

TRAYLOR, MARIAN

Subject: Public comment for 6/6/17

GENERAL PUBLIC COMMENTS

-----Original Message-----

From: GREEN, BRENDA
Sent: Monday, June 05, 2017 3:00 PM
To: 'Taylor B' <tbbuynow@gmail.com>
Subject: RE: Public comment for 6/6/17

Hello,

Thank you for your communication. The Council districts do not take effect until the November 2018 election. Currently, Costa Mesa has five Council Members and each of the five represent the entire City. Anybody in Costa Mesa can contact or appeal to any of the five elected representatives.

Sincerely,

Brenda Green
City Clerk
City of Costa Mesa
714/754-5221

-----Original Message-----

From: Taylor B [mailto:tbbuynow@gmail.com]
Sent: Monday, June 05, 2017 2:52 PM
To: CITY CLERK <CITYCLERK@ci.costamesa.ca.us>
Subject: Public comment for 6/6/17

We are concerned that district 6 according to sources in the city clerk's office, is currently unrepresented and that sober living permit applications in district 6 are currently under review without the appropriate elected advocacy. We respectfully submit that sober living permits in district 6 remain unapproved until a representative in district 6 is elected. At this point in time we, the impacted homeowners, lack the due process of appealing to an elected representative in regards to the pending sober living home permits.

Thank you.

Sent from my iPhone

Additional Documents

CC-7 and CC-8

AGREEMENT FOR THE OC FAIR

&

**AGREEMENT FOR ALL INTERIM
EVENTS**

ADDITIONAL DOCUMENTS CC-7

-STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

R ~~A~~ F ~~D~~

AGREEMENT NUMBER SA-133-17FT
REGISTRATION NUMBER

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
COSTA MESA POLICE DEPARTMENT

2. The term of this Agreement is: **06/01/17** through **09/30/17** **FED ID: 95-6005030**

3. The maximum amount of this Agreement is: **\$375,000.00**

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 and coordinate traffic management services during the 2017 OC Fair. See page 2 for additional details. Page 1-2

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

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) Pages 4-6

Check mark one item below as Exhibit D:
 Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Pages 7-10

Exhibit - D* Special Terms and Conditions Pages 11-13

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

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		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) COSTA MESA POLICE DEPARTMENT		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Robert N. Sharpnack, Chief of Police		
ADDRESS P.O Box 1200, Costa Mesa, CA 92626		
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

CONTRACTOR AGREES:

1. To provide and coordinate traffic management service for the 2017 OC Fair at the OC Fair and Event Center.
2. To attend a pre-Fair meeting with District staff in June 2017, a post-Fair meeting with District staff in September 2017, and other meetings during the 2017 OC Fair as determined necessary by the District. Meeting times and locations shall be mutually agreed upon by Contractor and the District.
3. To control or "pickle" traffic lights in unison with the efforts of the District's Parking Department.
4. To close city streets in unison with the efforts of the District's Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.
5. To provide a summary report of field operations, including a description of services performed by field officers.
6. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
7. Invoicing shall include the event name for which services were rendered as well as employee names/titles, shift start and end time, hours worked and employee's hour rate.
8. The District reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule not to exceed maximum rate of \$160.42 per service hour. Total amount not to exceed THREE HUNDRED SEVENTY FIVE THOUSAND DOLLARS and 00/100 (\$375,000.00).
3. Payment will be made no more than thirty (30) days after satisfactory completion of services herein required and upon receipt of proper itemized invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-51

PAYMENT PROVISIONS:

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

Invoice shall be itemized and contain the District's Purchase Order number 046949. Invoice may be sent via email to AP@ocfair.com or mailed as follows:

-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 Contractor's 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).~~ To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless the City of Costa Mesa, its elected officials, officers, agents, employees, and volunteers 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), arising from or in any way related to District's performance or nonperformance of this Agreement, however caused or alleged to have been caused. Notwithstanding the foregoing, neither District nor Contractor shall be liable for the defense or indemnification of the other party for claims, causes of action, complaints, or suits arising out of the sole active negligence or willful misconduct of the other party, its respective officers, agents, and/or employees.

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

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 made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

5. EXPATRIATE CORPORATIONS:

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

6. SWEATFREE CODE OF CONDUCT:

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST:

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

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

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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



EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)

7. AIR OR WATER POLLUTION VIOLATION:

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

8. PAYEE DATA RECORD FORM STD. 204:

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

-End Exhibit D-



EXHIBIT E – INSURANCE REQUIREMENTS

California Fair Services Authority

I. Evidence of Coverage

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

A. Insurance Certificate:

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

1. List as the Additional Insured:

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

2. Dates:

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

3. Coverages:

a. General Liability

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

b. Automobile Liability

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

c. Workers' Compensation

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

d. Medical Malpractice

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

e. Liquor Liability

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

4. Cancellation Notice:

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

5. Certificate Holder:

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

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

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

6. Insurance Company:

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

7. Insured:

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

OR

B. CFSA Special Events Program:

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

OR

C. Master Certificates:

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

OR

D. Self-Insurance:

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

II. General Provisions

A. Maintenance of Coverage:

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



EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

B. Primary Coverage:

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

C. Contractor's Responsibility:

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

D. Certified Copies of Policies:

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

III. Participant Waivers

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

-End Exhibit E-



CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. BOX 1200

REQUEST FOR POLICE SERVICE

Description of event: Orange County Fair and Exposition Center/32nd Agricultural Association Interim Agreement

Date of event: April 1, 2017 through March 31, 2018 Time of event: Varied

Exact location of event: Street 88 Fair Drive, Costa Mesa, Ca 92626 (Orange County Fairgrounds)

Building Various Room n/a

Name of person to contact: Kathy Kramer Ph # 714-708-1514

Number of Police personnel required: Uniform As needed for event Plainclothes As needed

Name and address of party to be billed: 32nd District Agricultural Association/ O.C. Fair and Exposition

Center, 88 Fair Dr, Costa Mesa, Ca 92626

To the attention of: Rebecca Kluck *REBECCA KLUCK*

We understand that we are to be billed no more than the maximum rate of \$ 160.42 _____ per hour of service rendered. Each City employment position will be billed at current rates established in the attached RATE DETERMINATION/SPECIAL EVENT SERVICES (Per A.R. 2.13). There will also be prearranged minimum number of hours identified for employment of City personnel. The Special Event employment position rates may be adjusted at any time by Costa Mesa City Officials based on new salary negotiations.

Please do not pay for this service until you are billed by the City of Costa Mesa.

Indemnity and Insurance Clause, Please Read:

1. "The contractor agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary Workman's Compensation Insurance at Contractor's own cost and expense."

2. Contractor agrees to maintain liability insurance in amounts satisfactory to City and to provide the City a certificate designating the City as a joint insured under Contractor's policy.

Dated: 3/24/17

Signed: *Kathy Kramer, CEO*

Mail Police Department and Finance Department copies to:

Costa Mesa Police Department
P.O. Box 1200
Costa Mesa, CA 92628

RIS All F

AGREEMENT NUMBER SA-132-17YR
REGISTRATION NUMBER

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

COSTA MESA POLICE DEPARTMENT

2. The term of this Agreement is: **04/01/17** through **03/31/18** **FED ID: 95-6005030**

3. The maximum amount of this Agreement is: **\$70,000.00**

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 and coordinate traffic management services during designated Year-Round Events for the OC Fair & Event Center. See Page 2 for additional | Page 1 – 2 |
| Exhibit B – Budget Detail and Payment Provisions (Attached hereto as part of this agreement) | Page 3 |
| Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement) | Pages 4 – 6 |
| 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 7 – 9 |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E - Insurance Requirements (Attached hereto as part of this agreement) | Page 10-12 |

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

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.) COSTA MESA POLICE DEPARTMENT		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Robert Sharpnack, Police Chief		
ADDRESS P.O. Box 1200, Costa Mesa, CA 92626 (714) 754-5115		
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		



EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

1. To provide and coordinate traffic management services during designated Year-Round Events at the OC Fair & Event Center.
2. To provide officers for large-scale events, where there is a high volume of automobile and/or pedestrian traffic.
3. To control or "pickle" traffic lights in unison with the efforts of the District's Parking Department.
4. To close city streets in unison with the efforts of the District's Parking Department. Contractor to update signage boards to reflect street closures and directional information in conjunction with the District's Parking Department.
5. To provide a summary report of field operations, including a description of services performed by field officers.
6. The dates, times and number of police personnel required will be mutually determined by the Costa Mesa Police Department and District Management.
7. Invoicing shall include the event name for which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate.
8. The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

DISTRICT AGREES:

1. To notify Contractor in advance of requested services.
2. Contractor to be paid according to Costa Mesa Police Department fee schedule not to exceed maximum rate of \$160.42 per service hour. Total amount not to exceed SEVENTY THOUSAND DOLLARS (\$70,000.00).
3. Payment will be made no more than thirty (30) days after satisfactory completion of work herein required and upon receipt of proper invoice.

-End Exhibit A-



EXHIBIT B – BUDGET DETAIL & PAYMENT PROVISIONS

BUDGET DETAIL:

District Account #: 5102-30

PAYMENT PROVISIONS:

Payment will be Net 30 based upon satisfactory completion of services herein required and upon receipt of proper invoice, and PO #46948

Invoicing shall include the event name for which services were rendered as well as employee names, shift start and end time, hours worked and employee's hourly rate. When possible, invoices for services shall be submitted within 72 hours following each event.

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 Contractor's 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). To the fullest extent permitted by law, the District shall defend, indemnify, and hold harmless the City of Costa Mesa, its elected officials, officers, agents, employees, and volunteers 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), arising from or in any way related to District's performance or nonperformance of this Agreement, however caused or alleged to have been caused. Notwithstanding the foregoing, neither District nor Contractor shall be liable for the defense or indemnification of the other party for claims, causes of action, complaints, or suits arising out of the sole active negligence or willful misconduct of the other party, its respective officers, agents, and/or employees.~~

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.

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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



EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)

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 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.)

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.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

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.

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.



EXHIBIT D – SPECIAL TERMS AND CONDITIONS

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION:

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

3. AMERICANS WITH DISABILITIES ACT:

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

4. CONTRACTOR NAME CHANGE:

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

6. RESOLUTION:

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

7. AIR OR WATER POLLUTION VIOLATION:

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

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.



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-

ADDITIONAL DOCUMENTS FOR CC-7 & CC-8

2708 E Wilson Avenue
Orange, CA 92867
June 4, 2017

VIA EMAIL

Costa Mesa City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Re: Regarding Costa Mesa City Council June 6, 2017, Meeting Agenda Consent Calendar Item 7: Traffic Management Services Agreement with the 32nd District Agricultural Association for the 2017 Orange County Fair and Item 8: Traffic Management Services Agreement with the 32nd District Agricultural Association for All Interim Events at the Orange County Fair and Event Center

Dear City Council Members,

I request that Items 7 and 8 on the Consent Calendar for the June 6, 2017, Costa Mesa City Council meeting be pulled for discussion regarding the discounted rates for sworn personnel services provided to the 32nd District Agricultural Association (32nd DAA). Current policy allows the costs of overhead and indirect costs for sworn personnel to be excluded from billing for special/community events including events at the 32nd DAA, a wealthy state agency with over \$36 million in cash reserves. Excluding overhead and indirect costs places an undue burden on the taxpayers of Costa Mesa and is not a fiscally conservative policy. Council should revise this policy and end the discounting of the services of sworn personnel.

The discounted rates policy was enacted at the July 5, 2011, City Council meeting (Staff Report attached) and at the time resulted in a decrease in billable rates of between 23.0% to 29.0%, with an average decrease in hourly rates of about 27%. (Staff Report, Table A) The actual costs associated with providing the services did not decrease, but the billable rate were decreased, requiring the difference in costs to be paid for by the taxpayers of Costa Mesa. The staff report states,

“Therefore, staff is recommending to exclude any overhead or indirect costs when calculating these rates with the effective date as of April 1, 2011. This will reduce the hourly rate by approximately 27% and potentially reduce revenue compared to previous years. However, having a lower special events rate then previously calculated, may entice more events to come to Costa Mesa and thereby increase future revenue.”

The old cliché of “We will lose money on every item but we will make a profit because we’re going to make it up in volume” is invoked to justify this decision. This logic makes no sense, places an undue burden on the taxpayers of Costa Mesa, and is not fiscally sound.

The 32nd DAA is the major beneficiary of the largesse of the taxpayers of Costa Mesa as sworn personnel are used during the annual 25 day OC Fair and a multitude year round events. The City Council is reminded of the unpaid bill for the Trump riot caused by the 32nd DAA during April 2016 which resulted in the taxpayers of Costa Mesa, not the 32nd DAA, paying for the \$30,009.83 of public safety services needed to prevent the rioters from looting the Arco

station or harming the residents of College Park and the Vanguard neighborhoods. The 32nd DAA was paid in full for their services but stuck the taxpayers of Costa Mesa with the bill for their screwup.

The 32nd DAA is clearly able to afford the fully burdened costs of sworn personnel services and does not need their lucrative entertainment and alcohol sales operations subsidized by the hardworking taxpayers of Costa Mesa. The most recent financial statements of the 32nd DAA (enclosed) show \$45,719,447 in operating revenues, \$36,897,631 in operating expenses, \$9,059,842 in profits (19.8% profit margin) and \$36,740,379 in cash and cash equivalent reserves. The additional costs of rates for sworn officers which include the full overhead and indirect costs will not be a significant, or perhaps even readily detectable cost, for the 32nd DAA.

The City Council is requested to direct staff to revise the rates charged for sworn personnel for special/community events and to bring back the changes to Council to be enacted. If you use the services, you pay for the services, which is a simple and clear concept which must be applied to this matter.

Sincerely,



Reggie Mundekis



CITY COUNCIL AGENDA REPORT

MEETING DATE: JULY 5, 2011

ITEM NUMBER:

SUBJECT: SPECIAL/COMMUNITY EVENT RATES FOR SWORN (POLICE AND FIRE) PERSONNEL

DATE: JUNE 29, 2011

FROM: FINANCE DEPARTMENT /FINANCIAL PLANNING DIVISION

PRESENTATION BY: BOBBY YOUNG, BUDGET AND RESEARCH OFFICER

**FOR FURTHER INFORMATION CONTACT: BOBBY YOUNG, BUDGET AND RESEARCH OFFICER
(714) 754-5241**

RECOMMENDED ACTION

Provide direction to staff when calculating the City's rate determination for sworn personnel, used when billing for special/community events, by excluding overhead and indirect costs, and to amend Administrative Regulation 2.13.

BACKGROUND

As set forth under Administrative Regulation 2.13, City staff annually determines personnel rates charged to users for both special events and non-special events and these rates are approved by the Chief Executive Officer (CEO). This listing of rates also includes both sworn and non-sworn personnel. In determining the rates, staff begins with the regular hourly top step rate and adds all benefit costs associated with each position. These benefit costs include PERS, health benefits and Medicare. As allowed within the administrative regulation, staff also includes administrative costs (overhead and indirect). The total of this calculation is the Straight Time Hourly Rate. Staff then calculates a Special Event/Overtime Rate at one and a half (1½) times the straight time hourly rate.

ANALYSIS

Given recent City Council desire to make the City more attractive for special events, staff conducted a survey of hourly rates charged by other cities in the county for sworn (Police) personnel – Attachment 1. Upon noticing the City of Costa Mesa was the highest of those surveyed, Finance staff was requested in March to review the current calculations to determine if the hourly rates could be altered to more closely align with other cities in the county. Finance staff currently calculates the rate using a full cost reimbursement method, which includes the top step hourly amount plus an overhead and indirect cost amount.

Therefore, staff recommends excluding just the overhead and indirect cost rates from the calculation, thereby reducing the overall hourly rate to be charged. Even though under the current administrative regulation, the CEO has authority to approve the hourly rates, the CEO desired this item be presented to City Council. Unfortunately, staff was not able to bring this item before City Council any earlier, and therefore requests any new rates to be effective as of April 1, 2011.

The table below provides examples of the current rate and how the rate would change under the recommended option.

Table A	Rate Determination – Special Event OT Rate			
	Current Calculation Method	Calculation (excluding OH and ID cost rates)	Difference	Percent Change
Police Officer	\$ 151.90	\$ 107.86	(\$ 44.04)	(29.0%)
Police Officer – Motorcycle	157.11	112.29	(44.82)	(28.5%)
Senior Police Officer	159.22	113.08	(46.14)	(29.0%)
Sr Police Officer - Motorcycle	164.69	117.73	(46.96)	(28.5%)
Police Corporal	166.91	118.56	(48.35)	(29.0%)
Police Sergeant	183.94	130.70	(53.24)	(28.9%)
Police Sergeant - Motorcycle	190.30	136.10	(54.20)	(28.5%)
Police Lieutenant	224.90	159.96	(64.94)	(28.9%)
Fire Fighter	119.30	91.87	(27.43)	(23.0%)
Fire Fighter / Paramedic	140.44	104.35	(36.09)	(25.7%)
Fire Engineer	141.69	107.83	(33.86)	(23.9%)
Fire Captain	164.57	124.62	(39.95)	(24.3%)
Battalion Chief	199.54	147.79	(51.75)	(25.9%)

As seen, the average decrease compared to the current rates is about 27%. Since the hourly rate is charged for Special Events, any changes that would lower the rate might also lower the expected revenue from events including the Orange County Fair and OC Marathon. However, the City’s revenue amount could be increased should the City attract more special events requiring a fee.

In comparison with the budget, the City normally conservatively budgets Special Policing revenue. In the FY 11-12 budget, staff is proposing a total of \$400,000 in revenue from Special Policing fees. Based on a recent review of the current year revenues, the estimated amount to be received for FY 10-11 is approximately \$500,000. Therefore, the proposed budget for FY 11-12 is about 20% lower than the current year estimated actual.

ALTERNATIVES CONSIDERED

The City Council could provide other methods in determining the hourly rate amounts, however the rate may not exceed the cost of providing the service (the current full cost reimbursement method).

FISCAL REVIEW

As presented, the recommendation of excluding overhead and indirect costs when determining the rate will reduce the rate by approximately 25%. This will have an impact on the revenues the City would have otherwise received. However, for the 2011-12 fiscal year, staff was conservative with its proposed revenue amount. Upon review of current estimated ending revenue in FY 10-11, it would appear staff was about 20% less in its estimate for the coming fiscal year.

Outside of this analysis, determining an exact revenue reduction amount is difficult given that revenue is based on the number of events and the overall staffing needs of those events in a given fiscal year. It should be noted, that an increase in events requiring sworn personnel's assistance, could increase total revenue for Special Policing Fees.

LEGAL REVIEW

Legal review is not required.

CONCLUSION

Recently there has been a desire to try and make Costa Mesa more attractive to use for special events. One element to a large special event is the potential need of sworn personnel and therefore the event coordinators would reimburse the City for such costs. In comparison to some other cities, it was concluded that Costa Mesa's current rate for sworn services are higher than other cities. Therefore, staff is recommending to exclude any overhead or indirect costs when calculating these rates with the effective date as of April 1, 2011. This will reduce the hourly rate by approximately 27% and potentially reduce revenue compared to previous years. However, having a lower special events rate then previously calculated, may entice more events to come to Costa Mesa and thereby increase future revenue.

BOBBY YOUNG
Budget & Research Officer

Attachment(s): 1 - [Administrative Regulation 2.13](#)
2 - [Survey of Other Orange County Cities Traffic Related Event Fees](#)

**32nd D A A - OC Fair & Event Center
Balance Sheet (Unaudited)
April 30, 2017 and 2016**

	2017	2016
Assets		
Cash	\$ 3,744,943	\$ 3,095,817
Investments	32,995,435	30,787,388
Accounts Receivable	3,278,135	1,722,819
Reserve for Bad Debt	(19,379)	(18,283)
Prepaid Expenses	562,532	475,471
Deferred Outflows - Pension	2,061,693	1,836,449
Total Assets	42,623,359	37,899,661
Capital Projects in Process	6,428,710	2,270,310
Land	133,553	133,553
Buildings and Improvements	87,730,419	84,743,350
Equipment	7,340,068	6,826,183
Accumulated Depreciation	(48,805,422)	(45,494,855)
Total Capital	52,827,328	48,478,541
Total Assets	\$ 95,450,687	\$ 86,378,202
Liabilities		
Accounts Payable	869,080	752,578
Deferred Revenue	7,529,860	6,292,709
Payroll Liabilities	392,095	343,006
Deposits	14,501	46,166
Other Liabilities	436,674	436,674
Compensated Absences Liability	936,362	935,843
Deferred Inflows - Pension	437,969	2,382,651
Pension Liability	14,175,597	12,065,216
Total Liabilities	24,792,138	23,254,843
Net Resources		
Investment in Capital Assets	52,827,328	48,478,542
Net Resources - Designated Use	859,341	859,341
Net Resources - Available for Operations	32,818,664	29,592,494
Unrestricted Net Position - Pension	(12,551,873)	(12,611,418)
Net Resources - Auction Fund	13,502	13,921
	73,966,962	66,332,880
Net Proceeds from Operations	(3,308,413)	(3,209,521)
Total Net Resources	70,658,549	63,123,359
Total Liabilities and Net Resources	\$ 95,450,687	\$ 86,378,202

32nd D A A - OC Fair & Event Center
Statement of Operations - Detailed (Unaudited)
For the Four Months Ended April 30, 2017 and 2016

	2017 Year to Date Amount	Budget Year to Date Amount	Budget Variance	2016 Year to Date Amount	Year over Year Variance	Full 2017 Budget
OCFEC-PRODUCED EVENT REVENUE						
ADMISSIONS TO GROUNDS						
Gate Admissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,971,730
Advance Admissions	-	-	-	-	-	3,306,678
Subtotal	-	-	-	-	-	11,278,408
COMMERCIAL SPACE RENTALS	1,696	3,500	(1,804)	1,995	(299)	1,357,800
CARNIVAL & CONCESSIONS						
Carnival	-	-	-	-	-	3,900,000
Concessions	3,958	1,500	2,458	-	3,958	8,430,861
Subtotal	3,958	1,500	2,458	-	3,958	12,330,861
EXHIBITS REVENUE						
Entry Fees	11,589	7,700	3,889	5,339	6,250	69,563
Donations/Awards	-	500	(500)	900	(900)	5,160
Sales	2,869	26,473	(23,604)	1,579	1,290	42,494
Subtotal	14,458	34,673	(20,215)	7,818	6,640	117,217
ATTRACTIONS REVENUE	35,391	-	35,391	-	35,391	5,608,165
MISC OCFEC-PRODUCED EVENT REVENUE						
Parking	-	-	-	-	-	2,929,381
Sponsorships	13,100	5,000	8,100	36,606	(23,506)	1,949,745
Livestock Auction Receipts	-	-	-	-	-	320,663
Camping	-	690	(690)	690	(690)	91,780
Exhibitor Fees	-	-	-	800	(800)	28,300
Miscellaneous Other Self Produced Revenue	66,667	105,400	(38,733)	100,000	(33,333)	155,400
Subtotal	79,767	111,090	(31,323)	138,096	(58,330)	5,475,268
TOTAL OCFEC-PRODUCED EVENT REVENUE	135,270	150,763	(15,493)	147,910	(12,640)	36,167,719
RENTAL REVENUE						
RENTAL OF FACILITIES						
Facility Rental Fees	-	-	-	-	-	145,000
Grounds Wide Rentals	10,575	(15,000)	25,575	15,000	(4,425)	43,100
Building 10	112,400	108,200	4,200	105,575	6,825	315,500
Building 12	44,700	78,300	(33,600)	74,515	(29,815)	174,100
Building 14	44,380	35,000	9,380	33,750	10,630	109,000
Building 16	18,900	23,100	(4,200)	22,000	(3,100)	108,600
The Hangar	62,800	120,100	(57,300)	103,600	(40,800)	313,400
Parade of Products	17,400	22,700	(5,300)	21,463	(4,063)	101,400
Breezeway	4,043	(3,900)	7,943	1,000	3,043	73,300
Wine Courtyard	-	1,600	(1,600)	1,500	(1,500)	5,400
Silo Building	800	1,600	(800)	1,900	(1,100)	2,800
Millennium Barn	-	-	-	900	(900)	3,600
Little Theater	-	3,400	(3,400)	4,908	(4,908)	6,700
Baja Blues Restaurant	2,625	4,400	(1,775)	3,500	(875)	5,900
Livestock Office	-	-	-	3,760	(3,760)	-
Parking Lot	605,488	669,700	(64,213)	628,641	(23,154)	2,004,100
Lawns	1,000	1,100	(100)	1,000	-	11,400
Event Camping	8,290	5,900	2,390	5,840	2,450	56,300
Festival Grounds	450	16,800	(16,350)	16,500	(16,050)	36,800
Mall	6,200	11,600	(5,400)	11,250	(5,050)	45,200
Grandstand Arena	-	8,200	(8,200)	8,000	(8,000)	28,200
Trailer Rallies	1,300	1,000	300	1,060	240	1,700
Individual Camping	43,060	30,300	12,760	30,295	12,765	60,400
Pacific Amphitheater	30,975	(26,400)	57,375	39,150	(8,175)	35,100
Subtotal	1,015,385	1,097,700	(82,315)	1,135,106	(119,721)	3,687,000
OTHER RENTAL EVENT REVENUES						
Interim Admissions	101,914	89,300	12,614	89,320	12,594	273,900
Interim Parking	605,734	545,200	60,534	629,577	(23,843)	1,988,329
Revenue from Personnel Services	447,951	467,300	(19,349)	504,526	(56,575)	1,442,600
Equipment Rentals	176,720	205,500	(28,780)	223,329	(46,609)	770,400
Year-Round Concessions	247,896	212,500	35,396	229,295	18,601	854,000
Outside Caterers	84,906	104,800	(19,894)	105,561	(20,655)	220,500
Outdoor Signs	16,000	16,100	(100)	16,000	-	48,370
Subtotal	1,681,122	1,640,700	40,422	1,797,608	(116,486)	5,598,099

32nd D A A - OC Fair & Event Center
Statement of Operations - Detailed (Unaudited)
For the Four Months Ended April 30, 2017 and 2016

	2017 Year to Date Amount	Budget Year to Date Amount	Budget Variance	2016 Year to Date Amount	Year over Year Variance	Full 2017 Budget
EQUESTRIAN CENTER REVENUES						
Stall Rentals	47,439	58,313	(10,874)	30,154	17,285	146,587
Subtotal	47,439	58,313	(10,874)	30,154	17,285	146,587
OTHER OPERATING REVENUES						
Discounts Earned	-	4,000	(4,000)	5,124	(5,124)	24,000
Miscellaneous	14,505	21,810	(7,305)	40,360	(25,855)	95,761
Subtotal	14,505	25,810	(11,305)	45,484	(30,979)	119,761
TOTAL RENTAL REVENUE	2,758,452	2,822,523	(64,071)	3,008,353	(249,901)	9,551,447
TOTAL OPERATING REVENUE	2,893,721	2,973,286	(79,565)	3,156,263	(262,541)	45,719,165
NON-OPERATING REVENUE						
Interest Earnings	77,422	47,000	30,422	49,812	27,610	143,000
Grants	58,576	70,000	(11,424)	2,564	56,011	95,308
Other Non-Operating Revenue	3,444	-	3,444	-	3,444	-
Prior Year Revenue	16,021	-	16,021	2,191	13,830	-
TOTAL NON-OPERATING REVENUE	155,462	117,000	38,462	54,567	100,894	238,308
TOTAL REVENUE	3,049,183	3,090,286	(41,103)	3,210,830	(161,647)	45,957,473
OPERATING EXPENSES						
Payroll and Related:						
Salaries/Wages - Permanents	1,767,974	1,987,974	220,000	1,655,941	(112,033)	5,994,323
Salaries/Wages - Overtime	13,948	8,743	(5,205)	12,565	(1,383)	68,660
Salaries/Wages - Temporaries	451,708	633,079	181,371	612,005	160,297	5,055,935
Employee Benefits	1,097,014	1,241,532	144,519	988,701	(108,313)	4,169,876
Capital Labor Offset	-	-	-	-	-	-
Travel Expense	25,571	51,019	25,448	19,233	(6,338)	116,505
Training and Recruiting Expense	28,528	34,366	5,837	18,572	(9,956)	109,341
Subtotal	3,384,744	3,956,713	571,970	3,307,018	(77,726)	15,514,640
Professional Services:						
Professional Services	391,429	745,005	353,576	506,979	115,550	4,500,000
Judges	2,224	6,923	4,699	3,852	1,628	29,993
Subtotal	393,653	751,928	358,275	510,831	117,178	4,529,993
Directors Expense:						
Directors Expense	4,444	800	(3,644)	164	(4,280)	7,000
Directors Mtg Expense	5,509	4,000	(1,509)	2,600	(2,908)	12,000
Subtotal	9,952	4,800	(5,152)	2,764	(7,188)	19,000
Insurance Expense	78,080	212,703	134,623	208,328	130,248	406,053
Telephone & Postage	55,412	57,805	2,394	54,343	(1,068)	185,646
Supplies and Equipment:						
Office Supplies	25,750	37,540	11,789	37,682	11,932	158,010
Signs/Banners	14,274	24,052	9,778	10,757	(3,517)	130,436
Decorations/Props	30,043	21,472	(8,571)	13,866	(16,177)	225,247
Small Equipment	17,171	23,708	6,537	22,476	5,305	38,552
Audio Visual	14,178	13,660	(518)	5,945	(8,233)	43,560
Software	27,079	39,265	12,186	55,215	28,137	55,691
Computer Hardware & Peripherals	21,830	26,855	5,025	20,771	(1,059)	40,455
Farm	14,331	17,448	3,117	13,121	(1,209)	81,748
Ticketing/Wristbands	7,990	15,542	7,551	9,269	1,279	53,232
Equipment Rental	39,901	118,652	78,751	82,312	42,412	2,628,389
Equipment Maintenance & Supplies	74,348	86,800	12,452	70,916	(3,431)	208,491
Uniforms & Laundry	20,222	28,321	8,099	14,302	(5,920)	89,654
Subtotal	307,117	453,313	146,196	356,634	49,516	3,753,465
Facility and Related:						
Maintenance of Buildings/Grounds	109,019	78,948	(30,071)	62,081	(46,938)	275,196
Utilities	211,649	250,414	38,765	208,689	(2,960)	1,352,814
Trash/Waste Removal	179,777	249,762	69,985	206,326	26,548	1,587,355
Rental of Facilities	-	300	300	-	-	1,000
Special Repairs	96,595	116,350	19,755	94,586	(2,009)	615,700

32nd D A A - OC Fair & Event Center
Statement of Operations - Detailed (Unaudited)
For the Four Months Ended April 30, 2017 and 2016

	2017 Year to Date Amount	Budget Year to Date Amount	Budget Variance	2016 Year to Date Amount	Year over Year Variance	Full 2017 Budget
Subtotal	597,041	695,774	98,734	571,682	(25,359)	3,832,065
Publicity and Related:						
Photography	1,025	12,050	11,025	6,289	5,264	24,139
Contests	-	7,000	7,000	5,691	5,691	7,400
Printing	34,749	30,755	(3,994)	16,011	(18,738)	64,680
Advertising - Outdoor	3,000	4,100	1,100	-	(3,000)	214,250
Advertising - Radio	55,541	132,500	76,959	109,799	54,258	371,750
Advertising - TV	-	-	-	-	-	500,000
Advertising - Print	13,713	9,164	(4,549)	905	(12,808)	132,914
Advertising - Online	11,630	54,123	42,493	32,016	20,386	324,624
Promotional Expense	30,598	31,127	529	25,955	(4,643)	117,835
Brochure Printing	-	2,500	2,500	-	-	57,450
Buttons Printing	-	2,200	2,200	-	-	10,780
Media Relations	892	7,093	6,201	1,787	894	10,800
Public Relations Expense	8,552	20,445	11,892	13,947	5,395	109,174
Design & Production	-	5,400	5,400	-	-	16,200
Sponsorships	22,907	66,400	43,493	38,413	15,505	334,265
Special Projects	1,762	3,250	1,488	3	(1,759)	6,250
Subtotal	184,370	388,108	203,737	250,814	66,444	2,302,511
Self-Produced Events Attractions Expense:						
Arena/Hangar Acts	-	-	-	-	-	583,663
Grounds Acts	20,398	17,000	(3,398)	16,200	(4,198)	586,400
Major Acts	-	-	-	-	-	4,000,000
Attractions Hospitality	-	-	-	-	-	119,238
Subtotal	20,398	17,000	(3,398)	16,200	(4,198)	5,289,300
Other Self-Produced Event Expense:						
Competition Handbook	1,246	2,100	854	2,093	847	2,100
Jr. Livestock Auction Costs	-	540	540	540	540	299,842
Subtotal	1,246	2,640	1,394	2,634	1,388	301,942
Premium Expense:						
Cash Premiums	1,540	1,500	(40)	1,440	(100)	89,000
Trophies, Ribbons	2,059	2,600	541	2,592	533	22,752
Subtotal	3,599	4,100	501	4,032	433	111,752
Other Operating Expenses:						
Cash Shortages/(Overages)	18	686	668	(1,096)	(1,114)	14,468
Dues & Subscriptions	30,727	47,997	17,270	22,333	(8,393)	82,798
Bank Charges	28,035	39,726	11,691	35,262	7,226	386,927
Miscellaneous Expense	11,474	10,100	(1,374)	14,118	2,644	167,072
Subtotal	70,254	98,509	28,254	70,617	363	651,266
TOTAL OPERATING EXPENSE	5,105,866	6,643,393	1,537,527	5,355,898	250,031	36,897,631
Non-Operating Expenses						
Depreciation Expense	1,087,572	1,033,332	(54,240)	938,686	(148,886)	3,099,996
Major Projects	141,948	255,734	113,786	100,282	(41,666)	260,004
* Pension Expense - GASB 68	-	300,000	300,000	-	-	900,000
Prior Year Expense	22,210	-	(22,210)	25,486	3,276	-
TOTAL NON-OPERATING EXPENSE	1,251,730	1,589,066	337,336	1,064,453	(187,277)	4,260,000
TOTAL EXPENSES	6,357,596	8,232,459	1,874,863	6,420,351	62,754	41,157,631
NET PROCEEDS	\$ (3,308,413)	\$ (5,142,173)	\$ 1,833,760	\$ (3,209,521)	\$ (98,892)	\$ 4,799,842

**32nd District Agricultural Association
OC Fair & Event Center
Costa Mesa, CA**

**Statement of Cash Flows (Unaudited)
For the Four Months Ended April 30, 2017 and 2016**

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Excess of Expenses Over Revenues	\$ (3,308,413)	\$ (3,209,521)
Adjustment to Reconcile Excess of Revenue Over Expenses to Net Cash Provided by Operating Activities:		
Non-Cash Charges (Credits) to Net Income		
Depreciation Expense	1,087,572	938,686
(Increase) Decrease in Assets		
(Increase) Decrease in Accounts Receivable	(2,947,109)	(1,423,775)
(Increase) Decrease in Notes Receivable	0	253,158
(Increase) Decrease in Deferred Expenses	(517,674)	(455,888)
Increase (Decrease) in Liabilities		
Increase (Decrease) in Accounts Payable	(207,731)	144,012
Increase (Decrease) in Deferred Revenue	6,783,453	6,080,350
Increase (Decrease) in Payroll Liabilities	(5,073)	(25,083)
Increase (Decrease) in Deposits	9,501	16,039
Total Adjustments	4,202,939	5,527,499
Net Cash Provided (Used) by Operating Activities	894,526	2,317,978
CASH FLOWS FROM INVESTING ACTIVITIES		
(Increase) Decrease in Capital Projects in Progress	(2,382,749)	(8,860)
(Increase) Decrease in Building & Improvements	21,614	(2,003,433)
Net Cash Provided (Used) by Investing Activities	(2,361,135)	(2,012,293)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Cash Provided (Used) by Financing Activities	0	0
NET INCREASE (DECREASE) IN CASH	(1,466,609)	305,685
Cash and Cash Equivalent - Beginning of Year	38,206,988	33,577,520
Cash and Cash Equivalent - End of Period	\$ 36,740,379	\$ 33,883,205

32nd DAA - OC Fair & Event Center
Capital Expenditures & Major Projects Spending (Unaudited)
For the Four Months Ended April 30, 2017

<u>Description</u>	<u>2017 Budget</u>	<u>2017 Spent</u>	<u>2017 Remaining</u>
Buildings and Improvements			
AG Memorial - c/o 2016	\$46,199	\$46,199	\$0
Heroes Hall	0	412,240	(412,240)
Bldg 14: Roof - c/o 2016	50,000	0	50,000
Cent Farm: Pipe Corral - c/o 2016	80,000	0	80,000
Landscape Layout Redesign	0	11,953	(11,953)
Parking Lot: LED Conversion - c/o 2016	102,775	0	102,775
Plaza Pacific:Lobby Doors - c/o 2016	6,114	0	6,114
Pacific Pacific: Turf	0	7,025	(7,025)
Bioswale - Arlington Beautification	1,800,000	1,500,000	300,000
Migrant AG Worker Memorial	250,000	221,083	28,917
Fall Protection - Pac Amp	70,000	4,675	65,325
Tower Ladders - Pac Amp	40,000	20,733	19,267
Chain Link Fence - Arlington	35,000	0	35,000
Building Improvement - EE	70,000	40,458	29,542
Reroof - Courtyard	40,000	0	40,000
Restroom Remodel - Maint Dept	32,000	0	32,000
Trailer Remodel - Pac Amp	10,000	0	10,000
Hen House - Centennial Farm	18,000	0	18,000
HVAC Retrofit - Costa Mesa Bldg	100,000	0	100,000
(2) Irrigation Pumps - PacAmp Berm	80,000	0	80,000
New Asphalt - Ranch House	50,000	0	50,000
F & E - Exhibits (*see Major Projects)	45,000 *	0	45,000
F & E - Heroes Hall (*see Equipment/Major Projects)	25,000 *	0	25,000
F & E - Ranch House (*see Major Projects)	45,000 *	0	45,000
Furniture & Equip - Administration	50,000	0	50,000
K-Rails (100)	50,000	0	50,000
Magnetometers (10)	45,000	0	45,000
2-Yard Dumpsters (10)	40,000	0	40,000
Electric Car Charging Stations	75,000	0	75,000
Centennial Barn Repair	30,000	0	30,000
Duct Sock - Baja Blues	15,000	0	15,000
Office Upgrade - Admin Bldg	25,000	0	25,000
Picnic Tables (30)	15,000	0	15,000
Gutter and Downspout - Maint	10,000	9,220	780
Custom Tables (Exhibit Display)	15,000	0	15,000
Fall Protection - Costa Mesa Bldg	10,000	0	10,000
Silo Renovation	52,000	0	52,000
Square Tube Fence Panel	15,000	0	15,000
Recycling & Garbage Cans (80)	20,000	0	20,000
Portable Staging	20,000	0	20,000
Total Buildings and Improvements	<u>\$3,482,088</u>	<u>\$2,273,586</u>	<u>\$1,208,502</u>

32nd DAA - OC Fair & Event Center
Capital Expenditures & Major Projects Spending (Unaudited)
For the Four Months Ended April 30, 2017

<u>Description</u>	<u>2017 Budget</u>	<u>2017 Spent</u>	<u>2017 Remaining</u>
Carnival/Marketplace Improvements			
Lot G: Asphalt Repair - c/o 2016	\$150,614	\$42,594	\$108,020
Carnival: Asphalt Repair / Seal	0	44,720	(44,720)
Total Carnival/Marketplace Improvements	<u>\$150,614</u>	<u>\$87,314</u>	<u>\$63,300</u>
Equipment			
Portable Electric Panels (6) - c/o 2016	\$30,000	\$0	\$30,000
HH Display Fixtures/Walls/Lighting	65,000	0	65,000
Taylor Dunn Carts (3) Event Ops <i>(*see Major Projects)</i>	36,000	12,715	23,285
LED Sign Upgrade	10,000	0	10,000
Facility AED's	10,000	0	10,000
Trailer for "OC FAIR" Letters	16,000	0	16,000
Farm Truck - Stake Bed	13,000	0	13,000
Fair Matieral	12,000	0	12,000
AV Equipment	18,000	0	18,000
F & E - Heroes Hall	0 *	9,134	(9,134)
Total Equipment	<u>\$210,000</u>	<u>\$21,849</u>	<u>\$188,151</u>
Total Capital Expenditures	<u>\$3,842,702</u>	<u>\$2,382,749</u>	<u>\$1,459,953</u>
Major Projects			
Fence: Paint Perimeter Green	\$0	\$8,700	(\$8,700)
Master Plan	175,734	24,266	151,468
Asphalt Repairs - Livestock	40,000	0	40,000
Landscaping Upgrades - PacAmp	30,000	18,000	12,000
Sound Wall Repair - PacAmp	10,000	0	10,000
F & E - Exhibits	0 *	30,848	(30,848)
F & E - Heroes Hall	0 *	31,673	(31,673)
F & E - Ranch House	0 *	10,509	(10,509)
Taylor Dunn Carts (3) Event Ops	0 *	17,952	(17,952)
Total Major Projects	<u>\$255,734</u>	<u>\$141,948</u>	<u>\$113,786</u>
Contingency Fund	<u>\$143,000</u>	<u>\$0</u>	<u>\$143,000</u>
Total Capital Expenditures, Major Projects & Contingency Fund	<u>\$4,241,436</u>	<u>\$2,524,697</u>	<u>\$1,716,739</u>

PH-2 - Additional Documents
REVIEW OF PA-16-67
1933 CHURCH STREET

TRAYLOR, MARIAN

Subject: FW: Proposed housing project on Church Street

ADDITIONAL DOCUMENTS FOR PH-2

----- Forwarded Message -----

From: Fred Arnold <fredwarnold@sbcglobal.net>

To: "citycouncil@costamesaca.gov" <citycouncil@costamesaca.gov>

Cc: Tom Hatch <thatch@ci.costa-mesa.ca.us>

Sent: Monday, June 5, 2017 11:03 AM

Subject: Proposed housing project on Church Street

Attn, Mayor Katrina Foley,

Thank you for calling attention to Commissioner Carla Navarro Woods concern over the proposed development on Church Street. We agree that according to the rendering of the proposed structures this would be a huge mistake. They are in no way compatible with the area. Commission Chairman Stephen Andranian is way off base in his idea they would fit in. We take pride in the East Side being a residential neighborhood. Many of us who live close by strongly oppose this project as it stands.

Sincerely, Fred & Karen Arnold

Subject: FW: 1933 Church St on tonight's agenda

ADDITIONAL DOCUMENTS FOR PH-2

From: carrie.renfro@att.net

Sent: Tuesday, June 6, 2017 12:22 PM

To: katrina.foley@costamesaca.gov ; sandra.genis@costamesaca.gov ; john.stephens@costamesaca.gov ; allan.mansoor@costamesaca.gov

Subject: 1933 Church St on tonight's agenda

You have an opportunity tonight to begin the process of eliminating the small lot ordinance. This was brought to you in Dec 2013, compliments o Jim Righeimer, after he repeatedly turned down long time residents who wanted to upgrade or add an in-law apartment. We are the only city in the OC to give such a ridiculous opportunity for developers. The over development of the eastside has to stop now. This over developed proposed project will cause traffic and parking issues and is incompatible with the surrounding homes. I am asking you to have a moratorium on any such further developments and to readdress this ordinance.

Carrie Renfro
198 Buoy St