward to working with Vice Chair Mouet and Director Berardino.

Director LaBelle congratulated Chair Aitken and all his fellow board members. He then congratulated all the staff on all of their hard work.

Kramer stated there is 266 days to the next fair for next year 2016.

12. NEXT BOARD MEETING: THURSDAY, OCTOBER 22, 2015

13. ADJOURNMENT

Meeting adjourned at 2:17 p.m.

Ashleigh Aitken, Chair

Kathy Kramer, Chief Executive Officer

**OC FAIR & EVENT CENTER
STANDARD AGREEMENTS FOR BOARD APPROVAL
OCTOBER 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-254-15FT	On hold					
SA-255-15FT	On hold					
SA-256-15FT	Quinn Company dba Quinn Power Systems	Generator rental for 2015 OC Fair	Fair Time	06/29/15 - 08/24/15		\$113,388.00
SA-257-15FT	On hold					
SA-261-15SP	On hold					
SA-262-15SP	On hold					
SA-263-15SM	Sound Media Fusion, LLC	Acoustic design, audio testing, sound mitigation and monitoring consulting	Year Round	11/1/2015 - 10/31/17		\$304,450.00
SA-264-15MA	On hold					

Amendments

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	CHANGE IN RECEIPT AMOUNT	CHANGE IN NOT TO EXCEED EXPENSE
SA-258-13WC (Amend #1)	Lopez Works Incorporated	Provide parking lot sweeping, venue clean-up and waste collection services with the first option year to renew; total contract value increased to \$2,749,080.00	Year Round	11/01/13 - 10/31/16		\$1,040,075.00
SA-260-13CS (Amend #1)	Moor + South/Pier Management Company, LP dba Tandem	Provide corporate sponsorship acquisition and fulfillment, and new event sales program services with the first option year to renew; total contract value increased to \$1,006,500.00	Year Round	12/01/13 - 11/30/16		\$345,000.00
SA-21-13AM (Amend #1)	On hold					

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

CONTRACT #	CONTRACTOR	DESCRIPTION	EFFORT TYPE	TERM	RECEIPT AMOUNT	NOT TO EXCEED EXPENSE AMOUNT
SA-253-15SP (Amend #1)	On hold					
SA-200-15SP (Amend #1)	On hold					
SA-166-15FT (Amend # 1)	United Rentals (North America) Inc.	Additional funding for Heavy Equipment raising the new contract ceiling value to \$66,901.94.	Year Round	06/01/15 - 08/31/15		\$4,401.94

Interagency Agreements

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

Letters of Understanding

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

	AGREEMENT NUMBER SA-256-15FT
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

QUINN POWER SYSTEMS

2. The term of this Agreement is: **06/29/15** through **08/24/15** **FED ID:**

3. The maximum amount of this Agreement is: **\$113,388.00**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide rental generators for the 2015 OC Fair. Pages 1 – 3
 See Page 2 for additional Scope of Work.

Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) Page 4

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 5 – 7

Check mark one item below as Exhibit D:

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

Exhibit - D* Special Terms and Conditions

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

Exhibit F – Heavy Equipment Schedule (Attached hereto as part of this agreement) Page 15

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an Individual, state whether a corporation, partnership, etc.) QUINN COMPANY dba QUINN POWER SYSTEMS		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Chris Reinhardt, Rental Manager		
ADDRESS 10006 Rose Hills Rd., City of Industry, CA 90601 562-463-6033		
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:



EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES:

- A. To provide ten (10) rental portable generators and one (1) distribution panel to the 32nd District Agricultural Association, OC Fair & Event Center (“District”), from June 29 – August 24 for the 2015 OC Fair. Price is inclusive of all delivery/pick-up, sales tax, fuel, rental and service fees as detailed in “Exhibit F – Generator Schedule”.
- B. The District reserves the right to modify rental period. Reduced and/or additional costs, if any, will be mutually agreed upon by Contractor and the District.
- C. To provide generators according to the specifications provided herein as “Exhibit F – Generator Schedule”.
- D. All deliveries and pick-ups shall take place between 7:00 a.m. – 3:00 p.m. on the dates specified in Exhibit F. The delivery and pick-up dates are critical. Each delivery/pick-up must be completed on the date and/or time specified in Exhibit F, unless otherwise agreed upon by the District. Any delivery/pick-up arriving after 3:00 p.m. shall be turned away and required to return for delivery/pick-up the following business day at no additional rental, freight, or other charge to the District.
- E. To deliver generators full of fuel.
- F. To provide service as needed throughout the Agreement term, including oil and filter change, on each generator at no additional charge to the District.
- G. All generators must have the appropriate registration and certification with the South Coast Air Quality Management District (SCAQMD).
- H. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

- A. To make generators available for pick-up by Contractor on August 24, 2015, unless otherwise agreed upon by the District and Contractor.
- B. Generators shall be full of fuel upon pick-up.
- C. To pay Contractor a total amount not to exceed ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$113,388.00) based upon Contractor’s Price Quotation dated June 11, 2015.

-End Exhibit A-



District Account #: Distribution

PAYMENT PROVISIONS:

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

Invoice shall be submitted upon completion of services rendered to the District and shall contain the following, at a minimum, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 45860; and
4. Itemization of costs with equipment referred to and billed separately using the Department Location as each piece of equipment's name, specifications, rate, and dates of delivery/pick-up for each piece of equipment ordered.

Invoice 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.

7. AIR OR WATER POLLUTION VIOLATION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-



EXHIBIT F – GENERATOR SCHEDULE

The schedule below is used to determine the anticipated equipment needs and the "not to exceed" amount of the contract and is not a guarantee of services.

Super	Category	Item Type	Quantity	Unit of Measure	Item Description	Additional Notes	Location	Delhery	Pick-Up	Preferred Delivery Time	Account	Unit Price	Del/Ret	Total Price (Not to Exceed)
KEITH	GENERATOR	Generator	1	EACH	85KW Hushpower Generator - 3 Phase 120/208v (1 shifts - 8hrs)		Action Sports Arena	08/29/15	08/24/15	No Preference	5220-71	\$ 2,700.00	\$ 400.00	\$ 3,100.00
KEITH	GENERATOR	Generator	3	EACH	176 KW Generator, 520 Amp, 3 phase, 120/208V (3 shifts 24 hours)		Davis Lot	06/29/15	08/24/15	No Preference	5220-64	\$10,800.00	\$1,200.00	\$ 33,600.00
KEITH	GENERATOR	Generator	1	EACH	Distribution Panel		Davis Lot	06/29/15	08/24/15	No Preference	5220-64	\$ -	\$ -	\$ -
KEITH	GENERATOR	Generator	1	EACH	176 KW Generator 3 Phase 120/208v (Back Up)		Davis Lot	06/29/15	08/24/15	No Preference	5220-63	\$ 4,500.00	\$ 400.00	\$ 4,900.00
KEITH	GENERATOR	Generator	1	EACH	200 KW Generator 3 Phase 120/208v (3 shifts - 24hrs)		Fair Square South Food & Beverages	06/29/15	08/24/15	No Preference	5220-70	\$10,800.00	\$ 400.00	\$ 11,200.00
KEITH	GENERATOR	Generator	1	EACH	176 KW Generator 3 Phase 120/208v & 200ft 4/0 cables (1 Shift - 8 hrs)		Pacific Amphitheatre	06/29/15	08/24/15	No Preference	5220-63	\$ 8,100.00	\$ 400.00	\$ 8,500.00
KEITH	GENERATOR	Generator	1	EACH	176 KW Generator 3 Phase 120/208v & 200ft 4/0 cables (2 Shifts - 16 hrs)		Plaza Pacifica	06/29/15	08/24/15	No Preference	5220-70	\$10,800.00	\$ 400.00	\$ 11,200.00
KEITH	GENERATOR	Generator	1	EACH	600 or 800 KW 480v Tier 4i (3 Shifts - 24 hrs)		Park Plaza	07/10/15	08/24/15	No Preference	5220-70	\$23,184.00	\$ 400.00	\$ 23,584.00
KEITH	GENERATOR	Generator	1	EACH	350 KW 480v Tier 4i (3 Shifts - 24 hrs)		Park Plaza	07/10/15	08/24/15	No Preference	5220-70	\$ 8,505.00	\$ 400.00	\$ 8,905.00
												Sales Tax (8%)	\$ 8,399.00	
												TOTAL NOT TO EXCEED	\$ 113,388.00	

-End Exhibit F-

STATE OF CALIFORNIA
STANDARD AGREEMENT

R ___ A ___ F ___

STD 213 (Rev 06/03)

AGREEMENT NUMBER
SA-263-15SM

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

STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME
SOUND MEDIA FUSION, LLC

2. The term of this Agreement is: **11/01/15** through **10/31/17** **FED ID:**
with three (3) one-year options to renew at the sole discretion of the District

3. The maximum amount of this Agreement is: **\$304,450.00**
Not to exceed \$778,900.00 with inclusion of option years

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – To provide acoustic design, audio testing, sound mitigation and monitoring consulting services for specified year round events and the annual OC Fair for the Pacific Amphitheatre, The Hangar Building, Action Sports Arena, and Plaza Stage.	Pages 1 – 14
Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement)	Page 15
Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)	Pages 16 – 19
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	Pages 20 – 23
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Insurance Requirements (Attached hereto as part of this agreement)	Pages 24 – 26
Exhibit F – Contracted Financial Proposal Bid Form (Attached hereto as part of this agreement)	Pages 27 – 28
Exhibit G – Equipment Safety Policy (Attached hereto as part of this agreement)	Page 29

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

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

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Sound Media Fusion, LLC		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Gary Hardesty, Director		
ADDRESS 16524 Arminta St. Van Nuys, CA 91406 818-482-0193		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature) <i>[Signature]</i>	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		

EXHIBIT A – SCOPE OF WORK

Contractor shall provide acoustic design, audio testing, sound mitigation and monitoring consulting services for specified year round events and the annual OC Fair for the Pacific Amphitheatre, The Hangar Building, Action Sports Arena, and Plaza Stage at a contracted rate for the duration of the Agreement per the Contracted Financial Proposal Bid Form (Exhibit F). The District cannot guarantee a minimum and/or maximum number of hours, equipment utilized and/or project assignments. All work will be performed under the direction of the OC Fair & Event Center's specified management personnel.

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

Contractor shall be responsible for furnishing services as follows:

A. GENERAL REQUIREMENTS

1. Contractor shall perform all the required duties, at the "all-inclusive" hourly rate, as indicated herein and on the Contracted Financial Proposal Bid Form (Exhibit F). Pricing is inclusive of all labor and expenses, including, but not limited to, hardware, software, equipment, supplies, personnel, materials, travel, accommodation, transportation, meals, and any other costs to support the Scope of Work.
2. The District reserves the right to change and/or add any specifications and/or schedules.
3. The final layout of sound equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate readings.
4. The annual OC Fair setup is subject to change from year to year.
5. The District may require items not called out in this Agreement. The District is to be billed at a rate no greater than the amount charged for similar items listed in the Agreement for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
6. Upon contract award, Contractor shall immediately begin an analysis and development of sound systems for the 2016 OC Fair and shall have a finalized plan no later than the end of December 2015 or as otherwise agreed upon by Contractor and the District.
7. Contractor shall present, for District review and approval, a proposed plan for sound design layouts for each of the primary venues referenced in this Agreement beginning after the 2016 annual OC Fair to be submitted no later than December 31, 2016, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the sound design layout and required equipment for that year's annual OC Fair.
8. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
9. In support of the annual OC Fair, Contractor must be present for the initial Pre-Fair sound setup and testing. Requirements for engagement during the twenty-three (23) days of Fair will be determined based upon District's approval of Contractor's acoustic design, audio testing and sound mitigation plans.
10. For Year-round events where Contractor's services are requested, Contractor must be present for the initial pre-event sound setup and testing. Requirements for engagement during the events will be determined based upon District's approval of Contractor's audio testing and sound mitigation plans for those events.
11. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. Contractor shall not accept instructions from or convey information to anyone not listed.
12. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.

EXHIBIT A – SCOPE OF WORK (CONT.)

B. ACOUSTIC DESIGN SERVICES AND REQUIREMENTS

Contractor will develop acoustic designs and models in conjunction with sound reinforcement companies (using acoustic simulation software and other industry approved modeling methods) for the purposes of both mitigating noise in surrounding housing areas as well as preventing sound interference into non-performance areas. All acoustic designs should create the best overall experience for both performing artists and customers in the entertainment venues. Acoustic designs shall be requested for the annual OC Fair as well as specified year-round events.

Requests may be made by the District for upgraded acoustic design of any existing entertainment venues including Pacific Amphitheatre, The Hangar Building, Action Sports Arena, and Plaza Stage. In addition, requests may be made by District Management to provide acoustic designs for any new entertainment venues identified during the term of this agreement.

Deliverables include written documentation of acoustic designs and graphic models in report format, along with recommendations for making necessary adjustments to current and future venue sound systems. Progress reports may also be requested.

C. AUDIO TESTING AND SOUND MITIGATION PLAN SERVICES AND REQUIREMENTS

Contractor will conduct audio testing to establish an audio baseline to develop an appropriate and effective sound mitigation plan. This Sound Mitigation Plan is to ensure compliance with all legal sound limits in surrounding neighborhoods (see Part IV, Paragraph C in RFP), provide a top-notch experience for both customers and performers in various entertainment venues throughout the Fairgrounds and to guarantee non-interference with other on-site entertainment venues. The Sound Mitigation Plan shall include acoustic testing processes and procedures, assessment of gathered acoustic data, and recommended modifications to on-site venues and associated equipment. Follow-up testing and assessment may be requested on an as-needed basis. Audio testing and sound mitigation plans shall be requested for the annual OC Fair as well as specified year-round events.

Requests may be made by the District for upgraded acoustic testing of any existing entertainment venues including Pacific Amphitheatre, The Hangar Building, Action Sports Arena, and Plaza Stage. In addition, requests may be made by District Management to provide acoustic testing for any new entertainment venues identified during the term of this agreement.

Deliverables include written acoustic testing plans and procedures, data gathered from testing, written assessment of data and recommendations for necessary modifications to structures, sound systems, and other equipment to achieve desired results and an overall sound mitigation plan for the future. Progress reports may also be requested.

D. SOUND MONITORING SERVICES AND REQUIREMENTS

Working closely with the Director of Technology and Production and/or his/her designee and in order to ensure compliance with mandated sound limits contained herein, Contractor will develop plans for monitoring sound during the annual OC Fair, other District-produced events, and as requested for year-round outdoor events that include amplified sound.

In addition, Contractor will interact with employees of the District assigned to take sound measurements in surrounding areas and report collected data as identified in the Sound Mitigation Plan developed by the Contractor and approved by the District. Additionally, Contractor will analyze resultant data and communicate with District Management on necessary adjustments to sound levels and/or equipment if data indicates non-compliance with mandated sound levels (per the Sound Mitigation Plan) or interference with other entertainment venues.

Contractor is responsible for sound levels measured during the nightly headline concerts in the Pacific Amphitheatre during the annual OC Fair, but may also include measurement and evaluation of sound levels from other OC Fair entertainment venues including The Hangar Building, Action Sports Arena, and Plaza Stage. In

EXHIBIT A – SCOPE OF WORK (CONT.)

addition, Contractor may be requested to develop plans and oversee sound monitoring for year-round outdoor events which include amplified sound.

Deliverables include written sound monitoring policies and procedures including type and model number of monitoring equipment to be utilized, number of required sound monitoring locations, frequency of visits and number of recommended team members and their respective responsibilities. Additional deliverables include analysis of gathered data (presented via Contractor created sound monitoring logs), which shall be required for each date of the annual OC Fair, and requested outdoor events with amplified sound. Finally recommendations for improvements and modifications shall be provided to improve the experience for Fairgoers and for the surrounding neighborhood. Progress reports may also be requested.

E. SPECIAL PROJECT SERVICES AND REQUIREMENTS

Under the direction of District Management or as otherwise directed, Contractor will provide consulting services on special projects involving acoustic design and/or modifications, acoustic testing, sound mitigation and sound monitoring services as requested.

Deliverables will be established at the time of assigned work.

F. SAMPLE SETUP AND TEARDOWN SCHEDULE – ANNUAL OC FAIR

Contractor shall be aware that the District's sound equipment and service providers have been asked to maintain the following schedule during the annual OC Fair. Contractor is not expected to perform similar services, only to have an understanding of the required timeline.

- a. Typically, installation and teardown will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. Contractor must supply sound personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.
- b. Setup generally begins one (1) week prior to the event and the system should be loaded in, set up and checked out to the satisfaction of the District Management two (2) days prior to opening day of the Fair.
- c. For 2015, setup began on July 10, 2015, and all equipment set up and operational by 5:00 p.m. on July 14, 2015. Exact dates for 2016 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. Setup efforts were coordinated with District Management, and all necessary equipment, tools and personnel to set up and maintain systems were provided.
- d. Teardown begins the day after the last performance. A maximum of five (5) days is allowed for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. All necessary equipment, tools and personnel to tear down systems is provided.

EXHIBIT A – SCOPE OF WORK (CONT.)

G. OVERVIEW OF CURRENT SOUND MITIGATION

A general awareness of all District sound systems is important to understand the critical task of maintaining specific sound levels for all areas in order to minimize the overall impact of sound from the property onto surrounding neighborhoods. Four (4) primary sound systems exist within the confines of the District property, all of which are included in the scope of this Agreement. In addition to the four (4) systems described below, there may be other stages and/or noise generating activities on grounds such as carnival, guests, etc. that Contractor may be engaged by the District to address.

1. Pacific Amphitheatre

- a. The Pacific Amphitheatre is an 8,200-seat open-air outdoor venue which currently consists of a large line array speaker system along with complex stage monitor systems.
- b. This venue is primarily used during the annual OC Fair as a premier music venue, typically featuring a 23-day headline concert series with acts such as Steve Miller Band, The Offspring, The B-52s, and Alan Jackson.
- c. During the annual OC Fair, the venue generally operates from 7:00 p.m. to 10:00 p.m. Wednesday through Sunday.
- d. Year-round events may include Easter Sunday services, commencement ceremonies, music festivals and expanded headline concerts throughout the year.
- e. All events with amplified sound taking place at the Pacific Amphitheatre require sound mitigation and/or monitoring services.
- f. A Decibel Level and Sound Covenant for the Pacific Amphitheatre was established as a result of litigation brought against the District regarding noise complaints and must be adhered to at all times. Details of the Covenant are included below in Paragraph G.5.
- g. A plan view detail of the Pacific Amphitheatre is included in Part VIII, Attachment B of the RFP.

2. The Hangar Building

- a. The Hangar Building is a 23,000 square foot semi-enclosed concert and event venue with seating for approximately 1,430 people and additional standing room for 225 individuals.
- b. During the annual OC Fair, various community acts and presentations take place on stage throughout the day, followed by a mid-level headliner band performance and video presentation at night. In addition, a pyrotechnic display takes place above The Hangar Building/Main Mall area each night of the OC Fair and includes musical accompaniment.
- c. During the annual OC Fair, the venue typically operates from 12:00 p.m. to 11:00 p.m. Wednesday through Friday and from 10:00 a.m. to 11:00 p.m. Saturday and Sunday.
- d. The Hangar Building sound system for the annual OC Fair currently consists of a line-array based stage system and includes two (2) small sound arrays flown outside to cover a portion of the Main Mall. The current sound system design is intended to focus the sound into the audience area using a high-Q line array approach. This approach currently includes a cardioid sub-woofer array, with the requirement to reduce, as much as possible, rear speaker radiation. This equipment is installed per annual acoustic design specifications and does not remain in place year-round.
- e. System frequency response is intended to cover the range of 50 Hz to 12 kHz, +/- 4 dB in all seating and audience areas in The Hangar Building (Main Mall system excluded).

EXHIBIT A – SCOPE OF WORK (CONT.)

- f. Outside of Fair, The Hangar Building is used for a variety of events, including fight nights, music festivals, food festivals, corporate events, community performances, etc.. Sound design, mitigation and/or monitoring services will be required on an event-by-event basis.
- g. A plan view detail of The Hangar Building has been included in Part VIII, Attachment C of the RFP.

3. Action Sports Arena

- a. The Action Sports Arena is an outdoor, open-air venue, with seating for approximately 5,700 people and additional standing room for 500 individuals.
- b. During the annual OC Fair, the venue typically operates from 12:00 p.m. to 11:00 p.m. Wednesday through Friday and from 10:00 p.m. to 11:00 p.m. Saturday and Sunday.
- c. Events held during the annual OC Fair include X-Treme Freestyle Moto-X, Speedway Motorcycle races, Monster Trucks, Demolition Derby, Summer Fist Mixed Martial Arts and Rodeo activities.
- d. Outside of Fair, events in the Action Sports Arena include weekly auto races facilitated by International Speedway May through September.
- e. In the past, this venue was the most frequent offender of noise limits, primarily due to its proximity to local neighbors and lack of good directional control from the sound system. In 2014, the District installed a permanent, multi-zoned, directional, high-performance sound system in order to maximize audience sound levels while minimizing out-of-venue sound and nuisance noise. The speaker type, focus and placement are designed to minimize sound spill into nearby populated areas. The District system includes all amplifiers, processing and speakers for the four (4) audience grandstands.
- f. A plan view detail of the Action Sports Arena has been included in Part VIII, Attachment D of the RFP.

4. Plaza Stage

- a. The Plaza Stage is an outdoor, open-air venue which accommodates seating for approximately 750 people with additional standing room in the open plaza area surrounding the stage.
- b. During the annual OC Fair, this venue typically operates from 12:00 p.m. to 11:00 p.m. Wednesday through Friday and from 10:00 a.m. to 11:00 p.m. Saturday and Sunday.
- c. Performances taking place on stage include community acts during the day, and professional entertainment at night.
- d. The Plaza Stage is located in the new Pacific Amphitheatre plaza grounds area for the 2015 OC Fair. As this is a new venue for 2015, Contractor shall evaluate the current audio design and make recommendations for improvement.
- e. Contractor shall utilize all appropriate sound mitigation measures to ensure this system does not negatively impact OC Fair patron experience in other venues as well as neighboring housing areas. Specifically:
 - i. The Plaza stage is in close proximity to the Pacific Amphitheatre rear seating area and main entrance lobby.
 - ii. The Plaza Stage sound system faces directly into the housing area discussed earlier in this RFP as having a strict noise ordinance.
 - iii. In the evenings, performances will occur in the Pacific Amphitheatre as well as the Plaza concurrently. In addition to observing the noise ordinance requirements detailed in this RFP, Contractor shall not allow sound from the Plaza Stage to impact the Pacific Amphitheatre show, particularly the audience sitting at the rear of the Amphitheatre.

EXHIBIT A – SCOPE OF WORK (CONT.)

- f. The current design includes a small, flown front speaker system, front fill speakers and flown delay speakers (from the partial audience roof), in order to adequately cover the audience area, while keeping the bulk of the sound energy confined to the audience footprint and allowing, overall, a lower level of operation, due to the near field listening experience (small L/R arrays, front fill speakers and delay speakers).
- g. The current system consists of a main L/R house system, cardioid subwoofers (mandatory), front fill system, delay system and a fully functioning stage monitor system.
- h. A plan view detail of the Plaza Stage has been included in Part VIII, Attachment E of the RFP.

5. Pacific Amphitheatre Decibel Level and Sound Covenant

Property-wide noise mitigation is required, including compliance with the Pacific Amphitheatre Decibel Level and Sound Covenant detailed below which is included in all Pacific Amphitheatre performance contracts.

The following limitations on sound generated by events in the Pacific Amphitheater as detailed in Paragraph A below have been established pursuant to litigation in the case of Orange County Fair Preservation Society v. 32nd District Agricultural Association, Orange County Superior Court No. 30-2012-00538751 and cannot be exceeded under any circumstances. Further, in support of the standards in Paragraph A below, the District maintains decibel maximums for sound generated by events as witnessed by listening tests and measurements at various locations within the District property and surrounding housing areas. These restrictions are detailed in Paragraph B below. By entering into the Agreement to provide entertainment at the Pacific Amphitheater, the Contractor specifically agrees to abide by these limits and the directives of the designated Sound Monitor or other designee.

A. Sound Level Standards

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Level:</u>
Residential neighborhoods (housing areas) adjacent to the OC Fair & Event Center	55 dB(A)

The sound levels emanating from the Pacific Amphitheaters shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

EXHIBIT A – SCOPE OF WORK (CONT.)

B. District-Required Sound Level Requirements

<u>Sound Level Standards</u>	
<u>Location of Measurement:</u>	<u>Sound Pressure Level:</u>
The surrounding housing areas	55 dBA
Pacific Amphitheatre Front of House	100 dB, no weighting

The sound levels emanating from the Pacific Amphitheater shall not exceed:

1. The applicable Sound Level Standard for a cumulative period of more than thirty (30) minutes in any hour; or
2. The applicable Sound Level Standard plus five (5) dB(A) for a cumulative period of more than fifteen (15) minutes in any hour, as measured in the housing areas; or
3. The applicable Sound Level Standard plus ten (10) dB(A) for a cumulative period of more than five (5) minutes in any hour, as measured in the housing areas ; or
4. The applicable Sound Level Standard plus fifteen (15) dB(A) for a cumulative period of more than one (1) minutes in any hour, as measured in the housing areas ; or
5. The applicable Sound Level Standard plus twenty (20) dB(A) for any period of time.

Note that the Front of House sound system, stage monitors and band instruments, are all contributors to the environmental noise and fall under this agreement, separately and/or in combination.

Contractor shall be bound by this Decibel Level and Sound Covenant and shall at all times during any pre-concert sound checks and the concert itself, operate within the sound level restrictions. Listening tests and random readings will be taken by the District throughout sound check and performance and Contractor will be advised by the District immediately in the event of any violation(s), whether the violation is based on a housing area listening test (based on the sole professional judgment of the District), a measurement, a complaint, or a combination thereof. Contractor agrees that upon discovery or notification by either the designated Sound Monitor or other designee of any occurrence of sound level exceedance, Contractor shall upon notice by the District immediately adjust the sound level to come into compliance with sound level specifications. The determination of sound level exceedance is at the sole discretion of the District's designated Sound Monitor or other designee.

The Contractor is advised that in the event of any repeated violation(s) of these standards after notice to Contractor, the Contractor may be subject to fines and/or penalties by public agencies other than the District, including federal, state, and/or local governmental or regulatory agencies.

In the event of repeated violations after notice to Contractor, the District may require the Contractor to immediately cease performance.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-307 Certification, GTC 307 General Terms and Conditions, and Insurance Requirements.

1. Authorized Representative

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

2. Phone Numbers

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

3. Vehicles, Equipment and Supplies

All vehicles and equipment shall be provided by the Contractor. All vehicles and equipment will be clearly marked in a professional manner with Contractor's company name and/or logo. All vehicles and equipment must be maintained and cleaned in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on District property and adhere to the District's Equipment Safety Policy (See Part IX - Forms) at all times.

The use of cars, trucks and vans is prohibited on the fairgrounds one (1) hour before opening, during OC Fair hours and one (1) hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

4. Vehicle Utility Carts

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older.

5. Security

The security of the sound equipment is the responsibility of the Contractor.

As much as possible, all equipment is to be secured to prevent theft. The District will provide security personnel to monitor the stages from 10:00 p.m. to 8:00 a.m.

The security of the audio equipment is the responsibility of the Contractor. While the District provides specifically assigned security personnel time as an act of cooperation, the equipment is brought to the OC Fair at the risk of the Contractor. The District does not take responsibility for loss of equipment by theft, damage, vandalism, or act of nature.

6. Weather Protection

Weather protection is the responsibility of the Contractor.

7. Licenses, Permits and Certifications

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

EXHIBIT A – SCOPE OF WORK (CONT.)

In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

8. Site Access

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

9. Insurance

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

10. Work Permit Law

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

11. Uniforms and Badges

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

The District requires Contractors/Contractor employees to have in their possession badges, identification cards, and/or credentials while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

12. Personnel

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

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

13. Potential Subcontractors/Independent Contractors

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

EXHIBIT A – SCOPE OF WORK (CONT.)

14. Suppliers

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers.

The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

15. Subcontracting

Subcontracting of efforts involving labor and/or installation services is not allowed. Contractor may utilize additional suppliers to meet the District's equipment needs.

16. Fire Regulations

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

17. Travel, Transportation and Accommodations:

Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations.

18. Invoices

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

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, detailed work logs and hours by Service Type for the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to AP@ocfair.com (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

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

19. Payment

Payments to the Contractor will be made by the 32nd District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

20. Pricing/Financial Proposal Bid Form

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

The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

21. Megan's Law Screening

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to

EXHIBIT A – SCOPE OF WORK (CONT.)

time), and any other reasonable background checks that may be required by the District as a result of policies adopted by the District's Board of Directors. Contractor will certify in writing that they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with their obligations pertaining to the required screening. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part IX – Forms).

22. Right to Replace/Dismiss

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

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

23. Gratuities

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

24. Evaluation of Contractor Performance

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

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

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

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

EXHIBIT A – SCOPE OF WORK (CONT.)

25. Non-Exclusive Agreement

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

26. Termination

The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations and/or performances required in the terms of the contract.

27. Anticipated Contract Term

The term of the Acoustic Design, Audio Testing, Sound Mitigation and Monitoring Consulting Services contract shall be from November 1, 2015 through October 31, 2017 with three (3) one (1)-year options to renew with the approval and acceptance of the 32nd District Agricultural Association. The agreement options are to be exercised independently and at the sole discretion of the District.

EXHIBIT A – SCOPE OF WORK (CONT.)

CONTRACTOR AGREES

1. To perform according to the Scope of Work and Contract Terms and Conditions contained herein at the rates specified in Exhibit F – Contracted Financial Proposal Bid Form.
2. The District's Request for Proposal (RFP) for Acoustic Design, Audio Testing, Sound Mitigation and Monitoring Consulting Services, SM-07-15, dated August 7, 2015, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made a part of this agreement.
3. The Contractor's proposal for Acoustic Design, Audio Testing, Sound Mitigation and Monitoring Consulting Services, SM-07-15, dated August 25, 2015, is on file in the Office of the 32nd District Agricultural Association and is incorporated herein by reference and made part of this agreement.
4. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To allow Contractor access to the District's property as necessary.
2. The term of this contract is from November 1, 2015 – October 31, 2017, with three (3) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District.
3. To pay Contractor a total amount not to exceed SEVEN HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED DOLLARS (\$778,900.00), including option years, based upon the rates as shown in Contractor's Financial Proposal.
4. Estimated price breakdown is as follows and the rate detail is included as Exhibit F – Contracted Financial Proposal Bid Form:

Acoustic Design, Audio Testing, Sound Mitigation and Monitoring Consulting Services	
11/01/15 – 10/31/16	\$152,225.00
11/01/16 – 10/31/17	\$152,225.00
11/01/17 – 10/31/18	\$158,150.00
11/01/18 – 10/31/19	\$158,150.00
11/01/19 – 10/31/20	\$158,150.00
ESTIMATED FIVE YEAR TOTAL	\$778,900.00

-End Exhibit A-

EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: Distribution

PAYMENT PROVISIONS:

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

Invoices shall be submitted upon completion of services rendered to the District and shall contain the following, as applicable to services rendered:

1. Contractor's invoice number;
2. Invoice date;
3. District Purchase Order (PO) Number 45883;
4. Detailed work logs and hours by Service Type for the labor required to fulfill these services;
5. Name of personnel with listing of actual date(s) worked, including shift start and end times.

Invoices may be sent via email to AP@ocfair.com or mailed as follows:

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

-End Exhibit B-

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 610

1. APPROVAL:

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

2. AMENDMENT:

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

3. ASSIGNMENT:

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

4. AUDIT:

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

5. INDEMNIFICATION:

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

6. DISPUTES:

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

7. TERMINATION FOR CAUSE:

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

8. INDEPENDENT CONTRACTOR:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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

20. LOSS LEADER:

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

-End Exhibit C-

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

CCC-307 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

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

2. DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-

EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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

EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-

EXHIBIT F – CONTRACTED FINANCIAL PROPOSAL BID FORM

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

November 1, 2015 – October 31, 2016				
SERVICE TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Acoustic Design Services	Hourly Rate	225	\$ 187.00	\$ 42,075.00
Audio Testing & Sound Mitigation Services	Hourly Rate	265	\$ 190.00	\$ 50,350.00
Sound Monitoring Services	Hourly Rate	260	\$ 230.00	\$ 59,800.00
			Year 1 Total	\$ 152,225.00

November 1, 2016 – October 31, 2017				
SERVICE TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Acoustic Design Services	Hourly Rate	225	\$ 187.00	\$ 42,075.00
Audio Testing & Sound Mitigation Services	Hourly Rate	265	\$ 190.00	\$ 50,350.00
Sound Monitoring Services	Hourly Rate	260	\$ 230.00	\$ 59,800.00
			Year 2 Total	\$ 152,225.00

Option Year 1: November 1, 2017 – October 31, 2018				
SERVICE TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Acoustic Design Services	Hourly Rate	225	\$ 190.00	\$ 42,750.00
Audio Testing & Sound Mitigation Services	Hourly Rate	265	\$ 200.00	\$ 53,000.00
Sound Monitoring Services	Hourly Rate	260	\$ 240.00	\$ 62,400.00
			Year 3 Total	\$ 158,150.00

Option Year 2: November 1, 2018 – October 31, 2019				
SERVICE TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Acoustic Design Services	Hourly Rate	225	\$ 190.00	\$ 42,750.00
Audio Testing & Sound Mitigation Services	Hourly Rate	265	\$ 200.00	\$ 53,000.00
Sound Monitoring Services	Hourly Rate	260	\$ 240.00	\$ 62,400.00
			Year 4 Total	\$ 158,150.00

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

Option Year 3: November 1, 2019 – October 31, 2020				
SERVICE TYPE	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Acoustic Design Services	Hourly Rate	225	\$ 190.00	\$ 42,750.00
Audio Testing & Sound Mitigation Services	Hourly Rate	265	\$ 200.00	\$ 53,000.00
Sound Monitoring Services	Hourly Rate	260	\$ 240.00	\$ 62,400.00
			Year 5 Total	\$ 158,150.00

TOTAL FIVE YEARS: November 1, 2015 - October 31, 2020	
SERVICE TYPE	TOTAL COST
Acoustic Design Services	\$ 212,400.00
Audio Testing & Sound Mitigation Services	\$ 259,700.00
Sound Monitoring Services	\$ 306,800.00
Five Year Cumulative Total	\$ 778,900.00

EXHIBIT G – EQUIPMENT SAFETY POLICY

The Equipment Safety Policy is subject to change at any time. Upon notification, Contractor shall immediately adhere to subsequent amendment(s) of the Equipment Safety Policy.

Contractor shall abide by the speed limit signs posted on District property in the operation of all vehicles.

Operating Forklift

- Must wear hard hat ANSI class A
- Must wear seat belt
- No carrying passengers
- No objects shall hang off or carry from operator's location
- Must have proper passenger carriage when lifting person
- No standing / persons on forks while operating

Operating Man Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No lifting objects to stand up / move
- No overload basket

Operating Scissor Lift

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop
- No standing on rails
- No overloading basket
- Check overhead when lifting
- Approach uneven ground properly
- Always plug lift into electrical outlet after each use

Safety First – It Starts with You



-End Exhibit G-

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER SA-258-13WC	AMENDMENT NUMBER #1
REGISTRATION NUMBER 1314503	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
32ND DISTRICT AGRICULTURAL ASSOCIATION
 CONTRACTOR'S NAME
LOPEZ WORKS INCORPORATED
- The term of this Agreement is **11/01/13** through **10/31/16** **FED ID:**
- The maximum amount of this Agreement after this amendment is: **\$1,040,075.00 Amendment**
\$2,749,080.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
Standard Agreement #258-13WC, dated October 25, 2013, between the District and Lopez Works Incorporated is hereby amended as follows:
CONTRACTOR AGREES:
 - To amend the original contract to provide parking lot sweeping, venue clean-up and waste collection services at the OC Fair & Event Center with the first option year to renew, thereby increasing the original contract amount from \$1,709,005.00 to \$2,749,080.00.**DISTRICT AGREES:**
 - To pay Contractor a total amount not to exceed TWO MILLION SEVEN HUNDRED FORTY NINE THOUSAND EIGHTY DOLLARS (\$2,749,080.00) upon satisfactory completion of work herein required and upon receipt of proper invoice.
 - Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) LOPEZ WORKS INCORPORATED		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Andre Lopez, President		
ADDRESS 21195 Prairie View Lane, Trabuco Canyon, CA 92679 (949) 470-9351		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
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		

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-260-13CS	AMENDMENT NUMBER #1
REGISTRATION NUMBER 1317130	

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

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

MOOR + SOUTH/PIER MANAGEMENT CO., LP dba TANDEM

2. The term of this Agreement is _____ through _____ FED ID: _____

Agreement is **12/01/13** through **11/30/16**

3. The maximum amount of this Agreement after this amendment is: **\$345,000.00 Amendment \$1,006,500.00**

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 #SA-260-13CS, dated December 16, 2013, between the District and Moor + South/Pier Management Co., LP is hereby amended as follows:

CONTRACTOR AGREES:

1. To amend the original contract to provide corporate sponsorship acquisition and fulfillment, and new event sales program services at the OC Fair & Event Center with the first option year to renew, thereby increasing the original contract amount from \$661,500.00 to \$1,006,500.00.
2. To amend the contractor name from Moor + South/Pier Management CO., LP dba California Partnership Marketing Group to Moor + South/Pier Management CO., LP dba Tandem.

DISTRICT AGREES:

1. To pay Contractor a total amount not to exceed ONE MILLION SIX THOUSAND FIVE HUNDRED DOLLARS (\$1,006,500.00) 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.)		
MOOR + SOUTH/PIER MANAGEMENT CO., LP, dba Tandem		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Taylor Safford, Chief Executive Officer		
ADDRESS		
P.O. Box 193730, San Francisco, CA 94119-3730 (415) 705-5408		
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		
		<input type="checkbox"/> Exempt per:

Account #: Distribution

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-166-15FT	AMENDMENT NUMBER #1
REGISTRATION NUMBER 1423578	

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

UNITED RENTALS (NORTH AMERICA) INC.

2. The term of this Agreement is **06/01/15** through **8/31/15** FED ID:

3. The maximum amount of this Agreement after this amendment is: **\$4,401.94 Amendment \$66,901.94**

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 #SA-166-15FT, dated June 18, 2015, between the District and UNITED RENTALS (NORTH AMERICA) INC. is hereby amended as follows:



CONTRACTOR AGREES:

- To amend the original contract to provide a funding increase for additional equipment rentals provided to OC Fair & Event Center for the 2015 OC Fair. This amendment increases the original contract amount from \$62,500.00 to \$66,901.94.

DISTRICT AGREES:

- To pay Contractor a total amount not to exceed SIXTY-SIX THOUSAND NINE HUNDRED AND ONE DOLLARS AND NINETY-FOUR CENTS (\$66,901.94) upon satisfactory completion of work herein required and upon receipt of proper invoice.
- Except as herein amended, all other terms and conditions remain as previously agreed upon.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) UNITED RENTALS (NORTH AMERICA) INC.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING James Ashmore, Area General Manager – Orange County		
ADDRESS 16300 Gothard Street, Huntington Beach, CA 92647 (714) 842-7765		
STATE OF CALIFORNIA		
AGENCY NAME 32ND DISTRICT AGRICULTURAL ASSOCIATION		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Kramer, CFE, CMP, Chief Executive Officer		
ADDRESS 88 Fair Drive, Costa Mesa, CA 92626		

Account #: Distribution

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

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-055-15	Southern California Indian Center, Inc.	47th Annual Indian POW WOW	Cultural Festival	Anaheim Building, Los Alamitos Building, OC Promenade	11/20/15-11/23/15	\$29,276.50
R-058-15	International Interior Design Association Southern California Chapter	NeoConnect 2015 Trade Show	Trade Show	The Hangar	10/13/15	\$9,927.50
R-075-15	Newport Mesa Unified School District	NMUSD College and Career Night	College Night	Costa Mesa Building	10/21/15	\$11,977.75
R-144-15	GP Sandy	Hyundai Ride & Drive	Dealership Training	Huntington Beach, 1/2 Lot I, Festival Field Asphalt	10/04/15-10/08/15	\$41,176.50
R-145-15	Vagabondias	Vagabondias - Trailer Rally	Trailer Rally	Campground	11/13/15-11/15/15	\$25.00 per night per RV
R-146-15	Trilogy RVers	Trilogy RVers - Trailer Rally	Trailer Rally	Campground	11/11/15-11/15/15	\$25.00 per night per RV
R-147-15	Research Design Specialists	RDS - Automotive Market Research	Car Research	The Hangar	09/28/15-10/03/15	\$23,788.00
R-148-15	Travel Bees	Travel Bees - Trailer Rally	Trailer Rally	Campground	11/20/15-11/22/15	\$25.00 per night per RV
R-149-15	Absolute Event Solutions	Big Bite Sugar Rush	Consumer Show	The Hangar	12/04/15-12/07/15	\$17,841.00
R-017-16	Approved as part of the September Consent Calendar					
R-018-16	Approved as part of the September Consent Calendar					
R-023-16	Kristen Cheever	Mason-Cheever Wedding	Wedding	Millennium Barn, Silo	05/07/16-05/08/16	\$5,328.00

REVIEWED _____

DATE October 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 **Southern California Indian Center, 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 **November 20 - 23, 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:

47th Annual Indian POW WOW

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

\$29,276.50

- 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.

**Southern California Indian Center, Inc.
10175 Slater Avenue, Suite 150
Fountain Valley, CA 92708**

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

By _____

By _____

Title: Paula Starr, Executive Director

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: 47th Annual Indian POW WOW
 Contact Person: Paula Starr
 Event Date: 11/21/2015 - 11/22/2015

Contract No: R-055-15
 Phone: (714) 962-6673
 Hours: Saturday: 10:00 AM - 10:00 PM
 Sunday: 10:00 AM - 5:00 PM

Admission Price: Adult: \$5.00 Senior: \$3.00 Teen (13-18): \$3.00 Child: 12 & Under Free

Vehicle Parking Fee: \$7.00 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			
Anaheim Building (#16)	11/20/2015 06:00 AM - 10:00 PM	Move In	950.00
Los Alamitos Building (#14)	11/20/2015 06:00 AM - 10:00 PM	Move In	1,300.00
OC Promenade (Span)	11/20/2015 06:00 AM - 10:00 PM	Move In	950.00
Saturday			
Anaheim Building (#16)	11/21/2015 10:00 AM - 10:00 PM	Event	1,900.00
Los Alamitos Building (#14)	11/21/2015 10:00 AM - 10:00 PM	Event	2,600.00
OC Promenade (Span)	11/21/2015 10:00 AM - 10:00 PM	Event	1,900.00
Sunday			
Anaheim Building (#16)	11/22/2015 10:00 AM - 05:00 PM	Event	1,900.00
Los Alamitos Building (#14)	11/22/2015 10:00 AM - 05:00 PM	Event	2,600.00
OC Promenade (Span)	11/22/2015 10:00 AM - 05:00 PM	Event	1,900.00
Monday			
Anaheim Building (#16)	11/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge
Los Alamitos Building (#14)	11/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge
OC Promenade (Span)	11/23/2015 06:00 AM - 12:00 PM	Move Out	No Charge

-Move out must be completed by 12:00 Noon on Monday - November 23, 2015 to avoid additional charges.

Total: 16,000.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Bleacher (50 Seat Section)	Estimate 4	4.00 EA	125.00 EA	500.00
Dumpster	Estimate 10	10.00 EA	18.00 EA	180.00
Electrical Splitter Box	Estimate 1	1.00 EA	55.00 EA	55.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Hang Tag - 2 Day	Estimate 160	160.00 EA	8.00 EA	1,280.00
Marquee Board (7 Consecutive Days)	11/16/2015 - 11/22/2015	1.00 WK	450.00 WK	450.00
Portable Electronic Message Board	11/21/2015 - 11/22/2015	2.00 EA	75.00 EA/DAY	300.00
RV Camping (Campground)	TBD (12 RVs in 2014)	TBD EA	40.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00

Total: 4,290.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Plumber	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
Event Day				
Grounds Attendant Lead	11/21/2015 09:00 AM - 10:00 PM	1.00 EA	30.00 HR	390.00
Grounds Attendant	11/21/2015 09:00 AM - 10:00 PM	2.00 EA	19.50 HR	507.00
Janitorial Attendant	11/21/2015 09:00 AM - 10:00 PM	2.00 EA	19.50 HR	507.00
Grounds Attendant Lead	11/22/2015 09:00 AM - 05:00 PM	1.00 EA	30.00 HR	240.00
Grounds Attendant	11/22/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00
Janitorial Attendant	11/22/2015 09:00 AM - 05:00 PM	2.00 EA	19.50 HR	312.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50

Event Sales & Services

Event Coordinator	11/21/2015 09:00 AM - 10:00 PM	1.00 EA	40.00 HR	520.00
Event Coordinator	11/22/2015 09:00 AM - 05:00 PM	1.00 EA	40.00 HR	320.00

Safety & Security

Security Attendant - Overnight	11/20/2015 09:00 PM - 11/21/2015 06:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant	11/21/2015 09:30 AM - 11/21/2015 10:30 PM	3.00 EA	19.50 HR	760.50
Security Attendant - Overnight	11/21/2015 09:00 PM - 11/22/2015 06:00 AM	1.00 EA	19.50 HR	175.50
Security Attendant	11/22/2015 09:30 AM - 11/22/2015 05:30 PM	3.00 EA	19.50 HR	468.00

Parking

Set Up

Parking Attendant Lead	11/20/2015 10:00 AM - 07:00 PM	1.00 EA	30.00 HR	270.00
Parking Attendant	11/20/2015 10:00 AM - 07:00 PM	3.00 EA	19.50 HR	526.50

Outside Services

Emergency Medical Services	11/21/2015 09:30 AM - 10:30 PM	2.00 EA	20.00 HR	520.00
Emergency Medical Services	11/22/2015 09:30 AM - 05:30 PM	2.00 EA	20.00 HR	320.00
State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00

Total: 7,486.50

Summary

Facility Rental Total	\$16,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$11,776.50
Refundable Deposit	\$1,500.00

Grand Total: \$29,276.50

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	02/20/2015	\$1,000.00
Second Payment	08/20/2015	\$9,425.50
Third Payment	09/21/2015	\$9,425.50
Fourth Payment	10/20/2015	\$9,425.50

Total: \$29,276.50

Payment Total: \$29,276.50

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.

MAIN MALL FOOD VENDORS (GROUND SURFACE PREPARATION AND PROTECTION)

Food vendors must fully cover all Main Mall brick pavers and concrete ground surface under and around their food booths with self provided flame retardant tarp and venue provided treated wood to avoid damage from oil spills. Stains/damage as a result of failure to comply will result in additional cleaning fees. Used oil should only be discarded in the venue provided blue bin that is placed near location of food vendors.

OVATIONS

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

REVIEWED _____

DATE October 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 International Interior Design Association Southern California Chapter hereinafter, called the Rentor

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 13, 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:

NeoConnect 2015 Trade Show

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

\$9,927.50

- 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.

**International Interior Design Association
Southern California Chapter
1933 South Broadway, Suite 1024
Los Angeles, CA 90007**

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

By _____

By _____

Title: Lisa Van Niekerk, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: NeoConnect 2015
 Contact Person: Lisa Van Niekerk
 Event Date: 10/13/2015

Contract No: R-058-15
 Phone: (949) 482-8600
 Hours: 4:30 PM - 8:30 PM

Admission Price: Member: \$20.00 Non-Member: \$25.00 Student: \$5.00

Vehicle Parking Fee: Parking Buyout (*See Summary*)

Projected Attendance: 600

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Tuesday			
The Hangar	10/13/2015 04:30 PM - 08:30 PM	Event	3,200.00
-Move out must be completed by 11:59 PM on Tuesday - October 13, 2015 to avoid additional charges.			Total: 3,200.00

Estimated Equipment Fees				
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
5.5 MB Internet Connection	Estimate 1	1.00 EA	50.00 EA	50.00
Audio Mixer	Estimate 1	1.00 EA	35.00 EA	35.00
Dumpster	Estimate 7	7.00 EA	18.00 EA	126.00
Electrical Usage Rate	Estimate Only	1.00 EA	350.00 EVT	350.00
Portable Electronic Message Board	10/13/2015	2.00 EA	75.00 EA/DAY	150.00
Public Address System (<i>Per Building</i>)	10/13/2015	1.00 EA	75.00 EA/DAY	75.00
Sweeper (<i>In-House</i>)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Wi-Fi Open Connection	TBD	TBD EA	175.00 EA/DAY	TBD
Wireless Router	Estimate 1	1.00 EA	75.00 EVT	75.00
Total:				1,086.00

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 2 Hours	2.00 HR	19.50 HR	39.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Event Day				
Grounds Attendant Lead	10/13/2015 03:30 PM - 08:30 PM	1.00 EA	30.00 HR	150.00
Grounds Attendant	10/13/2015 03:30 PM - 08:30 PM	1.00 EA	19.50 HR	97.50
Janitorial Attendant	10/13/2015 03:30 PM - 08:30 PM	2.00 EA	19.50 HR	195.00
Clean Up				
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Janitorial Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Event Sales & Services				
Event Coordinator	10/13/2015 03:30 PM - 08:30 PM	1.00 EA	40.00 HR	200.00
Parking				
Set Up				
Parking Attendant Lead	Estimate 6 Hours	6.00 HR	30.00 HR	180.00
Parking Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00
Safety & Security				
Security Attendant	10/13/2015 04:00 PM - 09:00 PM	2.00 EA	19.50 HR	195.00
Technology				
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
Technology Attendant	TBD	TBD HR	37.50 HR	TBD
Total:				1,641.50

Summary

Facility Rental Total	\$3,200.00
Estimated Equipment, Reimbursable Personnel and Service Total	\$2,727.50
Parking Buyout (<i>Based on negotiated flat fee</i>)	\$2,500.00
Refundable Deposit	\$1,500.00

EXHIBIT A

Event Information

Grand Total: \$9,927.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/13/2015	\$1,500.00
Second Payment	07/13/2015	\$2,809.50
Third Payment	08/13/2015	\$2,809.00
Fourth Payment	09/14/2015	\$2,809.00

Total: \$9,927.50

Payment Total: \$9,927.50

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.

OYATIONS

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

PAYMENT

Payment due includes estimated personnel and equipment usage based upon NeoConnect 2014 activity. Summary of actual usage will be furnished to IIDA Southern California Chapter. Any personnel and equipment not used for the event or used in excess of estimates will be refunded or charged accordingly within three (3) weeks of event conclusion.

REVIEWED _____

APPROVED _____

DATE October 14, 2015

FAIRTIME

INTERIM XX

RENTAL AGREEMENT

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

WITNESSETH:

- 1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 21, 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:

NMUSD College and Career Night

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

\$11,977.75

- 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.

**Newport Mesa Unified School District
2985-A Bear Street
Costa Mesa, CA 92626**

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

By _____

By _____

Title: Dr. Frederick Navarro, Superintendent

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: NMUSD College and Career Night
 Contact Person: Anne Younglove
 Event Dates: 10/21/2015

Contract No: R-075-15
 Phone: (714) 424-5044
 Hours: 6:30 PM - 9:00 PM

Vehicle Parking Fee: Parking Buyout (*See Summary*)

Projected Attendance: 1,500

Facility and/or Area Fees		Facility Rental Fees		Activity	Actual
	Date-Time				
Wednesday					
Costa Mesa Building (#10)	10/21/15 06:30 PM - 09:00 PM			Event	4,000.00
Total:					4,000.00

Estimated Equipment Fees					
Description	Date-Time	Units	Rate	Actual	
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00	
Electrical Usage Rate	Estimate Only	1.00 EA	200.00 EVT	200.00	
Forklift	TBD	TBD HR	75.00 HR	TBD	
Marquee Board (7 Consecutive Days)	10/15/2015 - 10/21/2015	1.00 WK	450.00 WK	450.00	
Portable Electronic Message Board	10/21/2015	2.00 EA	75.00 EA/DAY	150.00	
Scissor Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00	
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00	
Trussing Unit	TBD	TBD EA	150.00 EA	TBD	
Total:					1,229.00

Reimbursable Personnel Fees					
Description	Date-Time	Units	Rate	Actual	
Event Operations					
Set Up					
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00	
Grounds Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00	
Event Day					
Grounds Attendant Lead	10/21/2015 4:00 PM - 09:00 PM	1.00 EA	30.00 HR	150.00	
Grounds Attendant	10/21/2015 5:30 PM - 09:00 PM	1.00 EA	19.50 HR	68.25	
Janitorial Attendant	10/21/2015 4:00 PM - 09:00 PM	2.00 EA	19.50 HR	195.00	
Clean Up					
Grounds Attendant Lead	Estimate 1 Hour	1.00 HR	30.00 HR	30.00	
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50	
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00	
Event Sales & Services					
Event Coordinator	10/21/2015 5:30 PM - 09:00 PM	1.00 EA	40.00 HR	140.00	
Total:					848.75

Summary		
Facility Rental Total		\$4,000.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$2,077.75
Parking Buyout (700 vehicles at \$7.00 each)		\$4,900.00
Refundable Deposit		\$1,000.00

Grand Total: \$11,977.75

Payment Schedule		
	Due Date	Amount
First Payment	04/21/2015	\$1,000.00
Second Payment	07/21/2015	\$3,659.25
Third Payment	08/21/2015	\$3,659.25
Fourth Payment	09/21/2015	\$3,659.25

Total: \$11,977.75

Payment Total: \$11,977.75

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

EXHIBIT A

Event Information

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

OVATIONS

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



REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

October 4 - 8, 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:

Hyundai Ride & Drive

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

\$41,176.50

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

GP Sandy
7777 Center Avenue, Suite 550
Huntington Beach, CA 92647

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

By _____

By _____

Title: David Gugala, Senior Vice President

Title: Michele Richards, Chief Business Development Officer

EXHIBIT A

Event Information

Event Name: Hyundai Ride & Drive
 Contact Person: Laura Johnson
 Event Dates: 10/05/2015 - 10/08/2015

Contract No: R-144-15
 Phone: (908) 625-6671
 Hours: Monday: 8:00 AM - 5:00 PM
 Tuesday: 8:00 AM - 5:00 PM
 Wednesday: 8:00 AM - 5:00 PM
 Thursday: 8:00 AM - 5:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 480

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Sunday			
Festival Fields - Asphalt	10/04/2015 08:00 AM - 09:00 PM	Move In	1,600.00
Huntington Beach Building (#12)	10/04/2015 08:00 AM - 09:00 PM	Move In	1,500.00
½ Lot I	10/04/2015 07:00 PM - 09:00 PM	Move In	No Charge
Monday			
Festival Fields - Asphalt	10/05/2015 08:00 AM - 05:00 PM	Event	3,200.00
Huntington Beach Building (#12)	10/05/2015 08:00 AM - 05:00 PM	Event	3,000.00
½ Lot I	10/05/2015 08:00 AM - 05:00 PM	Event	850.00
Tuesday			
Festival Fields - Asphalt	10/06/2015 08:00 AM - 05:00 PM	Event	3,200.00
Huntington Beach Building (#12)	10/06/2015 08:00 AM - 05:00 PM	Event	3,000.00
½ Lot I	10/06/2015 08:00 AM - 05:00 PM	Event	850.00
Wednesday			
Festival Fields - Asphalt	10/07/2015 08:00 AM - 05:00 PM	Event	3,200.00
Huntington Beach Building (#12)	10/07/2015 08:00 AM - 05:00 PM	Event	3,000.00
½ Lot I	10/07/2015 08:00 AM - 05:00 PM	Event	850.00
Thursday			
Festival Fields - Asphalt	10/08/2015 08:00 AM - 05:00 PM	Event	3,200.00
Huntington Beach Building (#12)	10/08/2015 08:00 AM - 05:00 PM	Event	3,000.00
½ Lot I	10/08/2015 08:00 AM - 05:00 PM	Event	850.00

-Move out must be completed by 11:59 PM on Thursday - October 8, 2015 to avoid additional charges.

Total: 31,300.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic IP	TBD	TBD EA	175.00 EVT	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	TBD
Dumpster	Estimate 4	4.00 EA	18.00 EA	72.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Forklift	TBD	TBD EA	75.00 HR	TBD
Portable Electronic Message Board	10/05/2015 - 10/08/2015	2.00 EA	75.00 EA/DAY	600.00
Scissor Lift (Electrical)	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Internet Router	TBD	TBD EA	75.00 EVT	TBD

Total: 2,022.00

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 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50

EXHIBIT A

Event Information

Event Day				
Janitorial Attendant	10/05/2015 Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	10/06/2015 Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	10/07/2015 Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	10/08/2015 Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Clean Up				
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50
Parking				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Safety & Security				
Security Attendant - Overnight	10/04/2015 09:00 PM - 10/05/2015 07:00 AM	1.00 EA	19.50 HR	195.00
Security Attendant - Overnight	10/05/2015 06:00 PM - 10/06/2015 07:00 AM	1.00 EA	19.50 HR	253.50
Security Attendant - Overnight	10/06/2015 06:00 PM - 10/07/2015 07:00 AM	1.00 EA	19.50 HR	253.50
Security Attendant - Overnight (Huntington Beach Building Only)	10/07/2015 06:00 PM - 10/08/2015 07:00 AM	1.00 EA	19.50 HR	253.50
Outside Services				
Emergency Medical Services	10/05/2015 07:30 AM - 10/05/2015 05:30 PM	1.00 EA	20.00 HR	200.00
Emergency Medical Services	10/06/2015 07:30 AM - 10/06/2015 05:30 PM	1.00 EA	20.00 HR	200.00
Emergency Medical Services	10/07/2015 07:30 AM - 10/07/2015 05:30 PM	1.00 EA	20.00 HR	200.00
Emergency Medical Services	10/08/2015 07:30 AM - 10/08/2015 05:30 PM	1.00 EA	20.00 HR	200.00

Total: 3,494.50

Summary

Facility Rental Total	\$31,300.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$5,516.50
Parking Buyout (480 vehicles at \$7.00 each)	\$3,360.00
Refundable Deposit	\$1,000.00

Grand Total: \$41,176.50

Payment Schedule

First Payment	<u>Due Date</u>	<u>Amount</u>
	09/04/2015	\$41,176.50

Total: \$41,176.50

Payment Total: \$41,176.50

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.

OVATIONS dba SPECTRA

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

REVIEWED _____

DATE October 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 Vagabondias hereinafter, called the Rentor

WITNESSETH:

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

November 13 - 15, 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:

Vagabondias - Trailer Rally

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

\$25.00 per unit per night includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit per night minus \$25.00 deposit, due to the Safety & Security Department on or before November 15, 2015. All campers must provide proof of insurance on or before November 13, 2015.

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

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

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

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

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

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

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

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

13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**

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

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

**Vagabondias
8237 Bircherest Road
Downey, CA 90240**

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

By _____

By _____

Title: Nancy Anna, Wagon Master

Title: Kathy Kramer, Chief Executive Officer

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

November 11 - 15, 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:

Trilogy RVers - Trailer Rally

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

\$25.00 per unit per night includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit per night minus \$25.00 deposit, due to the Safety & Security Department on or before November 15, 2015. All campers must provide proof of insurance on or before November 11, 2015.

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.

Trilogy RVers
24572 Gleneagles Drive
Corona, CA 92883

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

By _____

By _____

Title: Bill Hayes, Wagon Master

Title: Kathy Kramer, Chief Executive Officer

REVIEWED _____

DATE **October 15, 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 **Research Design Specialists** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from
September 28 - October 3, 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:

RDS - Automotive Market Research

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

\$23,788.00

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.

Research Design Specialists
5552 Cerritos Avenue, Suite K
Cypress, CA 90630

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

By _____

By _____

Title: **Michael Arroyo, Project Manager**Title: **Kathy Kramer, Chief Executive Officer**

EXHIBIT A

Event Information

Event Name: RDS - Automotive Market Research
 Contact Person: Michael Arroyo
 Event Dates: 09/30/2015 - 10/03/2015

Contract No: R-147-15
 Phone: (714) 527-0606
 Hours: 08:00 AM - 09:00 PM

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 100 Per Day

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Monday			
The Hangar	09/28/2015 09:00 AM - 08:00 PM	Move In	1,600.00
Tuesday			
The Hangar	09/29/2015 09:00 AM - 10:00 PM	Move In	1,600.00
Wednesday			
The Hangar	09/30/2015 08:00 AM - 09:00 PM	Event	3,200.00
Thursday			
The Hangar	10/01/2015 08:00 AM - 09:00 PM	Event	3,200.00
Friday			
The Hangar	10/02/2015 08:00 AM - 09:00 PM	Event	3,200.00
Saturday			
The Hangar	10/03/2015 08:00 AM - 09:00 PM	Event / Move Out	3,200.00
- Move out must be completed by 11:59 PM on Saturday - October 3, 2015 to avoid additional charges.			Total: 16,000.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Dynamic IP	09/30/2015 - 10/03/2015	1.00 EA	125.00 EA/DAY	500.00
Barricade	TBD	TBD EA	15.00 EA	TBD
Chair	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 5	5.00 EA	18.00 EA	90.00
Electrical Splitter Box	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	1,200.00 EVT	1,200.00
Man Lift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen	TBD	TBD EA	300.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Wireless Router	Estimate 1	1.00 EA	75.00 EA	75.00
			Total:	2,165.00

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 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	TBD	TBD HR	47.50 HR	TBD
Event Day				
Janitorial Attendant	09/30/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	09/30/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/01/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/01/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/02/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/02/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/03/2015 Estimate 4 Hours in the AM	2.00 EA	19.50 HR	156.00
Janitorial Attendant	10/03/2015 Estimate 4 Hours in the PM	2.00 EA	19.50 HR	156.00

EXHIBIT A

Event Information

Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	TBD	TBD HR	47.50 HR	TBD
Technology				
Technology Attendant	TBD	TBD HR	37.50 HR	TBD
Outside Services				
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 HR	263.00 HR	263.00
Total:				1,823.00

Summary

Facility Rental Total	\$16,000.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,988.00
Parking Buyout (<i>Based on 100 Cars Per Day</i>)	\$2,800.00
Refundable Deposit	\$1,000.00
Payment Total: \$23,788.00	

Payment Schedule

Payment Schedule		Due Date	Amount
First Payment		PAID - 09/10/2015	\$23,698.00
Second Payment		09/14/2015	\$90.00
		Total:	\$23,788.00
		Payment Total:	\$23,788.00

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

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

OVATIONS dba SPECTRA

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

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.

REVIEWED _____

DATE October 15, 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 Travel Bees hereinafter, called the Rentor

WITNESSETH:

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

November 20 - 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:

Travel Bees - Trailer Rally

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

\$25.00 per unit per night includes water and electric, less \$25.00 deposit remitted with this agreement. Balance of \$25.00 per unit per night minus \$25.00 deposit, due to the Safety & Security Department on or before November 22, 2015. All campers must provide proof of insurance on or before November 20, 2015.

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.

Travel Bees
6139 Coldbrook Avenue
Lakewood, CA 90713

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

By _____

By _____

Title: Patty Larson, Wagon Master

Title: Kathy Kramer, Chief Executive Officer

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

December 4 - 7, 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:

Big Bite Sugar Rush

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

\$17,841.00

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, 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.

**Absolute Event Solutions
2080 North Tustin Avenue, Suite A
Santa Ana, California 92705**

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

By _____

By _____

Title: Mark Entner, Chief Executive Officer

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: Big Bite Sugar Rush
 Contact Person: Mark Entner
 Event Date: 12/05/2015 - 12/06/2015

Contract No: R-149-15
 Phone: (949) 514-9659
 Hours: VIP: 11:00 AM - 12:00 PM
 GA: 12:00 PM - 5:00 PM

Admission Price: Adult: \$20.00 VIP: \$50.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 3,000

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday			
The Hangar	12/04/2015 12:00 PM - 10:00 PM	Move In	1,066.00
Saturday			
The Hangar	12/05/2015 11:00 AM - 05:00 PM	Event	3,200.00
Sunday			
The Hangar	12/06/2015 11:00 AM - 05:00 PM	Event	3,200.00
Monday			
The Hangar	12/07/2015 07:00 AM - 12:00 PM	Move Out	No Charge
-Move out must be completed by 12:00 Noon on Monday - December 7, 2015 to avoid additional charges.			Total: 7,466.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
17.5 MB Internet - Static IP	12/05/2015 - 12/06/2015	1.00 EA	175.00 EA/DAY	TBD
40 Yard Dumpster	TBD	TBD EA	132.87 EA	TBD
50 Amp	TBD	TBD EA	70.00 EA	TBD
100 Amp	TBD	TBD EA	180.00 EA	TBD
200 Amp	TBD	TBD EA	360.00 EA	TBD
400 Amp	TBD	TBD EA	720.00 EA	TBD
Barricade (Metal/Plastic)	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box	Estimate 10	10.00 EA	55.00 EA	550.00
Electrical Usage Rate	Estimate Only	1.00 EA	800.00 EVT	800.00
Forklift	TBD	TBD HR	75.00 HR	TBD
Hang Tag - 2 Day	Estimate 200	200.00 EA	8.00 EA	1,600.00
Man Lift	TBD	TBD HR	75.00 HR	TBD
Marquee Board	11/30/2015 - 12/06/2015	1.00 WK	450.00 WK	450.00
Picnic Table (Round or Rectangle)	TBD	TBD EA	15.00 EA	TBD
Portable Electronic Message Board	12/05/2015 - 12/06/2015	2.00 EA	75.00 EA/DAY	300.00
Projector (12,000 Lumens)	TBD	TBD EA	3,000.00 EA/DAY	TBD
Projector Screen	TBD	TBD EA	300.00 EA/DAY	TBD
Public Address System (Per Building)	TBD	TBD EA	75.00 EA/DAY	TBD
Scissor Lift	TBD	TBD HR	75.00 HR	TBD
Sweeper (In House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Tonnage Weight (40 Yard Dumpster)	TBD	TBD TON	49.44 TON	TBD
Umbrella w/Stand	TBD	TBD EA	15.00 EA	TBD
Wireless Microphone	TBD	TBD EA	50.00 EA/DAY	TBD
Wireless Internet Router	TBD	TBD EA	75.00 EA/DAY	TBD
			Total:	4,285.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00
Grounds Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Janitorial Attendant	Estimate 8 Hours	8.00 EA	19.50 HR	156.00
Electrician	Estimate 2 Hours	2.00 HR	47.50 HR	95.00
Plumber	TBD	TBD HR	47.50 HR	TBD

EXHIBIT A

Event Information

Event Day					
Grounds Attendant Lead	12/05/2015 10:00 AM - 05:30 PM	1.00 EA	30.00 HR	225.00	
Grounds Attendant	12/05/2015 10:00 AM - 05:30 PM	1.00 EA	19.50 HR	146.25	
Janitorial Attendant	12/05/2015 10:00 AM - 05:30 PM	2.00 EA	19.50 HR	292.50	
Electrician	TBD	TBD EA	47.50 HR	TBD	
Plumber	TBD	TBD EA	47.50 HR	TBD	
Grounds Attendant Lead	12/06/2015 10:00 AM - 05:30 PM	1.00 EA	30.00 HR	225.00	
Grounds Attendant	12/06/2015 10:00 AM - 05:30 PM	1.00 EA	19.50 HR	146.25	
Janitorial Attendant	12/06/2015 10:00 AM - 05:30 PM	2.00 EA	19.50 HR	292.50	
Electrician	TBD	TBD EA	47.50 HR	TBD	
Plumber	TBD	TBD EA	47.50 HR	TBD	
Clean Up					
Grounds Attendant Lead	Estimate 4 Hours	4.00 HR	30.00 HR	120.00	
Grounds Attendant	Estimate 12 Hours	12.00 HR	19.50 HR	234.00	
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00	
Electrician	Estimate 1 Hour	1.00 HR	47.50 HR	47.50	
Plumber	TBD	TBD HR	47.50 HR	TBD	
Event Sales & Services					
Event Coordinator	12/05/2015 10:00 AM - 05:30 PM	1.00 EA	40.00 HR	300.00	
Event Coordinator	12/06/2015 10:00 AM - 05:30 PM	1.00 EA	40.00 HR	300.00	
Parking					
Set Up					
Parking Attendant Lead	12/04/2015 Estimate 8 Hours	8.00 HR	30.00 HR	240.00	
Parking Attendant	12/04/2015 Estimate 16 Hours	16.00 HR	19.50 HR	312.00	
Technology					
Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	TBD EA	100.00 EVT	TBD	
Technology Attendant	Estimate 2 Hours (<i>Internet</i>)	TBD HR	37.50 HR	TBD	
Outside Service					
State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	2.00 HR	263.00 HR	526.00	
				Total:	4,090.00

Summary

Facility Rental Total	\$7,466.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,375.00
Refundable Deposit	\$2,000.00
Grand Total:	\$17,841.00

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/11/2015	\$1,000.00
Second Payment	10/02/2015	\$8,420.50
Third Payment	11/04/2015	\$8,420.50
Total:		\$17,841.00
Payment Total:		\$17,841.00

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.*

CANOPIES / TENTS

Canopies and tents are **not permitted** inside OCFEC buildings or breezeways per the State Fire Marshall.

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

Absolute Event Solutions (Big Bite Sugar Rush) agrees to pay \$50.00 per food vendor and \$50.00 per food truck, per weekend, to Spectra no later than December 4, 2015. A complete food & beverage vendor list must be provided to Spectra with submittal of associated fees. The General Manager of Spectra will do a walk through with Absolute Event Solutions to determine which vendors will be charged.

HEALTH DEPARTMENT

Absolute Event Solutions (Big Bite Sugar Rush) agrees to be the Health Department coordinator for all food & beverage vendors at Big Bite Sugar Rush event.

OVATIONS FOOD SERVICES, LP DBA SPECTRA

All Absolute Event Solutions (Big Bite Sugar Rush) event food and beverage service plans must be discussed and mutually agreed upon with Spectra, the OCFEC Master Concessionaire.

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.

SOUND

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Absolute Event Solutions (Big Bite Sugar Rush) must comply with request.

REVIEWED _____

APPROVED _____

RENTAL AGREEMENT

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

WITNESSETH:

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

May 7 - 8, 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:

Mason-Cheever Wedding

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

\$5,328.00

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, 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.

Kristen Cheever
12552 Fieldstone Lane, #97
Garden Grove, CA 92845

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

By _____

By _____

Title: Kristen Cheever, Bride

Title: Kathy Kramer, Chief Executive Officer

EXHIBIT A

Event Information

Event Name: Mason-Cheever Wedding
 Contact Person: Kristen Cheever
 Event Date: 05/07/2016

Contract No: R-023-16
 Phone: (714) 402-9135
 Hours: 5:00 PM - 12:00 AM

Vehicle Parking Fee: Private Event (No Parking Fee)

Projected Attendance: 150

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
Millennium Barn	05/07/2016 12:00 PM - 05:00 PM	Move In	No Charge
Millennium Barn	05/07/2016 05:00 PM - 12:00 AM	Event	900.00
Silo Building (Bridal Suite)	05/07/2016 09:00 AM - 12:00 AM	Event	300.00
Sunday			
Millennium Barn	05/08/2016 06:00 AM - 09:00 AM	Move Out	No Charge

-Move out must be completed by 9:00 AM on Sunday - May 08, 2016 to avoid additional charges. **Total: 1,200.00**

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Barricade	TBD	TBD EA	15.00 EA	TBD
Dumpster	Estimate 1	1.00 EA	18.00 EA	18.00
Electrical Usage Rate	Estimate Only	1.00 EA	250.00 EVT	250.00
Forklift (Bleachers & Straw Bale)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Man Lift (For Lights)	Estimate 5 Hours	5.00 HR	75.00 HR	375.00
Straw Bale	Estimate 5	5.00 EA	5.00 EA	25.00
Sweeper (In-House)	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Total:				1,193.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 10 Hours	10.00 HR	30.00 HR	300.00
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	05/07/2016 04:00 PM - 12:00 AM	1.00 EA	30.00 HR	240.00
Janitorial Attendant	05/07/2016 04:00 PM - 12:00 AM	2.00 EA	20.00 HR	320.00
Clean Up				
Grounds Attendant	Estimate 10 Hours	10.00 HR	20.00 HR	200.00
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 Sales & Services				
Event Coordinator	05/07/2016 04:00 PM - 12:00 PM	1.00 EA	40.00 HR	320.00
Safety and Security				
Security Attendant	05/07/2016 04:30 PM - 12:30 AM	3.00 EA	20.00 HR	480.00
Insurance				
S.E.L.I. Insurance	05/07/2016	1.00 EA	95.00 DAY	95.00
<i>Due to S.E.L.I. coverage expiration, move out must be completed by 9:00 AM on Sunday - May 08, 2016.</i>				
Total:				2,135.00

Summary

Facility Rental Total	\$1,200.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,328.00
Refundable Deposit	\$800.00
Grand Total:	\$5,328.00

EXHIBIT A

Event Information

Payment Schedule

<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment - <i>Deposit to Hold Date</i>	09/18/2015	\$500.00
Second Payment	11/06/2015	\$1,610.00
Third Payment	02/08/2016	\$1,609.00
Fourth Payment	04/07/2016	\$1,609.00
	Total:	\$5,328.00
	Payment Total:	\$5,328.00

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.

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

SOUND ORDINANCE

Per City Ordinance, loud noise is not permitted between the hours of 9:00 PM to 8:00 AM. Please refer to Exhibit E. Should the Event Coordinator request that the volume of music, sound or noise be lowered or turned off, Michael Masou and Kristen Cheever Wedding must comply with request. All amplified music/sound must end by 10:00 PM on Saturday.

OVATIONS dba SPECTRA

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

Title: Kristen Cheever, Bride

Title: Kathy Kramer, Chief Executive Officer

**OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
As of September 30, 2015**

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	C0732X.454	02/01/12	Main Mall Renovation	Sanders Construction	\$3,402,000.00
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03213031/B, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03215024	05/29/15	Pac Amp Seat Replacement - Solicitation of Bids	CFFA	\$7,100.00
New					
Revision/Amendment					

New Joint Powers Authority Agreements

September 2015

Joint Powers Authority

Invoices Paid in September 2015



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Payment Authorization

Date: 08/17/2015 Amount: \$11,905.42

Vendor Name: CFFA

Invoice No.: 1739

Invoice Date: 8/17/2015

Project No.: 03213031

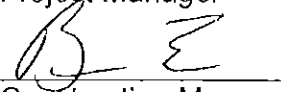
Project Name: Pac Amp Renovation Ph II

Fair Name: OC Fair & Event Center

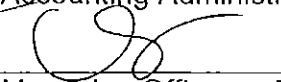
Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSULTATION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1739
Invoice Date: 8/17/2015
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 Direct Costs - 7/2015	11,905.42
	\$11,905.42

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$11,905.42
Sales Tax: 0.00
Invoice Total: \$11,905.42

General Ledger Detail

Current Period 07 (7/1/2015 - 7/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Wednesday, August 05, 2015 4:32:25PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
642-032-03213031-A Printing-Projects, 032, Pac Amp Phase II							429.94
7/23/2015	Summarized AP Invoices	Invoices	AP-Invoice		53.17		
7/23/2015	American Reprographics Company	Invoice: 1239897	PAC AMP - Precision Engineering Layout				53.17
642-032-03213031-A Net:					53.17	0.00	
651-032-03213031-A Legal, 032, Pac Amp Phase II ,							
7/1/2015	Summarized AP Invoices	Invoices	AP-Invoice		6,447.20		
5/31/2015	Miller & Owen	Invoice: 13157	Legal Services 5/1-5/21, Public Records R. Mundekis				150.00
4/8/2015	Orbach Huff Suarez & Henderson LLP	Invoice: 70462	Professional Services 3/1-3/31, Professional Services 3/1-3/31				6,297.20
7/6/2015	Summarized AP Invoices	Invoices	AP-Invoice		2,622.00		
7/6/2015	Orbach Huff Suarez & Henderson LLP	Invoice: 70846	Professional Services 6/1-6/30, Professional Services 6/1-6/30				2,622.00
651-032-03213031-A Net:					9,069.20	0.00	
664-032-03213031-A Travel-projects, 032, Pac Amp Phase II ,							
7/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		2,783.05		
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Best Western - Eubanks				266.38
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Sac Airport Parking - Eubanks				51.00
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Sac Airport Parking 6/19 Freese				85.00
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Best Western - 6/19 Freese				532.76
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Best Western - 6/19 Freese				5.00
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Flight Santa Ana - 6/25- Freese				482.00
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Flight Santa Ana - 6/30- Freese				444.00
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Fuel - 7/03 - Freese				24.71
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Best Western - 7/03 - Freese				432.87
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Sac Airport Parking - 7/03 - Freese				68.00
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Best Western - 7/17 - Freese				166.49
7/20/2015	West America Bank	Invoice: 7202015	West America July 2015 Statement, OC - Alamo Rental - Freese				224.81
664-032-03213031-A Net:					2,783.05	0.00	

Total
11,905.42



801 Broadway
SACRAMENTO, CA 95818
916-443-1322

INVOICE NO. 1239897

INVOICE DATE 07/23/15

WORK ORDER# P870785

SOLD TO:

Cust# 6474
California Fairs Services Authority
1776 Tribute Road Ste. 100
Sacramento, CA 95815

SHIP TO:

Cust# 6474
ATTN: David Freese
California Fairs Services Authority
1776 Tribute Road Ste. 100
Sacramento, CA 95815

JOB DUE: 07/22/15 at 01:00PM

Will Call

CONTACT David Freese/California Fairs Serv		PHONE 916-263-6178	PURCHASE ORDER#			SALES REP RANDALL ABBOTT			
JOB#		JOB NAME 13-114A Pacific Amphitheater			BILLER Patty Lira			LOC 024	
OP CODE	DESCRIPTION	NO OF ORIGINALS	COPIES	SIZE	TOTAL UNITS	UNIT PRICE	AMOUNT		
6121	DIGITAL SETUP/EPLOT FULLSIZE	1	1		1	EA	2.20		
2200.03	SMART COLOR - LINE GRAPHICS	1	2	30x42	18	SF	46.80		

Precision Engineering layout
ok to pay
8/4/15
OK TO PAY
DE 8-4-15

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

For Account Inquiries and Payment Information, please call Elizabeth Garcia at 415-537-2222

SUB TOTAL	DISCOUNT	SALES TAX	TOTAL	DEPOSIT	BALANCE DUE
49.00		4.17	53.17		53.17

Invoices undisputed for 45 days are final.

TERMS: Net 30 Days

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

870785

Miller & Owen
428 J Street, Suite 400
Sacramento, CA 95814
(916) 447-7933

Review *[Signature]*
Approved *[Signature]*
OK JOP
BZ 7-9-15

May 31, 2015

CFPA

c/o Becky Bailey-Findley
1776 Tribute Road, Suite 100
Sacramento, CA 95815

In the matter of:

Our file number: CF960

Invoice Number: 30636

FEE TRANSACTIONS

Hours Amount

05/06/15 CEL

0.60 150.00 ✓

ORBACH HUFF SUAREZ & HENDERSON LLP

1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA 95815

April 8, 2015

Attention: David Freese

Inv #: 70462

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
03-02-15	1597		2.80	\$230.00	644.00

o/c

03-03-15	1597		3.50	\$230.00	805.00
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o/c

03-04-15 1597 2.20 \$230.00 506.00

o/c

03-05-15 1597 0.80 \$230.00 184.00

o/c

03-06-15 1597 0.70 \$230.00 161.00

o/c

03-09-15 1597 1.80 \$230.00 414.00

o/c

03-10-15 1597 3.30 \$230.00 759.00

o/c

03-11-15	1580	1.80	\$230.00	414.00
			<i>O/C</i>	
	1597	2.30	\$230.00	529.00
			<i>O/C</i>	
03-12-15	1597	1.80	\$230.00	414.00
			<i>O/C</i>	
03-13-15	1597	0.80	\$230.00	184.00
			<i>O/C</i>	
03-16-15	1597	0.20	\$230.00	46.00
		<i>O/C</i>		<i>50%</i>
03-17-15	1597	1.70	\$230.00	391.00
			<i>O/C</i>	
03-18-15	1597	1.50	\$230.00	345.00
			<i>O/C</i>	

03-19-15	1597	0.40	\$230.00	92.00
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O/C

03-26-15	1597	0.20	\$230.00	46.00
----------	------	------	----------	-------

O/C

Totals

25.80	\$5,934.00
-------	------------

-23.00

5,911.00

346.20 ✓

DISBURSEMENTS

Mar-31-15 Out-of-town travel K. Cook airfare regarding meeting 2/26/15.

Photocopies 26 @ 0.25

Photocopies 108 @ 0.25

Photocopies 17 @ 0.25

Photocopies 9 @ 0.25

6.50

27.00

4.25

2.25

Totals

\$386.20

Total Fees and Disbursements

TAX ID Number 95-4655650

6,297.20

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1580	Fabiola Rivera	1.80	\$230.00	\$414.00
1597	Kimble Cook	24.00	\$230.00	\$5,520.00

OK To pay 7-27-15
[Signature]

Español 



FLIGHT | HOTEL | CAR | SPECIAL OFFERS | RAPID REWARDS 

Southwest
Thank you for your purchase!

4520.01

Oakland, CA - OAK to Orange County/Santa Ana, CA - SNA

Air
Confirmation #8TN4X9
Oakland, CA - OAK to Orange County/Santa Ana, CA - SNA Thursday, February 26, 2015
Air Total: \$346.20

Amount Paid
\$346.20

4/2 

Trip Total
\$346.20

FEB 26
THU **02/26/15 - Orange County**

AIR
Oakland, CA - OAK to Orange County/Santa Ana, CA - SNA
02/26/2015
Confirmation #
8TN4X9

Adult Passenger(s) **Rapid Rewards #**
KIMBLE COOK **00020061605971**
Subscribe to Flight Status Messaging

DEPART FEB 26 THU	07:05 AM Depart Oakland, CA (OAK) on Southwest Airlines	Flight #4403 Southwest	Thursday, February 26, 2015
	08:30 AM Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away
RETURN FEB 26 THU	05:00 PM Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #3031 Southwest	Thursday, February 26, 2015
	06:25 PM Arrive in Oakland, CA (OAK)	WiFi available	Travel Time 1 h 25 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	OAK-SNA	Wanna Get Away Excluded Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (not transferable - no name changes allowed) Non-refundable unless purchased with Points 	1	\$173.10
Return	SNA-OAK	Wanna Get Away Excluded Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (not transferable - no name changes allowed) Non-refundable unless purchased with Points 	1	\$173.10

Enroll in Rapid Rewards and earn at least 1774 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$346.20**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: first and second bags are free, size and weight limits apply.

Bag Charge **\$0.00**

All Total:
\$346.20

Gov't taxes & fees now included

Purchaser Name **Tessa Hicks** Billing Address **1901 Avenue of the Stars Suite 575
Los Angeles, CA US 90067**

Form of Payment	Amount Applied
Visa - XXXXXXXXXXX-3630	\$346.20

Amount Paid
\$346.20

Trip Total
\$346.20

ORBACH HUFF SUAREZ & HENDERSON LLP

1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA 95815

July 6, 2015

Attention: David Freese

Inv #: 70846

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
06-02-15	1597		2.20	\$230.00	506.00
			<i>OK</i>	<i>O/C</i>	
06-08-15	1597		1.20	\$230.00	276.00
				<i>O/C</i>	
06-09-15	1597		0.80	\$230.00	184.00
				<i>O/C</i>	
06-10-15	1597		0.30	\$230.00	69.00
				<i>O/C</i>	
06-15-15	1597		1.20	\$230.00	276.00
				<i>O/C</i>	
06-17-15	1597		1.10	\$230.00	253.00
				<i>O/C</i>	

Invoice #: 70846

Page 2

July 6, 2015

06-18-15	1597	1.80	\$230.00	414.00
----------	------	------	----------	--------

OK

06-22-15	1597	2.80	\$230.00	644.00
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OK

Totals		<u>11.40</u>		<u>\$2,622.00</u>
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Total Fees and Disbursements				<u>\$2,622.00</u> ✓
------------------------------	--	--	--	---------------------

TAX ID Number 95-4655650

Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	11.40	\$230.00	\$2,622.00

*OK TO PAY
Bm 7-24-15*

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

(949) 650-3020

05417@hotel.bestwestern.com

C/O 06/19/2015 07:15 AM DEPALM
Loyalty Club: 6006637391147204

Diamond

Room # 212-A

Conf # 94904
Arrival 06/17/15
Departure 06/19/15Room Type B5-Business ~
Guests 2 / 0Payment Visa/Master
Acct XXXX-XXXX-XXXX-1737Registered To:
Eubanks, Bryan
BW-REGULAR GUESTS
3431 Cantelow Rd
Vacaville, CA 95688

(000) 000-0000

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/17/15	DEPAL	RC	ROOM CHARGE			\$119.99
06/17/15	DEPAL	9	ROOM TAX			\$9.60
06/17/15	DEPAL	91	CITY BIA			\$3.60
06/18/15	DEPAL	RC	ROOM CHARGE			\$119.99
06/18/15	DEPAL	9	ROOM TAX			\$9.60
06/18/15	DEPAL	91	CITY BIA			\$3.60
06/19/15	DEPAL	VS	PAYMENT VISA/MC		1737 - 027113	\$266.38

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

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

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Signature _____

Eubanks 0c

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX1737

Card Type : Visa

Authorization Code : 919144

Cashier : 0 Seq # 26081

License Plate : NOPLATE

Ent : 07:48 06/17/15 Lane 37

Exit: 17:44 06/19/15 Lane 64

Duration: 2D(s) 9H(s) 56M(s)

Rate Code: 36 Shift: 180

FEE	\$	51,00
AMOUNT TEND	\$	51,00
CASH	\$	0,00
CREDIT CARD	\$	51,00
CHECK	\$	0,00
CHANGE	\$	0,00

PAID AT CT \$ 51,00

Taxes Included

*** Start Calculation Details ***

3 Day(s) @\$17,00 = \$51,00

*** End Calculation Details ***

*** Thank You ***

00

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0686
Card Type : Visa
Authorization Code : 919164

Cashier : 0 Seq # 31590
License Plate : NOPLATE
Ent : 05:30 06/15/15 Lane 37
Exit: 17:46 06/19/15 Lane 68
Duration: 4D(s) 12H(s) 16M(s)
Rate Code: 36 Shift: 091

FEE	\$	85,00
AMOUNT TEND	\$	85,00
CASH	\$	0,00
CREDIT CARD	\$	85,00
CHECK	\$	0,00
CHANGE	\$	0,00

PAID AT CT \$ 85,00
Taxes Included

*** Start Calculation Details ***
5 Day(s) @ \$17,00 = \$85,00

*** End Calculation Details ***

*** Thank You ***

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



PLUS

(949) 650-3020

05417@hotel.bestwestern.com

C/O 06/19/2015 04:35 PM naj
Loyalty Club: 6006637310286679

Platinum

Room # 309-A

Conf # 94910
Arrival 06/15/15
Departure 06/19/15

Room Type QQZ-QQ-Business-
Guests 2 / 0

Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686

Registered To:
Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/15/15	khaled	RC	ROOM CHARGE			\$119.99
06/15/15	khaled	9	ROOM TAX			\$9.60
06/15/15	khaled	91	CITY BIA			\$3.60
06/16/15	khaled	RC	ROOM CHARGE			\$119.99
06/16/15	khaled	9	ROOM TAX			\$9.60
06/16/15	khaled	91	CITY BIA			\$3.60
06/17/15	Josie	GIFT	GIFT SHOP	309-B	snacks	\$5.00
06/17/15	DEPAL	RC	ROOM CHARGE			\$119.99
06/17/15	DEPAL	9	ROOM TAX			\$9.60
06/17/15	DEPAL	91	CITY BIA			\$3.60
06/18/15	DEPAL	RC	ROOM CHARGE			\$119.99
06/18/15	DEPAL	9	ROOM TAX			\$9.60
06/18/15	DEPAL	91	CITY BIA			\$3.60
06/19/15	edris	VS	PAYMENT VISA/MC		0686 - 315143	\$532.76-
06/19/15	naj	VS	PAYMENT VISA/MC		0686 - 819153	\$5.00-

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

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

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Ready for takeoff!



Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

Upcoming Trip: 06/25/15 - Orange County



AIR Itinerary

AIR Confirmation: 884SGC

Confirmation Date: 06/24/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
FREESE/DAVID	337987344	5262120666039	Jun 23, 2016	4222

Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Thu Jun 25	1621	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 10:40 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 12:00 PM Travel Time 1 hrs 20 mins <u>Anytime</u>
Fri Jun 26	281	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 4:05 PM Arrive in SACRAMENTO, CA (SMF) at 5:25 PM Travel Time 1 hrs 20 mins <u>Anytime</u>

What you need to know to travel:

- Don't forget to check in for your flight(s) 24 hours before your trip on southwest.com or your mobile device. This will secure your boarding position on your flights.
- Southwest Airlines does not have assigned seats, so you can choose your seat when you board the plane. You will be assigned a boarding position based on your checkin time. The earlier you check in, within 24 hours of your flight, the earlier you get to board.
- WIFI, TV, and related services and amenities may vary and are subject to change based on assigned aircraft. [Learn more.](#)

Remember to be in the gate area on time and ready to board:

- 30 minutes prior to scheduled departure time: We may begin boarding as early as 30 minutes prior to your flight's scheduled departure time. We encourage all passengers to plan to arrive in the gate area no later than this time.
- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
- If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on the flight. If not, Southwest will cancel your reservation and all funds will be forfeited.

Air Cost: 482.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First



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and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262120666039: NONTRANSFERABLE.

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase.

SMF WN SNA211.07YLNEV WN SMF211.07YLNEV 422.14 END ZPSMFSNA
XFSMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60



[Learn About Our Boarding Process](#)



[Get EarlyBird Check-In® Details](#)

Cost and Payment Summary

AIR - 884SGC

Base Fare	\$ 422.14	Payment Information
Excise Taxes	\$ 31.66	Payment Type: Visa XXXXXXXXXXXX0686
Segment Fee	\$ 8.00	Date: Jun 24, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$482.00
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 482.00	



Flight Status Alerts

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Español



FLIGHT | HOTEL | CAR SPECIAL OFFERS RAPID REWARDS®



Thank you for your purchase!

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA

Air

Confirmation #8WQTIQ

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 Tuesday, June 30, 2015 - Friday, July 3, 2015

Air Total: \$444.00

Amount Paid
\$444.00

Trip Total
\$444.00

JUN 30
 TUE **06/30/15 - Orange County**

AIR

Sacramento, CA - SMF to Orange County/Santa Ana, CA - SNA
 06/30/2015 - 07/03/2015

Confirmation #
8WQTIQ

Adult Passenger(s)
 DAVID FREESE

Rapid Rewards #
 00000337987344

Subscribe to Flight Status Messaging

DEPART JUN 30	08:50 AM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #136 Southwest	Tuesday, June 30, 2015
TUE	10:15 AM	Arrive in Orange County/Santa Ana, CA (SNA)	WiFi available	Travel Time 1 h 25 m (Nonstop) Anytime
RETURN JUL 3	04:05 PM	Depart Orange County/Santa Ana, CA (SNA) on Southwest Airlines	Flight #281 Southwest	Friday, July 3, 2015
FRI	05:25 PM	Arrive in Sacramento, CA (SMF)	WiFi available	Travel Time 1 h 20 m (Nonstop) Wanna Get Away

What you need to know to travel:

Check-In: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no

show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-SNA	Anytime Great Flexibility	<ul style="list-style-type: none"> • Fully Refundable • Same Day Changes • No Change Fees 	1	\$231.00
Return	SNA-SMF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> • No Change Fees (applicable fare difference applies) • Available Funds • Instant Refunds (no name changes allowed) • Non-refundable unless purchased with Points 	1	\$213.00

Enroll in Rapid Rewards and earn at least 3128 Points for this trip. Already a Member? Log In to ensure you are getting the points you deserve.

Subtotal **\$444.00**
Fare Breakdown

Carry-on Items: 1 bag + 1 small personal item are free, see full details.
Checked Items: First and second bags are free, size and weight limits apply.

Bag Charge \$0.00

Air Total:
\$444.00

Gov't taxes & fees now included

Purchaser Name David Freese Billing Address 1776 Tribute Road Suite 220
Sacramento, CA US 95815

Form of Payment	Amount Applied
Visa - XXXXXXXXXXXX-0686	\$444.00

Amount Paid
\$444.00

Trip Total
\$444.00

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OC

SHELL , 5140272031
1572 SOMERSET BRISTOL
SANTA ANA , CA
92806

01/03/2015 02:52:39 PM 468932628

XXXX XXXX XXXX 0680 015A
TERMINAL 159595
AUTH 670015

PUMP A	6.7538
REPO/AM	
PRICE/GAL	3.659

FUEL TOTAL	\$ 24.71
------------	----------

SUBTOTAL = \$ 24.71
TAX = \$ 0.00

TOTAL = \$ 24.71

CASH \$ 24.71

Choose Shell Helixgen ExtraHD
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better.

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

(949) 650-3020

05417@hotel.bestwestern.com

C/O 07/03/2015 02:05 PM Josie
Loyalty Club: 6006637310286679

Platinum

Room # 331-A

Conf # 95705
Arrival 06/30/15
Departure 07/03/15Room Type KDZ-King -
Guests 2 / 0Payment Visa/Master
Acct XXXX-XXXX-XXXX-0686Registered To:
Freese, David
BW-REGULAR GUESTS
292 Shasta Drive
Vacaville, CA 95687

(160) 207-6114

Posting	Oper	AcctCo	Description	From	Reference	Amount
06/30/15	khaled	RC	ROOM CHARGE			\$129.99
06/30/15	khaled	9	ROOM TAX			\$10.40
06/30/15	khaled	91	CITY BIA			\$3.90
07/01/15	DEPAL	RC	ROOM CHARGE			\$129.99
07/01/15	DEPAL	9	ROOM TAX			\$10.40
07/01/15	DEPAL	91	CITY BIA			\$3.90
07/02/15	DEPAL	RC	ROOM CHARGE			\$129.99
07/02/15	DEPAL	9	ROOM TAX			\$10.40
07/02/15	DEPAL	91	CITY BIA			\$3.90
07/03/15	Josie	VS	PAYMENT VISA/MC		0686 - 710342	\$432.87-
Balance Due						\$0.00

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

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Signature

OC

SACRAMENTO INT'L
AIRPORT

Card Account : XXXXXXXXXXXX0686
Card Type : Visa
Authorization Code : 913094

Cashier : 59 Seq # 34197
License Plate : NOPLATE
Ent : 07:10 06/30/15 Lane 39
Exit: 17:49 07/03/15 Lane 64
Duration: 3D(s) 10H(s) 39M(s)
Rate Code: 36 Shift: 111

FEE	\$	68.00
AMOUNT TEND	\$	68.00
CASH	\$	0.00
CREDIT CARD	\$	68.00
CHECK	\$	0.00
CHANGE	\$	0.00

PAID AT CT \$ 68.00

Taxes Included

*** Start Calculation Details ***

4 Day(s) @\$17.00 = \$68.00

*** End Calculation Details ***

*** Thank You ***

Sign : _____

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



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

C/O 07/03/2015 05:48 AM DEPALM

Room # 123-A

Conf # 96264
 Arrival 07/02/15
 Departure 07/03/15

Room Type BS-Business ~
 Guests 2 / 0

Payment Visa/Master
 Acct XXXX-XXXX-XXXX-0019

Registered To:

LEONARD, MIKE
 1941 meridian ct
 SAN JACINTO, CA 92583

(951) 294-8670

Posting	Oper	Acct Co	Description	From	Reference	Amount
07/02/15	Josie	7T	GUEST ADV TRANS			\$166.49-
07/02/15	DEPAL	RC	ROOM CHARGE			\$149.99
07/02/15	DEPAL	9	ROOM TAX			\$12.00
07/02/15	DEPAL	91	CITY BIA			\$4.50

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

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

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Signature _____

OC



RA 620555198 Bil 0
Rental 30-JUN-2015 10:17 AM
JOHN WAYNE ARPT
Return 03-JUL-2015 03:01 PM
JOHN WAYNE ARPT

DAVID FREESE
Vehicle # FNG04246
Model 200
Class Driven SCAR Class Charged CCAR
License# 7HNJ364 State/Province CA
M/Kms Driven 178
M/Kms Out 16858
M/Kms In 17046

Billing Ref 4274014829		Price	Amount
Charges	No Unit		
CDW	4 Days	10.99	43.96
T & M	4 Days	35.81	143.24*
UNLIM M/KM	0 M/Kms		0.00*
TOURISM FEE			3.72
CONCESSION FEE RECOVERY			20.80*
SALES TAX @8.000 %			13.12

Total Charges USD 224.84

Deposit Visa 0686

Amount Due USD 224.84

* Taxable Items
Subject to Audit
Customer Service Number 1-800-445-6664



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Payment Authorization

Date: 9/17/2015

Amount: \$1,270.04

Vendor Name: CFFA

Invoice No.: 1755

Invoice Date: 9/17/2015

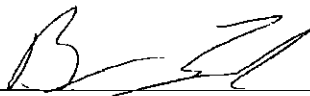
Project No.: 03213031

Project Name: Pac Amp Renovation Ph II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

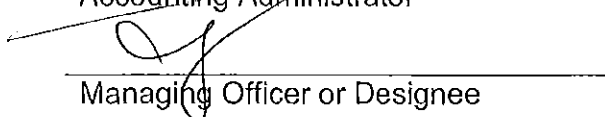

Project Manager

9-21-15


Construction Manager

9-21-15


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1755
 Invoice Date: 9/17/2015
 Customer Code: 32nd
 Project: 03213031
 Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03213031 Direct Costs - 8/2015	1,270.04
	\$1,270.04

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$1,270.04
 Sales Tax: 0.00
 Invoice Total: \$1,270.04

General Ledger Detail

Current Period 08 (8/1/2015 - 8/31/2015)

CFFA
CFFAccounting

Unit Of Measure: \$

Wednesday, September 16, 2015 1:53:35PM

Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
651-032-03213031-A Legal, 032, Pac Amp Phase II ,							
8/7/2015	Summarized AP Invoices	Invoices	AP-Invoice		1,014.75		
8/7/2015	Orbach Huff Suarez & Henderson LLP 7/1-7/3	Invoice: 71072	Professional Services 7/1-7/31,	Professional Services			1,014.75
651-032-032130:		Net:	1,014.75		1,014.75	0.00	
664-032-03213031-A Travel-projects, 032, Pac Amp Phase							
8/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		255.29		
8/20/2015	West America Bank	Invoice: 8202015	West America August 2015 Statement,	8/06 Flight Santa Ana B. Eubanks			45.00
8/20/2015	West America Bank	Invoice: 8202015	West America August 2015 Statement,	8/17 Flight - Santa Ana - B. Eubanks			32.00
8/20/2015	West America Bank	Invoice: 8202015	West America August 2015 Statement,	Sac Airport Park - B. Eubanks			34.00
8/20/2015	West America Bank	Invoice: 8202015	West America August 2015 Statement,	8/18 Best Western - B. Eubanks			144.29
664-032-03213031-A		Net:	255.29		255.29	0.00	
\$ Grand Totals							
		Beginning Balance	Net Activity		Total Debits	Total Credits	Balance
			1,270.04		1,270.04	0.00	
		\$ Trial Balances			Total Debits	Total Credits	Balance

ORBACH HUFF SUAREZ & HENDERSON LLP
1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067

California Fairs Finance Authority
1776 Tribute Road
Suite 220
Sacramento, CA 95815

August 7, 2015

Attention: David Freese

Inv #: 71072

RE: General Facilities
4520.001

DATE	TIMEKPR	DESCRIPTION	HOURS	RATE	AMOUNT
07-01-15	1597		1.10	\$230.00	253.00
				<i>o/c</i>	
07-09-15	1597		0.40	\$230.00	92.00
				<i>o/c</i>	
07-17-15	1597		0.20	\$230.00	46.00
				<i>o/c</i>	
07-21-15	1597		0.40	\$230.00	92.00
				<i>o/c</i>	
07-22-15	1597		0.60	\$230.00	138.00
				<i>o/c</i>	

Invo: 71072

Page 2

August 7, 2015

07-23-15	1597	1.30	\$230.00	299.00
----------	------	------	----------	--------

OK

07-31-15	1597	0.80	\$230.00	184.00
----------	------	------	----------	--------

OK

Totals		4.80		\$1,104.00
--------	--	------	--	------------

DISBURSEMENTS

Jul-31-15	Photocopies 6 @ 0.25 week of 6/28/15	1.50
	Photocopies 5 @ 0.25 week of 07/26/15	1.25

Totals		\$2.75
--------	--	--------

Total Fees and Disbursements		\$1,106.75
------------------------------	--	------------

*OK TO PAY
Bill
9-10-16*

TAX ID Number 95-4655650

\$1,106.75 - \$92.00 = \$1014.75 ✓

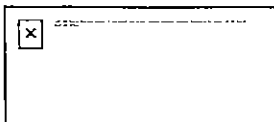
Timekeeper Summary

Timekpr #	Name	Hours	Rate	Amount
1597	Kimble Cook	4.80	\$230.00	\$1,104.00

construction

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Thursday, July 30, 2015 11:37 AM
To: construction
Subject: Flight reservation (HNA74X) | 06AUG15 | SMF-SNA | Eubanks/Bryan

You're all set for your trip!

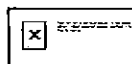


[My Account](#) | [View My Itinerary Online](#)

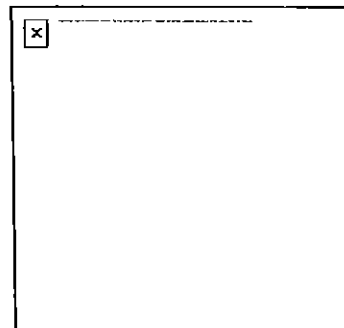
Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Ready for takeoff!



 Thanks for choosing Southwest® for your trip! You'll find everything you need to know about your reservation below. Happy travels!

Upcoming Trip: 08/06/15 - Orange County



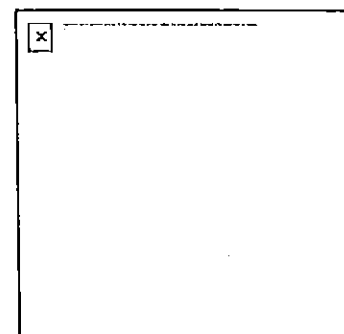
 **AIR Itinerary**

AIR Confirmation: HNA74X

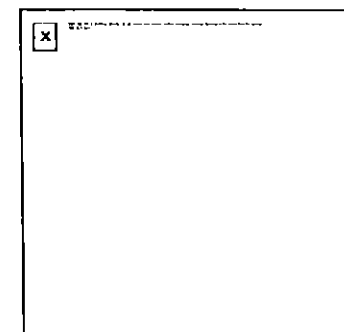
Confirmation Date: 07/30/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	5262130669205	Jul 6, 2016	2298

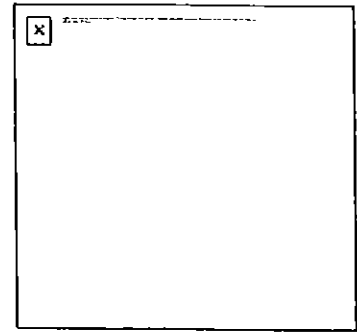
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.



Date	Flight	Departure/Arrival
Thu Aug 6	136	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 08:50 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 10:15 AM Travel Time 1 hrs 25 mins Wanna Get Away
Sun Aug 9	2435	Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 4:15 PM



Arrive in SACRAMENTO, CA (SMF) at 5:35 PM
Travel Time 1 hrs 20 mins
[Wanna Get Away](#)



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- 10 minutes prior to scheduled departure time: All passengers must obtain their boarding passes and be in the gate area available for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.
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Air Cost: 440.00


Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

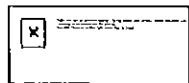
Fare Rule(s): 5262130669205: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.


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SMF WN SNA185.02RLN7PNR WN SMF198.05WLN7PNR 383.07 END ZPSMFSNA
XF5MF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60




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Check-In® Details 

Cost and Payment Summary

 AIR · HNA74X

Base Fare	\$ 383.07	Payment Information
Excise Taxes	\$ 28.73	Payment Type: Visa XXXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Jul 30, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$45.00
September 11th Security Fee	\$ 11.20	
Total Air Cost	\$ 440.00	

TkIs funds applied from Conf# HYR5LX
(\$0.00 remaining) \$395.00



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CFFAccounting

From: construction
Sent: Friday, August 14, 2015 1:36 PM
To: CFFAccounting
Subject: FW: Flight reservation (HO7588) | 17AUG15 | SMF-SNA | Eubanks/Bryan

FYI

From: Southwest Airlines [mailto:SouthwestAirlines@luv.southwest.com]
Sent: Friday, August 14, 2015 11:17 AM
To: construction <construction@cfsa.org>
Subject: Flight reservation (HO7588) | 17AUG15 | SMF-SNA | Eubanks/Bryan

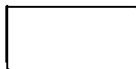
You're all set for your trip!



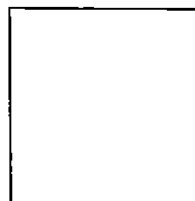
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Ready for takeoff!



Thanks for choosing Southwest[®] for your trip! You'll find everything you need to know about your reservation below. Happy travels!



Upcoming Trip: 08/17/15 - Orange County



AIR Itinerary

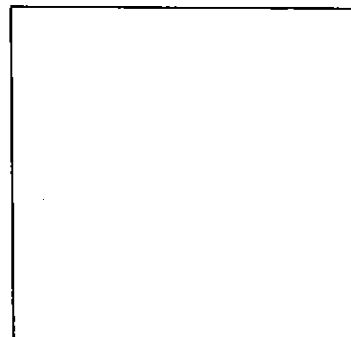
AIR Confirmation: HO7588

Confirmation Date: 08/14/2015

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
EUBANKS/BRYAN	325019796	5262134971191	Jul 6, 2016	4129

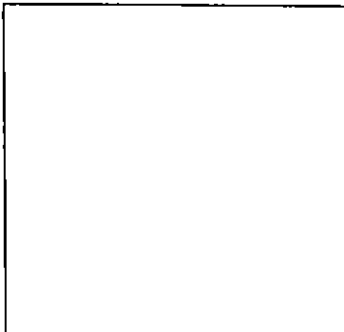
Rapid Rewards points earned are only estimates. Visit your (MySouthwest, Southwest.com or Rapid Rewards) account for the most accurate totals - including A-List & A-List Preferred bonus points.

Date	Flight	Departure/Arrival
Mon Aug 17	515	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 10:40 AM Arrive in ORANGE COUNTY/SANTA ANA, CA (SNA) at 12:05 PM Travel Time 1 hrs 25 mins Anytime



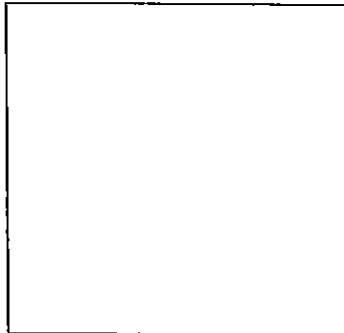
Wed Aug 19 2435

Depart ORANGE COUNTY/SANTA ANA, CA (SNA) on Southwest Airlines at 4:15 PM
Arrive in SACRAMENTO, CA (SMF) at 5:35 PM
Travel Time 1 hrs 20 mins
Anytime



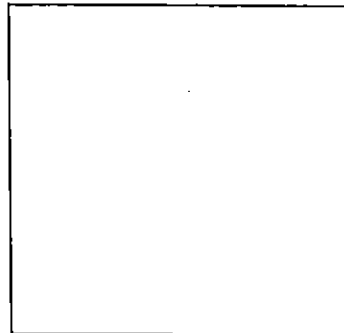
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Air Cost: 472.00

Carryon Items: 1 Bag + small personal item are free. See full details. Checked Items: First and second bags fly free. Weight and size limits apply.

Fare Rule(s): 5262134971191: NONTRANSFERABLE.

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SMF WN SNA211.07YLNEV WN SMF201.77YL 412.84 END ZPSMFSNA XF5SMF4.5SNA4.5 AY11.20\$SMF5.60 SNA5.60

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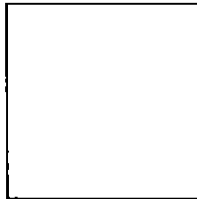
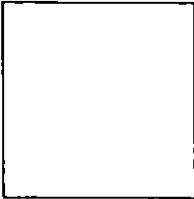
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Cost and Payment Summary

AIR HO7588

Base Fare	\$ 412.84	Payment Information
Excise Taxes	\$ 30.96	Payment Type: Visa XXXXXXXXXXXX1737
Segment Fee	\$ 8.00	Date: Aug 14, 2015
Passenger Facility Charge	\$ 9.00	Payment Amount: \$32.00
September 11th Security Fee	\$ 11.20	

Total Air Cost \$ 472.00 Tks funds applied from Conf# HNA74X
(\$0.00 remaining) \$440.00



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□

SAC. INTL AIRPORT
6900 AIRPORT BLVD
SACRAMENTO, 95837

PS 392 08/18/15 15:39
Cashier 55
Receipt 024643

Short-term Parking Tkt	
GRE - No. 054540	
08/17/15 09:50	
08/18/15 15:39	
Period 1d5h50'	
(Ust.)	\$34.00
Total	----- \$34.00
Payment Received	
VISA	\$34.00
XXXXXXXXXXXX1737	
Sub Total	\$34.00

All Amounts in USD.
Deliv. Date=Receipt Date

05C3416F - 1/1

BEST WESTERN PLUS NEWPORT INN

2642 Newport Blvd.
Costa Mesa, CA 92627



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

C/O 08/18/2015 08:36 AM kelly

Loyalty Club:	6006637391147204	Diamond	Room #	308-A
Registered To:	Eubanks, Bryan		Conf #	100107
BW-REGULAR GUESTS	3431 Cantelow Rd		Arrival	08/17/15
Vacaville, CA 95688			Departure	08/18/15
			Room Type	KDZ-King - Business - N
			Guests	2 / 0
			Payment	Visa/Master
(000) 000-0000			Acct	XXXX-XXXX-XXXX-1737

Posting Date	Oper	AcctCode	Description	From	Reference	Amount
08/17/15	khaled	RC	ROOM CHARGE			\$129.99
08/17/15	khaled	9	ROOM TAX			\$10.40
08/17/15	khaled	91	CITY BIA			\$3.90
08/18/15	kelly	VS	PAYMENT VISA/MC		1737 - 027141	\$144.29-
Balance Due						\$0.00

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

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Signature



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

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

Payment Authorization

Date: 9/17/2015

Amount: \$1,746.00

Vendor Name: CFFA

Invoice No.: 1756

Invoice Date: 9/17/2015

Project No.: 03215024

Project Name: Pac Amp Seating Replacement Sol. To Bid

Fair Name: OC Fair & Event Center

Please pay the above vendor within 7 days of receipt of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

[Signature]
Project Manager

9-21-15

[Signature]
Construction Manager

9-21-15

[Signature]
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

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

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1756
Invoice Date: 9/17/2015
Customer Code: 32nd
Project: 03215024
Pac Amp Seating Replacement

Please make checks payable to California Fairs Financing Authority

Description	Amount
Prj 03215024 Direct Costs - 8/2015	1,746.00
	<u>\$1,746.00</u>

Thank you for your business!

Questions: CFFAaccounting@cfsa.org

Net Invoice: \$1,746.00
Sales Tax: 0.00
Invoice Total: \$1,746.00

General Ledger Detail

Current Year (1/1/2015 - 12/31/2015)

CFFA
CFFAaccounting

Unit Of Measure: \$

Wednesday, September 16, 2015 2:08:32PM
Page 1

Date	Posting Description	Reference	Source	Merge #	Debit	Credit	Balance
647-032-03215024-A Advertising-Projects, 032, Pac Amp							0.00
8/20/2015	Summarized AP Invoices	Invoices	AP-Invoice		1,746.00		
8/20/2015	West America Bank Invoice: 8202015	West America	August 2015 Statement,	Pac Amp Seating Bid Advertising			1,746.00
647-032-03215024-A		Net:	1,746.00		1,746.00	0.00	1,746.00
\$ Grand Totals		<u>Beginning Balance</u>	<u>Net Activity</u>		<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
		0.00	1,746.00		1,746.00	0.00	1,746.00
\$ Trial Balances					<u>Total Debits</u>	<u>Total Credits</u>	<u>Balance</u>
			Prior:		0.00	0.00	0.00
			Activity:		1,746.00	0.00	1,746.00
			Ending:		1,746.00	0.00	1,746.00



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PAYMENT RECEIPT

Monday, August 10, 2015

Transaction Type: Payment	Customer Type: Small Business
Ad Number: 0010077913	Customer Category: CLS-Ledger
Apply to Current Order: Yes	Customer Status: Active
Payment Method: Credit Card	Customer Group: CLS-Legals
Bad Debt: -	Customer Trade:
Credit Card Number: XXXXXXXXXXXX1737 - Visa	Account Number: 1001062242
Credit Card Expire Date: March 2017	Phone Number: 9167169099
Payment Amount: \$1,746.00	Company / Individual: Company
Amount Due: \$0.00	Customer Name: CALIFORNIA FAIR SERVICES AUTHORITY
Reference Number:	Customer Address: 1776 TRIBUTE ROAD, SUITE 100
Charge to Company: OCRC	SACRAMENTO, CA 95815 USA
Category: Classified	Check Number:
Credit to Transaction Number:	Routing Number:
Invoice Text:	
Invoice Notes:	



Board of Directors Agenda Report

MEETING DATE: OCTOBER. 22, 2015 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: October 16, 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)



Board of Directors Agenda Report

MEETING DATE: OCTOBER 18, 2015 ITEM NUMBER: 9B

SUBJECT: Arlington Bio-Swale Update

DATE: October 16, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

At the Board's discretion to participate with the City of Costa Mesa's Arlington Drive Bioswale project.

SUMMARY OF HISTORICAL BACKGROUND AND REQUIREMENTS FOR THE ASSOCIATION'S WATER QUALITY MANAGEMENT

According to the City, although the Bioswale would collect "first flush" runoff, its function is primarily a water treatment facility and not as a drainage facility. The Bioswale is not intended to serve in place of the drainage facilities identified in either the City's Master Plan of Drainage or the Association's Master Plan or those facilities adopted for implementation in the Association's Master Plan.

The Association completed a due-diligence outreach to understand the obligations of the master plan, water quality management plan and the settlement agreement between the Association and the City of Costa Mesa by hiring Keeton Kreitzer Consulting and JT Civil Engineering. The consultant's findings are attached to this report.

The Association's Master Plan of 2003 identifies a Water Quality Management Plan that includes a comprehensive storm drain and water quality system designed to collect and convey runoff from the Association into existing and planned City storm drains along Arlington Drive. Storm drain improvements that will be incorporated into project design include extending the 54-inch reinforced concrete pipe (RCP) in Arlington Drive approximately 2,000 feet, with six storm drain laterals connected to the on-site system and a Bioswale.

In early 2013, the State and County required the Association to obtain an MS4 permit. This permit outlines State regulations for mitigation of surface water runoff during dry and wet weather seasons as well as set guidelines on monitoring and controlling pollutants in storm water runoff. Polluted storm water runoff is commonly transported through Municipal Separate Storm Sewer Systems (MS4s), from which it is often discharged untreated into local water bodies. This permit requires all

agencies to perform testing on the discharge into the local water body, which for the Association is the Newport Back Bay, Delhi Channel. The Association has been working with UC Davis Co-Op on a mitigation strategy plan. The Master Plan identifies the utilization of a Bioswale as part of, but not limited to, the requirements from the Associations' Environmental Impact Report and Storm Water Management program. This only addresses water treatment and does not address storm drain issues.

A settlement agreement between the Association and the City of Costa Mesa entered into August 18, 1980, states the Association agrees to provide subsurface storm drain on the South side of Arlington Drive to the extent that it accommodates storm water that emanates from the fairgrounds. In addition, all street improvement work in conformance with City standards to the center line of adjacent fronting streets shall include the following: subgrade preparation, asphalt paving and base, concrete curb, gutter, and sidewalks, streetlights, fire hydrants and connections to existing water mains and street trees. Association has validated that we are legally obligated to fulfill considered outlined in the agreement with the City of Costa Mesa dated August 18, 1980.

ASSOCIATION COMPLETES REQUIRED STORM DRAIN PROJECT

Estimated costs to meet requirements of the Association's Master Plan and City of Costa Mesa settlement agreement.

(Based on Preliminary Opinion of Probable Cost by JT Engineering, July 1, 2015)

Probable Project Costs:

Storm Drain Improvements	\$1,366,811.80
Roadway Improvements:	\$662,857.70
\$576,398 + 15% Contingency (\$86,459.70)	
Total probable costs:	<u>\$2,029,669.50</u>

In March of 2014 the City of Costa Mesa presented to the Association's Board of Directors a proposal to develop a Bioswale Project along Arlington Street. The City applied for and received approval of a \$1.69 million grant from the Orange County Transportation Authority pursuant to the Environmental Cleanup Allocation Program. Total cost of the Arlington Drive Bioswale project is approximately \$2.6 million.

Scenario 1:

ARLINGTON BIOSWALE PROJECT – SOUTH SIDE OF ARLINGTON DRIVE

If the City of Costa Mesa constructs proposed Bioswale on South side of Arlington Drive (paralleling fairgrounds property line) they will install the storm drain required by the Association, make all required roadway improvements and manage the project.

City of Costa Mesa constructs Bioswale on South side of Arlington Drive	\$2,600,000.00
Financial contribution by the Association to the City of Costa Mesa Bioswale project.	\$1,000,000.00

The Association will be required to perform on-site inspection as needed during the project. This will require an LOU with CFFA.

CFFA's fees are usually a percentage of the project cost. COST TBD

Project impact on EQC
(Pending Further Review) COST TBD

Pending Project Issues:

The Association and City of Costa Mesa share encroachment right-of-way issues crossing both right-of-way entities.

To facilitate this project the City of Costa Mesa would agree to allow the Association to retain the use of the current encroachment.

Scenario 2:

ARLINGTON BIOSWALE PROJECT – NORTH SIDE OF ARLINGTON DRIVE

If the City of Costa Mesa constructs proposed Bioswale on North side of Arlington Drive, The Association would be responsible for the construction of the storm drain and roadway improvements per settlement agreement and master plan.

City of Costa Mesa constructs Bioswale on North side of Arlington Drive \$2,600,000.00

Association Constructs Storm Drain/Street Improvements
(Estimated Cost) \$2,029,669.50

Project Impact on EQC:
(Pending Further Review) COST TBD

Pending Project Issues:

City of Costa Mesa would require the Association to cure current encroachments on City property.

The City of Costa Mesa would re-align Arlington Drive which would shift the alignment south 5 feet away from Association's property line, bringing the traffic closer to the fairgrounds.

Reduction of usable space for Association's gate operation functions as well as ingress and egress of property.

The City of Costa Mesa would require the Association to complete the storm drain and street improvements as outlined in the 1980 settlement agreement prior to the Bioswale project completion.

Attachments:

City of Costa Mesa
Inter Office Memorandum

March 3, 2014

Subject: Environmental Cleanup/Water Quality Grant

August 18, 1980 Agreement between 32nd District Agricultural Association and City of Costa Mesa



Keeton Kreitzer Consulting Memorandum – June 23, 2015
Arlington Drive Bioswale/OCFEC Drainage Facilities

JT Engineering – July 1, 2015

CITY OF COSTA MESA

Department of Public Services/Administration

INTER OFFICE MEMORANDUM

TO: The Honorable City Council
FROM:  Ernesto Munoz, Public Services Director
DATE:  March 3, 2014
SUBJECT: ENVIRONMENTAL CLEANUP/WATER QUALITY GRANT

The Public Services Department is pleased to announce that the OCTA M2 Environmental Cleanup Allocation Committee has recommended funding of \$1,690,000 for the City's Arlington Drive Bioswale and Dry Weather Diversion Project. The City's cutting edge environmental project proposal ranked number one out of sixteen applications. The recommendation will go to the OCTA Board on April 14 for final approval.

In 2013, Public Services staff submitted a grant application for funding under the Environmental Cleanup Allocation Program. Staff proposed a project which consists of removing approximately 70,000 sf of asphalt to construct a vegetated bioswale and a decomposed granite multipurpose trail. The multipurpose trail will be about one mile in length and the bioswale will have an area of approximately 2,500 sf to capture and clean dry-weather run-off. The removal of asphalt will increase the pervious area, and eliminate runoff by collecting it in the bioswale to infiltrate into the soil and ultimately recharge the water basin. The proposed vegetated swales will be used in lieu of curb and gutters and storm drain pipes, which will reduce the long-term cost associated with storm water management facilities. The project will result in significant environmental benefits while improving aesthetics along Arlington Drive. Please see the attached conceptual drawings.

This new grant funding will be recognized in the upcoming Fiscal Year 2014-15 budget for your consideration. Once the budget is adopted, we will begin the project's design phase. The construction phase funding will be proposed in the Fiscal Year 2015-16 budget with construction expected to begin in late 2015. The total estimated cost for this project is approximately \$2.6 million. Match grant funding will be proposed from in-kind staff services and Drainage Fee revenue equaling \$910,000.

For additional information on this grant, please contact Fariba Fazeli, City Engineer, at extension 5378.

attachments

c Tom Hatch, Chief Executive Officer
Rick Francis, Assistant Chief Executive Officer
Fariba Fazeli, City Engineer
Robert Staples, Contract Administrator

ARLINGTON DRIVE BIOSWALE AND DRY WEATHER DIVERSION PROJECT

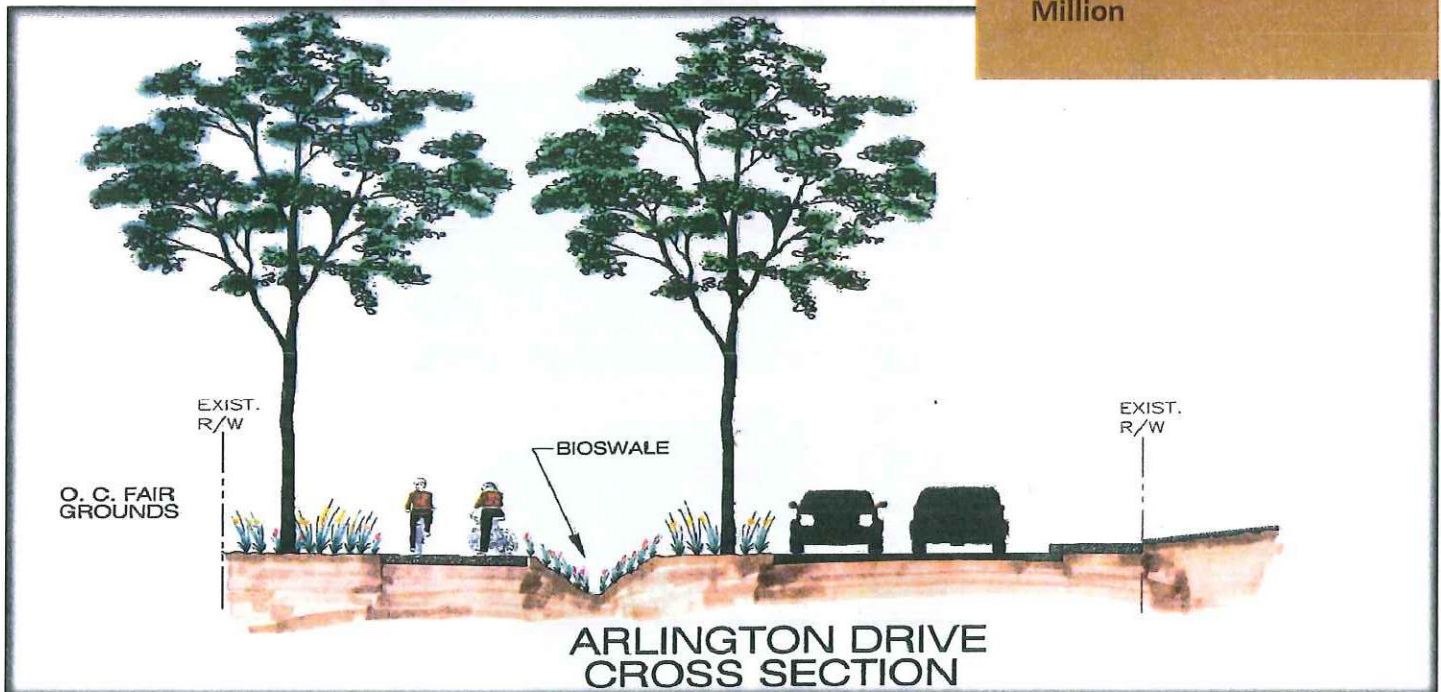


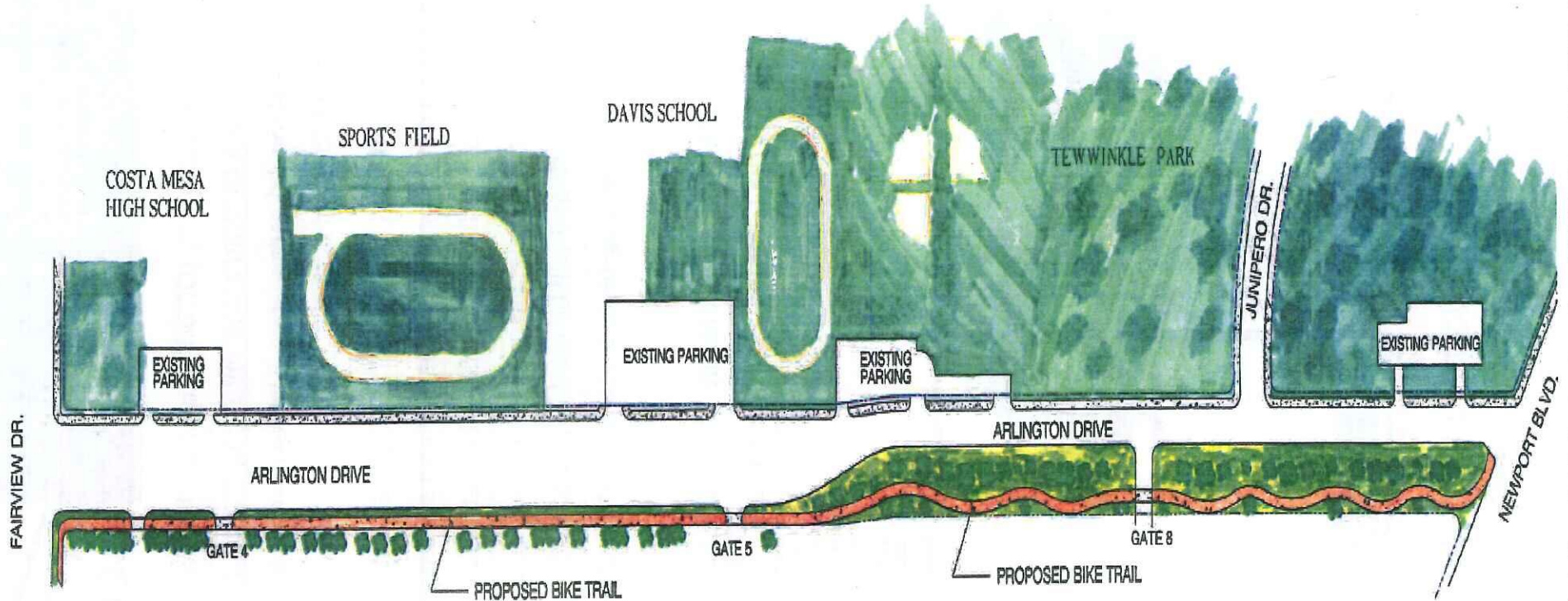
Orange County Transportation Authority (OCTA) committee has recommended awarding **\$1.7 million** to the City of Costa Mesa to build a one-mile-long multipurpose trail and environmentally friendly bioswale along Arlington Drive. The recommendation will go to the OCTA Board of Directors on April 14 for final approval.

SCOPE OF WORK: The project, ranked No.1 out of 16 applications, will remove 70,000 square feet of asphalt to construct a decomposed granite trail and a landscaped, natural drainage area that will collect urban runoff and naturally filter the water as it trickles down to the water basin under Costa Mesa. The bioswale will have an area of approximately 2,500 sf to capture and clean dry weather run-off and will be used in lieu of curbs, gutters and storm drain pipes, which should also reduce the long-term costs associated with storm water management facilities.

ENVIRONMENTAL BENEFITS: The project will result in significant environmental benefits for the community, while improving aesthetics along Arlington Drive.

- ◆ Funding is Proposed for Fiscal Year 2014-15
- ◆ Est. Construction Start Date: Late 2015
- ◆ Estimated Project Cost: \$2.6 Million





ORANGE COUNTY FAIR GROUNDS

ARLINGTON DRIVE
CONCEPT PLAN



Agreement

This Agreement is made and entered into this 18th day of August, 1980, by and between the 32nd District Agricultural Association ("the District") and the City of Costa Mesa ("the City").

This agreement is made with reference to the following facts:

- A. The District and the City are engaged in a legal dispute, a result of their differences in connection with the development of the Orange County Fairgrounds.
- B. It is in the best interest of the Parties as well as the community to resolve these differences.

In consideration of their mutual promises, the parties agree as follows:

Section 1. The 32nd District Agricultural Association agrees as follows:

- a. To voluntarily comply with selected portions of Title 13 (planning, zoning and development) of the City of Costa Mesa Municipal Code as outlined below with respect to all future development involving buildings undertaken by the District or its lessees, licensees, concessionaires or operators within the following areas which are shown on the General Master Plan of January, 1977, as amended by the Update and Review of the General Master Plan (preliminary), dated April 20, 1980:
 - i. Approximately 5 1/2 acre development area at the corner of Fairview Road and Arlington Drive.
 - ii. Approximately 9 acre development area at the corner of Fairview Road and Fair Drive.
 - iii. Approximately 7 acre development area at the corner of Fair Drive and Newport Boulevard.

The edition of Title 13 in effect at the date of this agreement is to apply to this provision and the selected sections are as follows:

- i. Chapter II, Article 2 definitions.
- ii. Chapter II, Article 14, Sec. 13-210 property development standards.
- iii. Chapter II, Article 16, additional development standards except that the City will not issue building permits for any work done on the Fairgrounds. Final occupancy will be regulated by the District and will not be authorized until receipt of written notice of compliance from the City.
- iv. Chapter V, Article 2, Parking.

- b. The District agrees that the applicable provisions of this agreement shall be incorporated into any agreements between the District and its lessees, licensees, concessionaires or operators.
- c. To dedicate to the City property required for the construction of City roads fronting on Fairgrounds property in conformance with the City Master Plan of Highways which is in effect at the date of this agreement.
- d. To complete all street improvement work in conformance with City standards to the center line of adjacent fronting streets, where street improvements have not already been made, as funds for said work become available to the District, which funds shall be fairly allocated for the phasing in of the street improvements on a schedule reasonably contemporaneous with construction phases. For purposes of this resolution, street improvements shall include the following:
 - i. Subgrade preparation.
 - ii. AC paving and base.
 - iii. Concrete curb, gutter and sidewalks.
 - iv. Streetlights.
 - v. Fire hydrants and connections to existing water mains.
 - vi. Street trees.
 - vii. Modification of existing automatic traffic signals at Fairview and Merrimac, Fair and Vanguard and Newport and Mesa, including a new traffic controller only at Fair and Vanguard.
 - viii. The District agrees to reimburse the City for the cost of a new automatic traffic signal at the new Main Entry to the Fairgrounds on Fair Drive. Unless otherwise agreed the reimbursement shall be on a ten-year amortization with interest at the same rate charged by the City for similar obligations.
 - ix. A subsurface storm drain on the south side of Arlington to the extent that it accommodates storm water that emanates on the Fairgrounds.
- e. To dedicate land and construct improvements required for right turn pockets in accordance with City of Costa Mesa requirements at Fairview and Merrimac and other locations which are not specifically identified in the City Master Plan of Highways but can be clearly demonstrated to be necessary by an independent traffic engineering study prepared by a traffic engineer which is acceptable to both the City and the District. Such dedication and construction shall be done on a schedule reasonably contemporaneous with the development generating the need.
- f. To undertake sound and traffic studies in connection with any development under the General Master Plan with potentially significant sound and/or traffic impact, to be done by consultants or staff acceptable to the City and the District. To implement reasonable mitigation measures to be agreed to by the parties. Sufficient noise mitigation measures will be taken to comply with Title 4, Division 6 (Noise Control) of the Orange County Code which, it is agreed, applies to activities on the Fairgrounds with the following modifications:
 - (i) In Sections 4-6-5(a) and 4-6-6(a) the time at which noise levels are lowered is changed from 10:00 p.m. to 11:00 p.m.

- (ii) In Section 4-6-5(a), only as applies to the activities of the annual Orange County Fair, the noise levels are changed as follows to conform to the Model Community Noise Control Ordinance, April 1977, prepared by the State of California, Department of Health, Office of Noise Control:

<u>Noise Zone</u>	<u>Noise Level</u>	<u>Time Period</u>
1 & 2 Family Residential	60 dB(A) 50 dB(A)	7 am - 11 pm 11 pm - 7 am
Multiple Dwelling Residential, Public Space, Commercial	60 dB(A) 55 dB(A)	7 am - 11 pm 11 pm - 7 am

- (iii) Sections 4-6-5(b) and 4-6-6(b) apply to the property of the District known as the Fairgrounds, notwithstanding that the property is within an incorporated area.
- (iv) Section 4-6-7(b) is deleted and deemed inapplicable.

The City agrees to support any reasonable request for a noise variance, if necessary, by Nederlander or Performing Arts Associates concerning the Amphitheatre operation considering the intrinsic nature and requirements of the activity involved, atmospheric conditions and other relevant data.

- g. To delete the planned commercial development from the northwest corner of the Fairgrounds. The District will attempt to substitute a museum of science and industry or similar activity. In the event the District is unsuccessful in a good faith attempt to substitute the museum of science and industry or similar activity, the District is not precluded by this Agreement from other development, including commercial, conducted in compliance with this Agreement.
- h. To complete construction of a new Fairgrounds vehicular entry at Fair Drive and Vanguard in 1980.
- i. To complete construction of a new Fairgrounds vehicular entry at Fairview and Merrimac.
- j. To limit permanent vehicular ingress to and egress from the Fairgrounds to the points identified on the attached Exhibit "A".
- k. To enforce Title 19 of the California Administrative Code which is the State Building Code which applies to all construction on the Fairgrounds and to utilize a State Building inspector to inspect all future building construction on the Fairgrounds.
- l. To install fire hydrants on the Fairgrounds in conformance with City of Costa Mesa Fire Department standards as the need arises from new construction.
- m. To pay City plan check and inspection fees for all work undertaken by the District or its contractors, within City right of way, and to require that its contractors post completion and faithful performance bonds for said work. To require the lessees, licensees, concessionaires or operators described in Section 1a. hereof to pay City plan check, inspection or other applicable fees, and to comply with bonding requirements.

Section 2. The City of Costa Mesa agrees as follows:

- a. With regard to the implementation of Present Development Improvements on the Fairgrounds, to establish a City policy which is publicly supportive of the 32nd District's attempt to upgrade the Fairgrounds as generally described in the Fairgrounds' Master Plan of January, 1977 and as amended by the Update and Review of the General Master Plan (Preliminary) dated April 20, 1980, and as amended by this agreement (the Master Plan). Present Development Improvements for purposes of Section 2 of this agreement shall include all of the following portions of the Master Plan as described below:

Work Completed:

Increment number one of Equestrian Center; Easterly 1/2 of Parking Lot C; Central storm drain; Mesa vehicular entry; Parking Lot A east of Vanguard; Vanguard vehicular entry; Electrical service and miscellaneous interface to amphitheatre site.

Construction Documentation or Bidding Stage:

Amphitheatre and associated facilities, parking, concessions and other accessory uses, including interface development and improvement to Memorial Gardens; Merrimac vehicular entry; Parking Lot F; Parking Lot E west of Vanguard; Parking Lot A west of Vanguard; Street improvements on Arlington between Fairview and Vanguard; The main vehicular entry.

- b. It is agreed that Civil Action No. 31-79-36 in the Superior Court for the County of Orange and the appeal pending in the Fourth Appellate District, Division Two as 4th Civil No. 21867 (The Litigation) will be dismissed on or before September 15, 1980. The City acknowledges by this agreement and the dismissal that the Present Development Improvements, including the amphitheatre, will be constructed in accordance with this agreement and the City agrees for the benefit of any lessee, licensee, concessionaire or operator of any portion of Present Development Improvements, including the amphitheatre, that it will not assert the same or similar claims raised in the litigation against such persons in connection with such development.

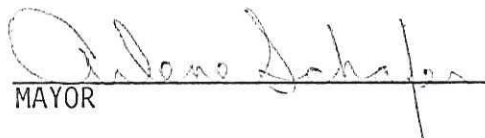
It is agreed that such dismissal and abandonment shall be with prejudice to the same or similar claims with respect to: (1) future development in the 3 corners described in Section 1, Paragraph a. and, (2) the present Development Improvements described in Section 2, Paragraph a., and without prejudice with respect to all other development. The dismissal is without prejudice regarding the applicability of the City's noise ordinance to the extent that the noise regulations of the Orange County Code as provided in Section 1, Paragraph f. are ever determined by a court to be inapplicable on the Fairgrounds.

The City and the District will request the Court Clerk to enter the dismissal accordingly.

- c. To advance the cost of an automatic traffic signal at the Fairgrounds/Civic Center entry on Fair Drive, subject to reimbursement as provided in Section 1d.

- d. To waive water acreage fees, advance energy fees and drainage fees for the development of the Fairgrounds except for those areas specifically identified in Section 1, Paragraph a of this agreement unless those areas are developed as parking lots.

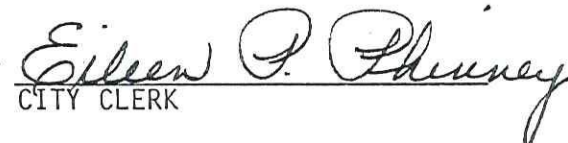
CITY OF COSTA MESA,
A Municipal Corporation

By 
MAYOR

32ND DISTRICT AGRICULTURAL ASSOC.

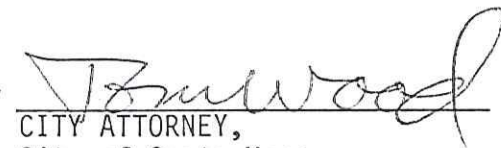
By 
PRESIDENT

ATTEST:

By 
CITY CLERK

By 
SECRETARY/TREASURER

APPROVED AS TO FORM:

By 
CITY ATTORNEY,
City of Costa Mesa

By _____
DEPUTY ATTORNEY GENERAL,
State of California

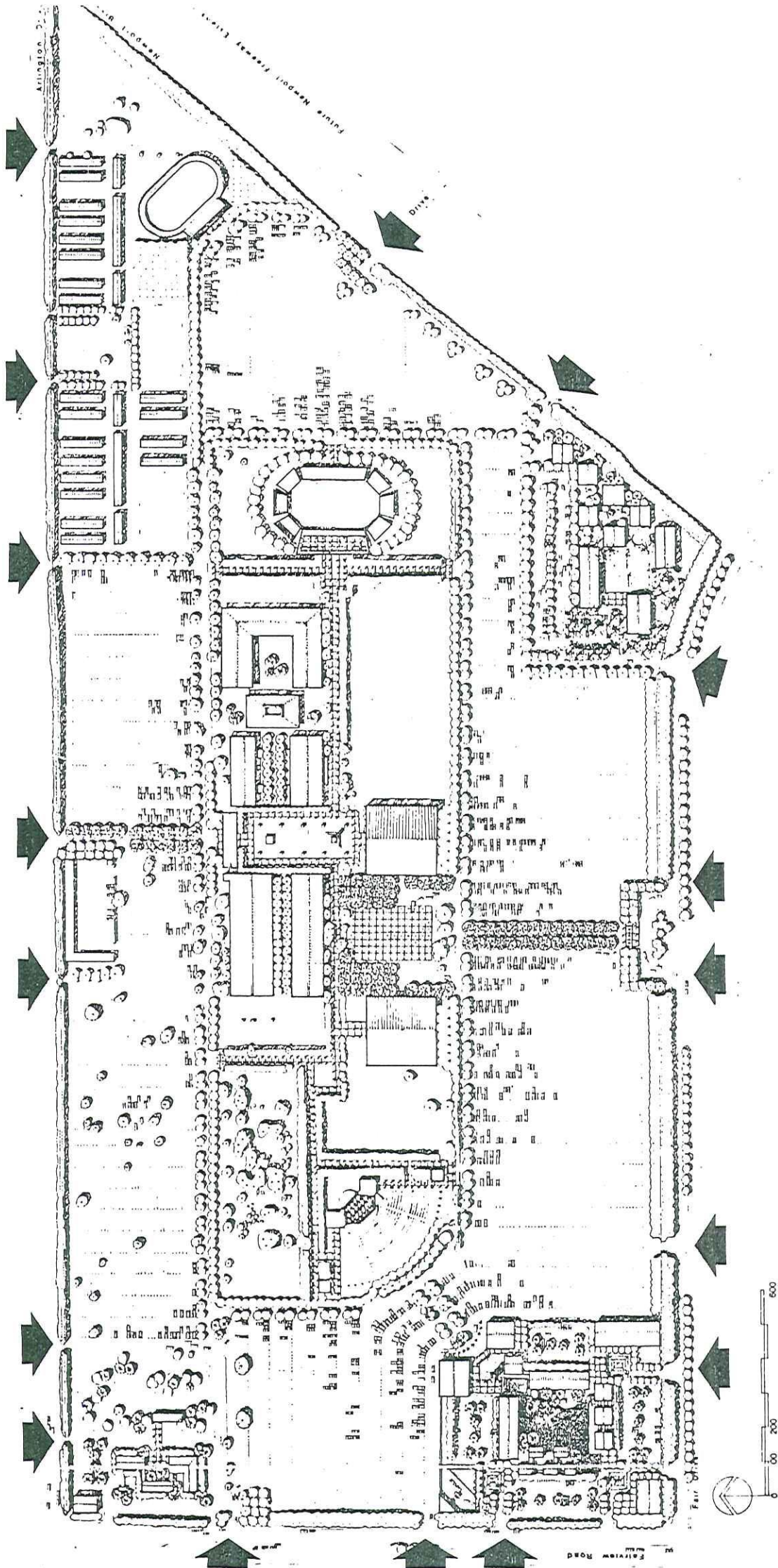


EXHIBIT 'A'



POINTS OF INGRESS AND EGRESS

MEMORANDUM

To: Kathy Kramer, CEO
Orange County Fair and Event Center

From: Keeton K. Kreitzer, Keeton Kreitzer Consulting

Subject: **Arlington Drive Bioswale/OCFEC Drainage Facilities**

Date: June 23, 2015

Introduction

Keeton Kreitzer Consulting (KKC) was retained by the Orange County Fair and Event Center (OCFEC) to review documentation and information related to the relationship of the OCFEC Master Plan drainage improvement requirements to the Arlington Drive Bioswale Project proposed by the City of Costa Mesa. The purpose of the investigation is to assess the potential benefits of the proposed bioswale, if any, so that the Orange County Fair Board is able to make an informed decision related to the OCFEC's participation in the implementation of the Arlington Drive Bioswale project.

The assessment that follows summarizes the results of the investigation conducted by KKC, which included a review of the Environmental Impact Report (EIR) prepared by LSA Associates, Inc. (March 2003), a review of the City's 2006 Drainage Master Plan, and discussions with the City Engineer, Ms. Fariba Fazeli, P.E., and Director of Public Services, Mr. Ernesto Munoz, P.E.

Background

It is important to understand the relationship of the relevant plans and requirements related to the OCFEC Master Plan. The discussion that follows provides a summary of the relevant planning and related documents prepared for or related to the Orange County Fairgrounds. These documents include: (1) Orange County Fair Master Plan EIR; (2) Orange County Fair Master Plan; (3) Costa Mesa Master Plan of Drainage; (4) Settlement Agreement between the City of Costa Mesa and the OCFEC; and (5) the proposed Arlington Drive Bioswale Project.

1. Orange County Fair Master Plan Environmental Impact Report

An Environmental Impact Report (EIR) was prepared for the OCFEC Master Plan in 2003. Section 4.6 (Hydrology and Water Quality) summarized the existing drainage and water quality setting, identified potential impacts of the OCFEC Master Plan, and identified mitigation measures to offset potential project-related impacts. The basis of the analysis of hydrology and water quality in the EIR was a technical report prepared by Fuscoe Engineering, Inc., in July 2002 entitled, *Hydrology/Hydraulic Report for Orange County Fair and Exposition Center*. As it relates to "existing conditions," the EIR reported:

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“Flooding presently occurs on Arlington Drive during storms as a result of an undersized trapezoidal channel. The City of Costa Mesa installed storm drain improvements along the eastern portion of Arlington¹ that are sufficient to meet existing and proposed flow conditions for that portion of the road; however, flooding will continue to occur on Arlington Drive without improvements to the channel and/or extension of the storm drain.

“Although the Arlington Drive storm drain facilities and channel are within the City of Costa Mesa’s public right-of-way, a significant portion of the total runoff entering these facilities is generated on the OCFEC. There is a history of discussion and consultation between the OCFEC and the City identifying strategies to address this issue.”²

The Draft EIR prepared for the Orange County Fair Master Plan (“Master Plan”), evaluated a full range of environmental issues, including hydrology and water quality. That analysis was based on future “buildout” of the OCFEC facilities as reflected in the Master Plan, which also included a comprehensive drainage system to accommodate surface runoff generated on the OCFEC property as a result of future “buildout” of the adopted Master Plan. The Draft EIR based the analysis of hydrology and water quality on the implementation of the Master Plan drainage system and identified the comprehensive drainage system as “project design features.” Project design features (PDFs) are features incorporated into the design of a project, in this case the OCFEC Master Plan, which avoid potential significant effects. The Master Plan identified a variety of storm drain and water quality features, including the extension of the existing 54-inch reinforced concrete pipe (RCP) in Arlington Drive approximately 2,000 feet to the east from its existing terminus, with six storm drain laterals to the on-site drainage system in order to collect project site runoff that drains to Arlington Drive to avoid flooding.

Without the implementation of the drainage system PDFs in the design of the Master Plan, the drainage improvements would have been required as “mitigation measures,” because the hydrology analysis concluded that the existing drainage facilities, including the trapezoidal channel on Arlington Drive, do not have adequate capacity to accept and convey future storm flows generated on the project site. Mitigation measures, like PDFs, are intended to eliminate or reduce potentially significant impacts to a less than significant level.³ Although the Draft EIR concluded that the future storm flows would exceed the capacity of the existing storm drain system, implementation of the Master Plan drainage system PDFs concurrently with planned site development would “mitigate” potentially significant hydrology impacts to below a level of significance.⁴ As a result, no mitigation measures were required (because the Master Plan drainage system would be adequate to accommodate post-development surface runoff generated by buildout of the Master Plan).

¹This facility is a 54-inch reinforced concrete pipe that terminates in the vicinity of the equestrian facility.

²Environmental Impact Report – Orange County Fair Master Plan; LSA Associates, Inc. (March 2003); p. 4.6-5.

³The distinction between PDFs and mitigation measures is that PDFs are included in the project design to ensure that a potentially significant impact does not occur versus mitigation measures, which are prescribed after the analysis determines that a significant impact would occur.

⁴ Environmental Impact Report – Orange County Fair Master Plan; LSA Associates, Inc. (March 2003); p. 4.6-14.

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It is important to note that the EIR prepared for the Master Plan indicated that the drainage problems currently experienced on the project are not a project impact and, furthermore, any improvements to drainage facilities in Arlington Drive "... will be implemented as a joint project between the OCFEC and the City of Costa Mesa."⁵ However, the City Engineer indicated that because virtually all of the water draining toward Arlington Drive emanates from the fairgrounds property, construction of the drainage facilities in that roadway are the responsibility of the OCFEC and their implementation would not be a "joint" project between OCFEC and the City.⁶ The City's position is supported by the terms of the Settlement Agreement between OCFEC and the City of Costa Mesa, which stipulates that the OCFEC must construct the drainage facilities in Arlington Drive (refer to the discussion of the Settlement Agreement below).

2. Orange County Fair Master Plan

The Orange County Fair Master Plan establishes the long-range facilities buildout for the Fairgrounds property. The Master Plan addresses the vision and concept for the land uses intended for the fairgrounds as well as circulation, landscape and open space, visual elements, fences and lighting, buildings and structures, architecture, and lighting. In addition, the Master Plan also identifies necessary infrastructure, including storm drain facilities intended to accommodate storm runoff anticipated to occur as a result of future development. The Master Plan, which anticipated an 8- to 10-year buildout, encompasses nine phases (i.e., areas). The Phasing Plan identifies issues to be addressed as well as actions to be taken during each development phase in order to adequately address those issues. An important element of the Phasing Plan includes the installation of storm drain improvements included in the Master Plan intended to collect and convey runoff emanating from the property to existing City and County facilities.

As previously indicated, the storm drain improvements included in the Master Plan were identified as "project design features" in the Master Plan EIR that would be implemented concurrently with each phase of development to ensure that adequate stormwater collection and conveyance existed to accommodate that development. The comprehensive storm drain improvements are those identified on the Proposed Storm Drain Facilities Map (Figure 4.6.2 in the EIR) and are integral elements of the Master Plan. The Master Plan requires the extension of the existing 54-inch RCP in Arlington Drive from its current terminus in the vicinity of the equestrian center approximately 2,000 feet to the west with pipe sizes varying from 30 to 54 inches. In addition to this facility, several other storm drains and water quality features are also integral to the completion of the master plan and were intended to be implemented as each phase/area was developed.

⁵Environmental Impact Report – Orange County Fair Master Plan; LSA Associates, Inc. (March 2003); p. 4.6-13.

⁶Fariba Fazeli, P.E., City Engineer, City of Costa Mesa (May 30, 2015).

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In addition to the drainage facilities, the Master Plan also includes a Water Quality Management Plan (WQMP) illustrated in Figure 4.6.3 in the EIR, which identifies water quality features (e.g., bioswales, bio-filtration basins, storm drain inserts, water quality basins, etc.) necessary to treat surface water prior to it entering the storm drain system prior to its discharge into the Delhi Channel. The EIR prepared for the Master Plan prescribed Mitigation Measure 6-2, which requires the identification of Best Management Practices (BMPs) on the site to control predictable pollutant runoff. The WQMP must be approved by the City of Costa Mesa.

Although some of the drainage and water quality facilities have been implemented, the 2,000-foot long extension of the Arlington Drive RCP intended to collect and convey project-related storm runoff has not been constructed despite completion of the development that has occurred and the inclusion in the Master Plan EIR that identified these and other storm drain facilities as project design features (i.e., components of the Master Plan that would be implemented concurrently with development to provide for adequate collection and conveyance of surface runoff), which were to be implemented on a "phase-by-phase" basis as indicated in the Implementation component of the Master Plan.

3. City of Costa Mesa Master Plan of Drainage

The City's Master Plan of Drainage identifies drainage facilities throughout the City of Costa Mesa, including those proposed in Arlington Drive. The Drainage Master Plan identifies the need to construction reinforced concrete pipes ranging in size from 27 to 57 inches in diameter and/or a combination of drainage pipes and surface features (e.g., ditches, channels) in Arlington Drive between Fairview Avenue on the west and Newport Avenue on the east. The Master Plan of Drainage includes the extension of the existing 54-inch RCP from its current terminus in Arlington Drive to Fairview Avenue, rather than the 2,000 feet reflected in the Fair Master Plan. Although the City's Master Plan of Drainage identifies these drainage facilities, the City has indicated that implementation of these facilities is the sole responsibility of the OCFEC because nearly all of the runoff directed toward Arlington Drive is generated by development within the OCFEC Master Plan area south of Arlington Drive.⁷

4. Settlement Agreement

As a result of litigation between the City of Costa Mesa and the OCFEC regarding development of the Orange County Fairgrounds, both parties entered into a Settlement Agreement in 1980. In the Settlement Agreement, the 32nd Agricultural District agreed to undertake and complete a variety of street improvements where none had been made, including:

"A subsurface storm drain on the south side of Arlington to the extent that it accommodates storm water that emanates on the Fairgrounds."⁸

⁷Fariba Fazeli, P.E., City Engineer, City of Costa Mesa.

⁸Settlement Agreement between the City of Costa Mesa and the 32nd Agricultural District; August 18, 1980; p. 2, Section

Thus, the OCFEC is solely responsible for constructing the drainage facilities required in Arlington Drive based on the terms of the 1980 settlement agreement. The agreement stipulated that the drainage facility on Arlington Drive should be constructed "... as funds for said work become available to the District, which funds shall be fairly allocated for the phasing in of the street improvements on a schedule reasonably contemporaneous with construction phases." As indicated above, the City of Costa Mesa maintains that the responsibility for constructing the drainage facilities lies with the OCFEC.⁹

Consistent with this stipulation in the Settlement Agreement, and as indicated in the discussion of the Fair Master Plan adopted for the OCFEC, the Phasing Plan has not only identified the need to construct storm drain improvements in Arlington Drive, but has also allocated a cost for the implementation of all improvements, including drainage facilities, for each phase of development pursuant to the Master Plan.¹⁰

5. Arlington Drive Bioswale

The Arlington Drive Bioswale is a recent project currently proposed for implementation by the City of Costa Mesa. The City applied for and received approval of a \$1.69 million grant from the Orange County Transportation Authority (OCTA) pursuant to the Environmental Cleanup Allocation Program, which is to defray the cost of implementing the Arlington Drive Bioswale. Total cost of the Arlington Drive Bioswale is approximately \$2.6 million. The City has indicated that the difference between the approved grant and to total cost of the bioswale would be derived from "in-kind staff services" and Drainage Fee revenue equaling \$910,000.

According to the City, although the bioswale would collect "first flush" runoff, its function is primarily a water treatment facility and not as a drainage facility. The bioswale is not intended to serve in place of the drainage facilities identified in either the City's Master Plan of Drainage or the OCFEC Master Plan or those facilities adopted for implementation in the OCFEC Master Plan. Based on the conceptual design, the bioswale would remove 70,000 square feet of asphalt to construct a decomposed granite trail and a landscaped, natural drainage area that will collect urban runoff and naturally filter the water as it trickles down to the water basin under Costa Mesa. Removal of the asphalt would increase the pervious area and collect and treat runoff in the bioswale, which will encompass approximately 2,500 square feet, in order to allow it to infiltrate into the soils and facilitate recharge of the groundwater basin. The Arlington Drive Bioswale will be used in lieu of curbs and gutters and storm drain pipes, which will reduce the long-term costs associated with stormwater management facilities.¹¹

⁹Ernesto Munoz, P.E., Public Services Director and Fariba Fazeli, P.E., City Engineer; June 4, 2015.

¹⁰Orange County Fair and Exposition Center Master Plan; Section 3 - Implementation; p. I-3; August 13, 2003.

¹¹City of Costa Mesa, Department of Public Services/Administration; Environmental Cleanup/Water Quality Grant; March 3,

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The City has indicated that the Arlington Drive Bioswale can be implemented on either the north or the south side of the roadway. However, because the proposed bioswale would result not only in significant environmental benefits (e.g., treatment of surface runoff) but also in the enhancement of the aesthetic character of Arlington Avenue, the City believes that implementation of the bioswale on the south side provides the greatest benefit to the area. The bioswale project is proposed to extend a distance of approximately one mile from Fairview Avenue to Newport Boulevard along the south side of Arlington Drive. The City currently plans to begin construction of the Arlington Drive Bioswale Project by the end of the Orange County Fair season (fall) of 2016. Environmental clearance pursuant to CEQA would be required prior to construction.

Summary of Potential Implementation Scenarios

As indicated in the preceding assessment of relevant documents, existing drainage facilities along Arlington Drive are deficient and either do not exist or lack capacity to accommodate both existing and design storm runoff generated within the Orange County Fairground property located south of Arlington Drive. The Master Plan of Drainage adopted by the City, as well as the OCFEC Master Plan include drainage and water quality treatment facilities; however, none of the facilities identified in either Master Plan proposed for Arlington Drive have been constructed. The City of Costa Mesa has indicated that the responsibility for constructing the Arlington Drive storm drain facilities are the responsibility of the OCFEC because virtually all of the surface runoff south of Arlington Drive is the result of development within the Orange County Fairground property. Furthermore, a Settlement Agreement executed between the City of Costa Mesa and the 32nd Agricultural District mandates the OCFEC is responsible for implementing all street improvements to streets abutting the Orange County Fairgrounds property, including storm drain improvements.

The City anticipates initiating work on the Arlington Drive Bioswale project later this year. The initial task includes obtaining environmental clearance pursuant to CEQA followed by the final design of the bioswale. Construction is expected to begin in the fall of 2016 the Orange County Fair season closes. It is estimated that construction of the bioswale project may take up to six months to complete. The discussion that follows summarizes the three potential bioswale improvement scenarios available to the City, including construction of the bioswale on the north side of Arlington Drive (with and without participation by the OCFEC) and construction of the bioswale on the north side of Arlington Drive.

1. Construction of the Arlington Drive Bioswale without the Arlington Drive Storm Drain Facilities

As indicated previously, the City has obtained a grant for \$1.69 million (65 percent) of the total cost of constructing the Arlington Drive Bioswale. The remaining \$910,000 would be made available from in-kind staff services and Drainage Fee revenue. The City believes that OCFEC would benefit greatly by participating in the bioswale project, which would not only treat the "first flush" water emanating from the Orange County Fairground property but it also include enhanced landscaping along Arlington Avenue, which provides vehicular and pedestrian access to the site.

In addition to the enhanced landscaping, the bioswale project includes a pedestrian/bicycle path. The City believes that all of these features combined would serve as a benefit to OCFEC. Therefore, the City is seeking financial participation by the OCFEC because of the benefits it believes would accrue to the Orange County Fairgrounds. The City has indicated that it would seek a contribution of \$500,000 from the OCFEC.

Although the bioswale would accept "first flush" storm runoff from the Orange County Fairgrounds property, it is important to note that the \$500,000 contribution would not include the construction of any of the storm drain facilities and/or water quality features identified in the OCFEC Master Plan. The OCFEC would be required to construction the extension of the 54-inch storm drain approximately 2,000 feet and related storm drains identified in the OCFEC Master Plan. In addition to the \$500,000 contribution to offset the cost of the bioswale project, the City has estimated that the cost of constructing the storm drain improvements in Arlington Drive would be approximately \$1.5 million. In addition, if the OCFEC Master Plan storm drain facilities are constructed after the completion of the bioswale project, additional costs would also be incurred for demolition and replacement of asphalt, curb and gutters, sidewalks, etc. that would be necessary to construct the storm drains. As previously indicated, the cost for constructing the drainage facilities would be borne by the OCFEC. As a result, potential costs to the OCFEC could exceed \$2.0 million.

Potential Issues

- *Implementation of the Arlington Drive Bioswale would encroach into the Orange County Fairground property along the westerly and easterly limits of Arlington Drive. The encroachments would require that the OCFEC grant the City an easement in those areas of the property in order to implement the bioswale.*
- *OCFEC facilities encroach into the Arlington Avenue right-of-way in at least one location (i.e., grand stands for the riding arena). The City could require that the grand stands be relocated to be outside of the existing City right-of-way.*
- *The OCFEC has not constructed the storm drain facilities in Arlington Avenue as reflected in the Master Plan. As a result, existing facilities in Arlington Avenue would remain inadequate and would not accommodate either existing or design storm flows.*
- *Based on City estimates, the potential cost for constructing the Arlington Avenue storm drain and related facilities that are the responsibility of the OCFEC could be substantially higher if these facilities are constructed after the implementation of the Arlington Avenue Bioswale by the City.*

2. Construction of the Arlington Drive Bioswale Concurrently with the OCFEC Master Plan Storm Drain Facilities

The benefit of designing and constructing the bioswale to include OCFEC Master Plan storm drain facilities is that the estimated \$2.0 million (or more) cost for these facilities under the first scenario would be reduced to only \$1.0 million. According to the Costa Mesa City Engineer, a contribution of \$1.0 million would allow for the redesign of the bioswale to also include the design and construction of the drainage facilities identified in the OCFEC Master Plan for Arlington Drive.¹² Under this scenario, the \$500,000 contribution is increased to \$1,000,000, which would complement the \$1.69 million grant already received by the City and would cover the entire \$2.6 million cost of implementing the Arlington Drive Bioswale project. As a result the City would not have to rely initially on the matching funds from the in-kind service and Drainage Fee revenue as previously identified, which could delay implementation of the bioswale project. Nonetheless, it would be expected that the City would continue to pursue the match grant funding from the in-kind staff services and Drainage Fee revenue. This scenario would not only allow for the concurrent construction of the OCFEC Master Plan drainage facilities in Arlington Drive, it also would result in a potential reduction in the cost of those facilities to the OCFEC. In addition, the City would design and construct the Arlington Drive storm drain facilities.

Potential Issues

- *The existing OCFEC encroachment into City right-of-way and City encroachments into OCFEC property would remain in this scenario. However, resolution of these encroachments could be less problematic due to the mutual cooperation with the implementation of the bioswale.*

3. Construction of the Arlington Drive Bioswale on the North Side of Arlington Drive

The City has indicated that the proposed bioswale can be constructed on either the north or the south side of Arlington Drive. The City believes that construction of the bioswale on the south side of Arlington Drive, along the Orange County Fairgrounds property frontage, would be beneficial in that it would include landscaping along Arlington Drive that enhances aesthetic character of the northern entries into the fairgrounds. In addition, it would accommodate pedestrians and bicyclists.

The City has also indicated that it would be possible to design the bioswale and related improvements to accommodate the drainage facilities stipulated in the OCFEC Master Plan. However, financial participation of the OCFEC would be necessary to include the Master Plan improvements because, as indicated previously, the bioswale is not intended to be a drainage facility but a water quality treatment feature only.

¹²Ernesto Munoz, P.E., Public Services Director and Fariba Fazeli, P.E., City Engineer; June 4, 2015.

Potential Issues

- *The potential benefits to the Orange County Fairgrounds (e.g., enhanced landscaping along Arlington Drive, treatment of "first flush" surface by the proposed bioswale, etc.) would not be realized by the OCFEC.*
- *The OCFEC would still be required to construct the Arlington Drive drainage facilities, which would potentially cost more than the second scenario (i.e., the bioswale with the concurrent construction of the OCFEC Master Plan drainage facilities) but potentially less than the first scenario (i.e., bioswale without the OCFEC Master Plan drainage facilities).*

Summary of Findings

This sections provides a brief summary of the information presented above based on the discussions with City staff related to the Arlington Drive Bioswale as well as the OCFEC Master Plan and Final EIR

1. The City has received a \$1.7 million grant from the OCTA and is planning to construct the Arlington Drive Bioswale beginning in the fall of 2016 following the conclusion of the Orange County Fair season (and successfully completion of the environmental review process).
2. The City is seeking a contribution of \$0.5 million from the OCFEC to help make up the difference between the cost of the bioswale (\$2.6 million) and \$1.7 million grant it received and because the City believes that the Orange County Fairgrounds would benefit from the amenities associated with the bioswale.
3. The OCFEC Master Plan identifies several storm drain and water quality improvements that were intended to be constructed concurrently with each development phase, including the extension of the 54-inch storm drain in Arlington Drive; however, the Arlington Drive storm drain extension and related facilities have not been constructed to date.
4. The City has indicated that the OCFEC storm drain facilities can be constructed concurrently with the proposed bioswale for a contribution from the OCFEC of \$1 million. Unlike the \$0.5 million contribution that the City is requesting to offset the construction costs of the bioswale, if the OCFEC contributes \$1.0 million, the City would design and construct the Arlington Drive storm drain extension.
5. If the Arlington Drive storm drain facilities are not constructed until after the bioswale is implemented, the cost for the storm drain, which is the sole responsibility of the OCFEC based on a Settlement Agreement dated August 15, 1980, could be \$1.5 million or more (based on a City estimate) due to the higher construction costs associated with additional work necessary to remove and replace asphalt, curbs and gutters as well as elements of the bioswale that would be affected by post-implementation construction of the storm drain facilities.

6. The City has also indicated that the bioswale can also be constructed along the north side of Arlington Avenue, which would not have the same benefit to the Orange County Fairgrounds (e.g., enhanced landscaping, collection, treatment and conveyance of “first flush” runoff, and provision of a bicycle path).

Conclusion

Based on discussions with City staff, it would appear that it would be advantageous for the OCFEC to contribute \$1.0 million as identified above, which would, according to the Public Works Director and City Engineer, result in a significant cost savings when compared to the \$1.5+ million estimated for the design and construction of the same drainage facilities in Arlington Drive if it were to be undertaken after the bioswale is implemented. However, without having a clear understanding of the design and construction costs for the Arlington Drive storm drain facilities as identified in the OCFEC Master Plan, it is difficult to determine if there is a significant cost savings when compared to a \$1.0 million contribution requested by the City for including those facilities in the bioswale design and construction.

Recommendation

In order to understand if there is a financial benefit that would accrue to the OCFEC in addition to other benefits¹³ as a result of coordinating the construction of the Arlington Drive storm drain facilities concurrently with the construction of the proposed Arlington Drive Bioswale based on the suggested \$1 million contribution, it would be necessary to retain an engineer or a construction estimator to develop a cost estimate for the (independent) construction of the Arlington Drive storm drain facilities by the OCFEC based on the approved OCFEC Storm Drain Master Plan for the following scenario:

- Construction of the Arlington Drive storm drain facilities independently of the implementation of the bioswale (i.e., “worst case” estimate, including engineering/design and construction drawings; demolition of curbs, gutters, sidewalks and asphalt; excavation; construction; and replacement of demolished improvements; etc.).

From that information, it will be possible to compare the potential \$1 million OCFEC contribution suggested by the City of Costa Mesa (which the City indicated would cover the total cost of the OCFEC planned Arlington Drive storm drain facilities) with the cost of constructing those facilities by the OCFEC independently of the bioswale project in order to determine if there is a cost benefit associated with the suggested contribution. It would also be possible to compare the “worst case” estimate with the \$1.584 million cost roughly estimated by the City for the construction of the storm drain facilities independently (i.e., after the construction of the bioswale project) by the OCFEC.

¹³ Benefits suggested by the City that may include enhanced aesthetic character along Arlington Drive, water quality treatment of “first flush” storm runoff, and the implementation of a bicycle path.



PRELIMINARY OPINION OF PROBABLE COST

Orange County Fair & Event Center

City of Costa Mesa

Public Improvements, in Arlington Drive

July 1, 2015

OC FAIR

54 inch RCP

Item Description	Qty.	Unit	Unit Price	Extended Price
3 Construct 8" Curb & Gutter	3,700	LF	24.50	\$90,650.00
4 Cold mill min. 1.5" and overlay w/AC pavement	43,200	SF	2.41	\$104,112.00
5 Construct Curb Ramp	18	EA	1,700.00	\$30,600.00
6 Construct Cross Gutter	3,240	SF	5.15	\$16,686.00
7 Construct Local Depression	3	EA	6,700.00	\$20,100.00
8 Construct 8' Wide Sidewalk	29,500	SF	5.50	\$162,250.00
9 Street Signage and Striping	1	LS	18,000.00	\$18,000.00
SUBTOTAL				\$576,398.00

SEWER

1 Adjust Sewer Manhole Cover to New Grade	4	EA	1,500.00	\$6,000.00
2 Reconstruct Manhole cover with offset rings	2	EA	1,900.00	\$3,800.00

SUBTOTAL

\$9,800.00

WATER

1 Relocate Existing Water Vault	2	EA	8,500.00	\$17,000.00
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SUBTOTAL

\$17,000.00

DRAINAGE

1 Construct 54" RCP	3,000	LF	274.00	\$822,000.00
2 Construct 8" Laterals	6	EA	1,200.00	\$7,200.00
3 Construct Junction Structure	1	EA	2,414.00	\$2,414.00
4 Remove AC Pavement Over SD 6.5' Wide	19,500	SF	0.64	\$12,480.00
5 AC Pavement & Base over SD Pipe, 6.5' Wide	19,500	SF	5.42	\$105,690.00
6 Construct Catch Basin (W=14')	3	EA	5,050.00	\$15,150.00

SUBTOTAL

\$964,934.00

TOTAL

\$1,764,930.00

CONTINGENCY

15.0%

\$264,739.50

GRAND TOTAL

\$2,029,669.50



PRELIMINARY OPINION OF PROBABLE COST

Orange County Fair & Event Center

City of Costa Mesa

Public Improvements, in Arlington Drive

July 1, 2015

OC FAIR

54 inch RCP

Item Description	Qty.	Unit	Unit Price	Extended Price
GENERAL CONDITIONS				
1 Mobilization	1	LS	10,000.00	\$10,000.00
2 Traffic Control	1	LS	15,000.00	\$15,000.00
3 Bonding, Insurance, Project Startup	1	LS	12,000.00	\$12,000.00
4 Job Protection and Security	1	LS	7,000.00	\$7,000.00
5 Cleanup, Punch List and Closeout	1	LS	5,000.00	\$5,000.00
SUBTOTAL				\$49,000.00

Engineering Services (Pre construction)				
1 Surveying	1	LS	9,000.00	\$9,000.00
2 Geotechnical Services	1	LS	7,500.00	\$7,500.00
3 Research, Design and Specification	1	LS	42,000.00	\$42,000.00
4 Plan Processing, Approval & Permits	1	LS	12,000.00	\$12,000.00
5 Advertising, Job Award	1	LS	7,000.00	\$7,000.00
SUBTOTAL				\$77,500.00

DEMOLITION				
1 Remove Trees and Relocate or Dispose OFF)	29	EA	600.00	\$17,400.00
2 Remove and dispose of 24" CMP	40	LF	32.00	\$1,280.00
3 Remove and dispose of 18" CMP	40	LF	30.00	\$1,200.00
4 Remove and dispose of 30" CMP	64	LF	36.00	\$2,304.00
5 Remove and dispose of 12" PVC Drain Pipe	550	LF	18.00	\$9,900.00
6 Remove and dispose of 16" PVC Drain Pipe	80	LF	23.00	\$1,840.00
7 Remove and dispose of 16" RCP Drain Pipe	80	LF	32.00	\$2,560.00
8 Remove Reinforced Concrete Bulk head	13	EA	750.00	\$9,750.00
9 Remove AC Pavement	10,000	SF	0.64	\$6,400.00
10 Pavement Sawcut	3,600	LF	1.53	\$5,508.00
11 Remove and Dispose of Concrete Apron	2,500	SF	1.70	\$4,250.00
12 Remove Existing Curb & Gutter	116	LF	3.50	\$406.00
13 Adjust Existing utilities to New Grade	1	LS	7,500.00	\$7,500.00
SUBTOTAL				\$70,298.00

STREET				
1 Minor Grading and Site Preparation	1	LS	17,000.00	\$17,000.00
2 Construct 4" AC Pavement on 8" Base	15,000	SF	7.80	\$117,000.00



Board of Directors Agenda Report

MEETING DATE: OCTOBER 22, 2015 ITEM NUMBER: 9C

SUBJECT: Approve Letter of Understanding with CFFA Regarding Completion of Heroes Hall Architectural Design and Construction Documents

DATE: October 16, 2015

FROM: Michele Richards, VP Business Development

PRESENTATION BY: Michele Richards, VP Business Development

RECOMMENDATION

Approve the Letter of Understanding (LOU) with California Fair Financing Authority (CFFA) regarding completion of Heroes Hall architectural design and construction documents.

BACKGROUND

At the Board meeting September 27, 2015, the Board approved the design development concept and project construction estimate for Heroes Hall. The total cost of the Heroes Hall architectural design and construction documents project is estimated to be \$190,366.00. The project is scheduled to commence immediately (see LOU attached).



1776 Tribute Road, Suite 100
Sacramento, CA 95815

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

LETTER OF UNDERSTANDING
“Memorial Gardens/Hero’s Hall
Building Architectural Design & Construction Documents”

To: Rebecca Desmond, Deputy Executive Director
California Fairs Financing Authority
Date: September 21, 2015

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

Subject: Letter of Understanding No. 15-042 (CFFA Project No. 032-15-042)

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

PROJECT: See Exhibit A, September 21, 2015
SCHEDULE: Immediately through completion
FUNDING: Fair Funded

1. The Fair shall pay Authority for Authority’s actual costs and expenses in connection with the Project, including staff time, overhead, project administration, project inspection fees and third party charges (“Project Cost”), per Authority’s fee schedule, where applicable. These costs shall be paid in advance, or later as directed by Authority.

2. On or before October 2, 2015, Fair shall encumber and maintain funds, in the amount of **ONE HUNDRED NINETY THOUSAND, SIX HUNDRED and SEVENTY DOLLARS and 00/100 CENTS (\$190,670.00)**, which is the current estimated Project Cost. The Fair shall set up a separate liability account for these funds and provide periodic balance updates to Authority upon request. These funds will be disbursed only as directed, from time to time, by Authority. Authority will notify Fair in writing in the event that the Authority determines that the estimated remaining Project Cost exceeds the funds in the separate liability account. Upon receipt of such notice, Fair will immediately encumber additional funds in the separate liability account.

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

Rebecca Desmond
Deputy Executive Director
California Fair Services Authority

Date

Kathy Kramer
Chief Executive Officer
OC Fair & Event Center

Date



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
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EXHIBIT A (LOU 15-042) Memorial Gardens/Hero's Hall Architectural Design & Construction Documents

September 21, 2015

Project No. **032-15-042**
ORANGE COUNTY FAIR & EVENT CENTER

The cost proposal is based upon the following assumptions:

- A. The site of the proposed project is at the 32nd DAA/Orange County Fairgrounds (Fair).
- B. The contracts will be between CFFA and the Consultant (ATI Architects).
- C. Upon completion of design/construction documents CFFA will upon direction from OC Fair will submit a new LOU to bid this project for construction.

The total cost of the “**Memorial Gardens/Hero's Hall Architectural Design & Construction Documents**” project, is estimated to be \$190,670.00. This cost includes the consultant scope increase cost contingency of 10% for scope increase or unforeseen issues, and CFFA administration fees. The project administration fee for CFFA to provide support for this project is \$9,366.00, which is based upon 6% of the construction cost. Additional CFFA administration fees will be incurred based upon the amount of the construction contingency funding that is utilized, and will be calculated at 6% of the actual amount expended. The administration support fee is comprised of some contract preparation, accounting, and contractor interface assistance. A breakdown of the total cost follows.

**Orange County Fair & Event Center
 Memorial Gardens/Hero's Hall
 Architectural Design & Construction Documents**

<u>PROJECT DESIGN COSTS</u>		
Consultant Proposal	\$ 156,100.00	
Misc. Costs, i.e. shipping, printing, etc..	\$ 400.00	
	Document Sub-Total	\$ 156,500.00
CONSULTANT SCOPE CONTINGENCY (10%)	\$ 15,610.00	\$ 15,610.00
Travel-Hotel	\$ 5,000.00	\$ 5,000.00
<u>ADMINISTRATION FEES</u>		
Project Administration Fee (6%)		\$ 9,366.00
Total Costs, with Fees		\$ 190,670.00

*Only actual costs directly associated with any utilized construction contingency funds will be subject to CFFA's Administration Fee.

It is scheduled that the project will commence immediately. The Fair will be billed monthly upon receipt of the Consultants invoice, with the project administration fee being billed at the same time. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

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

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees

and disbursements) incurred by such prevailing party in connection with such action or proceeding. CFFA will take no further action until the Fair accepts the terms and conditions of this proposal. Upon your acceptance of this proposal, this proposal shall be incorporated into a LOU and shall become a part thereof.

CFFA represents and warrants that it has the statutory and/or legal authority to enter into contracts with contractor and third parties for the express and specific purpose of performing the work identified in the LOU. CFFA further represents and warrants that it has the statutory and/or legal authority to enter into LOU 15-042, through the undersigned party.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 15-042, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Kathy Kramer is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



Board of Directors Agenda Report

MEETING DATE: OCTOBER 22, 2015 ITEM NUMBER: 9D

SUBJECT: Ratification of Updated OC FEC Smoking Policy

DATE: October 16, 2015

FROM: Michele Richards, VP Business Development

PRESENTATION BY: Michele Richards, VP Business Development

RECOMMENDATION

Review and ratify updated OC FEC smoking policy language.

BACKGROUND

At the September 27, 2015 meeting, the Board of Directors voted to update OC FEC policy to prohibit smoking at OC FEC self-produced events. While the change in policy has already been approved by the Board, staff presents the following updated language reflecting this decision for ratification by the Board of Directors.

By state law and in the interest of public health, smoking shall not be permitted in or within 20 feet of any State of California building, including the Santa Ana Pavilion area, OC Promenade area, Centennial Farm, Pacific Amphitheatre seating area, and Arena grandstand and bleacher seating areas. This policy includes the use of electronic cigarettes, vaporizers and oil/wax pens.

During OC FEC-produced events (i.e. OC Fair, Imaginology) smoking and the use of electronic cigarettes, vaporizers and oil/wax pens is prohibited.

Year-round event promoters may adopt more restrictive policies at their discretion, and with the prior approval of the Association.



Board of Directors Agenda Report

MEETING DATE: OCTOBER 22, 2015 ITEM NUMBER: 9E

SUBJECT: Review and Approve the Appointment of the Board Chair to serve on behalf of the 32nd District Agricultural Association as an Elector for the California Fair Services Authority (CFSA) Board of Directors Elections

DATE: October 16, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

OC Fair & Event Center Board of Directors adopt the following resolution:

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

BACKGROUND

According to Policy 4.2.7, the CEO or the CEO's designee is the Association's representative to the following organizations: Western Fairs Association, California Fair Services Authority, and the California Construction Authority.



Board of Directors Agenda Report

MEETING DATE: OCTOBER 22, 2015 ITEM NUMBER: 9F

SUBJECT: The 32nd District Agricultural Association Board of Directors delegates authority to execute all forms of agreements, contracts, and purchase orders without further authorization from the Board of Directors (Policy 2.3.5). All such agreements, contracts and purchase orders are to be submitted to the Board of Directors for review at subsequent meetings. This delegation is subject to board review at each annual meeting

DATE: October 16, 2015

FROM: Kathy Kramer, CEO

PRESENTATION BY: Kathy Kramer, CEO

RECOMMENDATION

Approve the following delegation of authority: The 32nd District Agricultural Association Board of Directors delegates contractual authority to the CEO, Kathy Kramer, up to \$50,000 for general contracts and \$300,000 for talent guarantees. Michele Richards, Vice President Business Development, and Debbye McDaniel, Vice President Finance and Administration, may sign contractual instruments as delegated by the CEO within the limits of the aforementioned contractual authority. Additionally, the Board authorizes an exemption for staff to issue payment for billings in excess of \$50,000 via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services.

BACKGROUND

The 32nd District Agricultural Association Board of Directors delegates authority to the CEO to execute all forms of agreements without further authorization from the Board of Directors (Policy Reference 2.3.5):

The CEO may not Execute a check or purchase commitment of greater than \$50,000, unless such commitment has been authorized by the Board via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services. For expenses related to emergencies or construction change orders that exceed the \$50,000 limit, approval for such expenses requires dual approval of the CEO and Chair of the Board. In the absence of the Chair, the Vice Chair can approve such an expense. Any expense approved by the CEO and the Chair, or in the Chair's absence the Vice Chair, shall be reported to the full Board at the next Board meeting. An exception exists for talent guarantees which are no greater than \$300,000. Splitting orders to avoid this limit is not acceptable.

All such agreements are to be submitted to the Board of Directors for review at subsequent meetings.

The Association is obligated to comply with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement (Policy Reference 2.4.5).

This delegation is further defined by Policy 2.4.5:

The CEO will not procure any goods or services without complying with any and all applicable portions of the California Public Contracts Code, the State Contracting Manual, the Department of General Services' State Administrative Manual and guidelines for procurement.

and Policy 2.6.4:

The CEO will not create obligations to consultants and contract workers for more than \$50,000 and/or for longer than one year in duration.

This delegation is subject to board review at each annual meeting.