



## **Board of Directors Agenda Report**

**MEETING DATE: JUNE 25, 2020 ITEM NUMBER: 10F**

**SUBJECT:** Consideration of and Vote on Whether or Not to Approve Use of the Costa Mesa Building by the American Red Cross for Emergency Blood Drives on July 7, 13, 27 and August 10, 2020

**DATE:** June 19, 2020

**FROM:** Michele Richards, CEO

**PRESENTATION BY:** Michele Richards, CEO

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### **RECOMMENDATION**

At the Board of Directors' discretion.

### **BACKGROUND**

In April, 2020 Governor Gavin Newsom announced the launch of the "Californians for All" service initiative. The initiative partners with a coalition of nonprofit organizations, including the American Red Cross, in support of community service and provides volunteer opportunities throughout the state for Californians to unite in helping each other through the COVID-19 pandemic.

Fairs throughout the state are called upon frequently during emergencies to serve as sites for disaster relief, emergency evacuations, medical operations, food distribution and blood donations.

Due to COVID-19, blood drives hosted by Orange County businesses have been canceled leaving the American Red Cross with a critical shortage of blood and few options for donation sites.

As part of Orange County Fair & Event Center's responsibility to the community during emergencies, we are requesting approval to provide the American Red Cross with a \$0 rental agreement of the **Anaheim Building** for five emergency community blood drives on **July 9, 13, 27 and August 10, 2020**. (Please note that the location and one of the dates has changed for the blood drives since the June agenda was posted.)

Strict health and safety procedures will be in place for staff and donors.

Rental Agreement R-098-20 attached.

REVIEWED\_\_\_\_\_

APPROVED\_\_\_\_\_

**RENTAL AGREEMENT**

THIS RENTAL AGREEMENT hereinafter, called the Agreement by and between the **32<sup>nd</sup> District Agricultural Association** dba **OC Fair & Event Center**, hereinafter called the Association, and **American Red Cross** hereinafter, called the Renter. Association and Renter may be collectively referred to as the Parties.

**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:

**July 9, 2020; July 13, 2020; July 27, 2020; August 10, 2020**

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. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
4. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

**American Red Cross - Blood Drive**

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

**\$0.00**

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.
7. Renter shall abide by the additional terms and conditions indicated in the following Exhibits "A" "B" "C" "E" "F" and "V" attached to this Agreement and incorporated by these references.
8. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal government. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
9. If as a result of any Act of God, war, epidemic, accident, fire, violent weather or weather related disaster, strike, lock-out, or other labor controversy, riot, civil disturbance, act of Public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction in transportation services, fire, explosion, or other cause not reasonably within either Party's control and which renders either party's performance impossible, infeasible, or unsafe force majeure event, then either party may cancel this agreement and neither party shall have any further liabilities and/or obligations in connection with this agreement.

10. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.
11. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself/herself 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.
12. Renter further agrees to not sell, exchange or barter, or permit his employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
13. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
14. 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.
15. The Rules and Regulations printed on the next page 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.
16. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
17. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this 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.**
18. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

**American Red Cross  
100 Red Cross Circle  
Pomona, CA 91768**

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Angeline Turner, Regional Donor  
Services Executive**

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

By \_\_\_\_\_ Date: \_\_\_\_\_  
**Title: Joan Hamill, Chief Business Development  
Officer**

# EXHIBIT A

Event Information								
<b>Event Name:</b>	American Red Cross - Blood Drive	<b>Contract No:</b>			R-098-20			
<b>Contact Person:</b>	Laura Rudd	<b>Phone:</b>			(949) 439-0551			
<b>Event Date:</b>	07/09/2020, 07/13/2020, 07/27/2020 & 08/10/2020	<b>Hours:</b>			10:00 AM - 4:00 PM			
<b>Vehicle Parking Fee:</b>	No Charge	<b>Projected Attendance:</b>			50 Per Day			
Facility Rental Fee								
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>			<u>Actual</u>			
<b>Thursday</b>								
Anaheim Building (#16)*	07/09/2020 08:00 AM - 10:00 AM	Move In			No Charge			
Anaheim Building (#16)*	07/09/2020 10:00 AM - 04:00 PM	Event			No Charge			
<b>Monday</b>								
Anaheim Building (#16)*	07/13/2020 10:00 AM - 04:00 PM	Event			No Charge			
<b>Monday</b>								
Anaheim Building (#16)*	07/27/2020 10:00 AM - 04:00 PM	Event			No Charge			
<b>Monday</b>								
Anaheim Building (#16)*	08/10/2020 10:00 AM - 04:00 PM	Event			No Charge			
<b>*Building location is subject to change based on other event activity on grounds.</b>								
<b>Move out must be completed by 11:59 PM Monday - August 10, 2020 to avoid additional charges.</b>					<b>Total:</b> <b>No Charge</b>			
Estimated Equipment Fees								
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>				
Chair (Individual)	Estimate 50	50.00 EA	2.50 EA	No Charge				
Dumpster	Estimate 2	2.00 EA	19.00 EA	No Charge				
Folding Table (Rectangular)	Estimate 10	10.00 EA	15.00 EA	No Charge				
Portable PA System (w/ Wired Mic, Stand and 4 Speakers)	07/09/2020; 07/13/2020; 07/27/2020; 08/10/2020	1.00 DAY	300.00 DAY	No Charge				
Portable Electronic Message Board	07/09/2020; 07/13/2020; 07/27/2020; 08/10/2020	2.00 DAY	75.00 DAY	No Charge				
Stanchion	Estimate 10	10.00 EA	5.00 EA	No Charge				
<b>Total:</b>					<b>No Charge</b>			
Reimbursable Personnel Fees								
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>				
<b>Event Operations</b>								
<b>Set Up</b>								
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	No Charge				
Janitorial Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	No Charge				
<b>Event Days</b>								
Janitorial Attendant	07/09/2020 09:00AM - 04:00PM	2.00 EA	24.00 HR	No Charge				
Janitorial Attendant	07/13/2020 09:00AM - 04:00PM	2.00 EA	24.00 HR	No Charge				
Janitorial Attendant	07/27/2020 09:00AM - 04:00PM	2.00 EA	24.00 HR	No Charge				
Janitorial Attendant	08/10/2020 09:00AM - 04:00PM	2.00 EA	24.00 HR	No Charge				
<b>Tear Down</b>								
Grounds Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	No Charge				
Janitorial Attendant	Estimate 8 Hours	8.00 HR	24.00 HR	No Charge				

## EXHIBIT A

Event Information						
<b><u>Event Sales &amp; Services</u></b>						
Event Coordinator	07/09/2020 09:00AM - 04:00PM	1.00	EA	48.50	HR	No Charge
Event Coordinator	07/13/2020 09:00AM - 04:00PM	1.00	EA	48.50	HR	No Charge
Event Coordinator	07/27/2020 09:00AM - 04:00PM	1.00	EA	48.50	HR	No Charge
Event Coordinator	08/10/2020 09:00AM - 04:00PM	1.00	EA	48.50	HR	No Charge
<b><u>Parking</u></b>						
Parking Attendant	Estimate 28 Hours	28.00	HR	24.00	HR	No Charge
<b><u>Technology</u></b>						
Technology Attendant	Estimate 2 Hours	2.00	HR	48.50	HR	No Charge
				<b>Total:</b>		No Charge
<b>Summary</b>						
Facility Rental Total						\$0.00
Estimated Equipment, Reimbursable Personnel and Services Total						\$0.00
				<b>Grand Total:</b>		<b>\$0.00</b>

**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.**