

**OC FAIR & EVENT CENTER  
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS  
MAY 2026**

<b>JOINT POWERS AUTHORITY</b>	<b>PROJECT #</b>	<b>PROJECT DATE</b>	<b>PROJECT DESCRIPTION</b>	<b>PRIMARY CONTRACTOR</b>	<b>APPROVED PROJECT TOTAL</b>
<b>Continuing</b>					
California Construction Authority	032-22-090	8/30/2022	OCFEC PSPS Project	CCA	\$351,661.16
California Construction Authority	032-23-001 & Amendments	3/1/2023	Administration Office Addition	CCA	\$29,998,173.07
California Construction Authority	032-23-089	10/27/2023	Pacific Amphitheatre Kitchen Re-Roof	CCA	\$74,995.00
California Construction Authority	032-23-506010	1/12/2024	Midway Restroom & Shower Buildings	CCA	\$9,999,998.58
California Construction Authority	032-24-560354	1/23/2024	Baja Bar & Grill Roof	CCA	\$94,998.95
California Construction Authority	032-25-506010	1/23/2025	Pacific Amphitheater Box Office Asphalt	CCA	\$200,000.00
California Construction Authority	032-25-888420	1/23/2025	Patio Cover at The Ranch Community Center	CCA	\$85,000.00
California Construction Authority	032-25-888573	1/22/2025	Pacific Amphitheater Sound Walls	CCA	\$600,000.00
California Construction Authority	032-25-888576 & Amendments	1/21/2025	Lots H, A, B	CCA	\$1,281,235.00
California Construction Authority	032-25-915922	2/11/2025	2025 Storm Water Program Assistance	CCA	\$74,999.00
<b>New</b>					
California Construction Authority	032-26-004	2/24/2026	2026 Storm Water Program Assistance Project	CCA	\$74,999.00
<b>Amendments</b>					
None.					



# CALIFORNIA CONSTRUCTION AUTHORITY

**Project Funding Agreement  
between  
California Construction Authority  
and  
32 DAA – OCFEC  
for  
2026 Storm Water Program Assistance Project  
CCA PROJECT # 032-26-004**

This Project Funding Agreement (“PFA”) is entered into this **24<sup>th</sup> Day of February, 2026** by and between the California Fairs Financing Authority d/b/a California Construction Authority (“CCA”), a California Joint Powers Authority, and the **32 DAA/OCFEC Fairgrounds** (“Fair”). CCA and Fair are referred to as the “parties” and individually referred to as a “party.”

WHEREAS, CCA and Fair desire to enter into this PFA to specify how CCA will perform certain project services for Fair.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein, the parties agree as follows:

1. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit “A” (“Services”), for the 2026 Storm Water Program Assistance Project #032-26-004 (the “Project”). The performance of CCA’s Services inures to the benefit of the Fair. To accomplish the Services, CCA may engage third parties. All consultants, professional services and general contractors necessary shall be retained by CCA and selected in accordance with the California Public Contract Code and other applicable laws. CCA will interface with other applicable agencies for all required construction inspections in accordance with the California Building Code. The Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this PFA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA’s sole, active negligence or willful misconduct. Items not included in the Services are any permits or fees for services required by other governmental agencies, or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this PFA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys’ fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this PFA. CCA represents and

California Construction Authority  
1776 TRIBUTE Rd., SUITE 220 - SACRAMENTO, CA 95815 - (916) 263-6100



warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the PFA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this PFA with the Fair.

2. Entire Agreement; No Prior Agreement. The parties agree that any prior Master Project Agreement between the parties shall not be applicable to the Project and this PFA shall govern the Project. This PFA constitutes the entire agreement between the parties with respect to the Project and supersedes all prior and contemporaneous agreements, negotiations, or representations between the parties other than those expressly set forth in this PFA.

3. Project Budget; CCA Fees; Project Schedule. The project budget, including CCA fees, is attached hereto and incorporated herein as Exhibit “B” (“Project Budget”). Fair agrees to pay CCA for the Services in accordance with the Project Budget.

Exhibit “C” attached hereto and incorporated herein (“Project Schedule”) identifies the anticipated project milestones, sequencing, and duration associated with the Project.

4. Not to Exceed Amount; Funding Schedule. Payment by Fair under this PFA shall not exceed the amount of **Seventy-Four Thousand, Nine Hundred Ninety-Nine and 00/100 Dollars (\$74,999.00)** as reflected in the Project Budget, or as later modified in writing by mutual agreement of the parties.

Exhibit “D” attached hereto and incorporated herein (“Funding Schedule”) identifies the timing and amounts of funds to be deposited by the Fair into the project fund account to support Project activities.

5. Project Budget Funds; Invoice. Fair shall place the Project Budget funds into the project fund account held by CCA. CCA shall administer the project fund account in accordance with the terms of this PFA and CCA policy.

Exhibit “E” attached hereto and incorporated herein (“Invoice”) consists of the project-specific invoice for the Services authorized under this PFA and, upon initialing by the Fair, constitutes the Fair’s acknowledgment and approval of the invoiced amount(s) and authorization for payment in accordance with the terms of this PFA.

Fair shall forward the following funds to CCA for the project fund account: **Seventy-Four Thousand, Nine Hundred Ninety-Nine and 00/100 Dollars (\$74,999.00)**

CCA shall provide Fair with accounting reports of Project funds, at completion of the Project following reconciliation, or upon request of the Fair, if required.

6. Approvals by Fair; Project Initiation Form.

Exhibit “F” attached hereto and incorporated herein (the “Project Initiation Form”) documents the project scope, baseline assumptions, and key Project information that



have been previously reviewed, agreed upon, and approved by the Fair and serves as the foundational authorization for this PFA.

CCA will request Fair approval of the Project at the following Project milestones:

- a. Fair to approve the award of the construction contract following the CCA procurement process, and prior to construction commencing.
  - b. Fair to approve payments to the Project contractor(s), prior to CCA making payments.
7. Access to Documents. CCA agrees that all contract documents, notes, designs, drawings, plans, specifications and other technical data produced pursuant to this PFA shall be made available to Fair, upon request.
8. Indemnity. CCA shall defend, indemnify, and hold harmless Fair, its officers, directors, employees, representatives and agents, from and against any and all liability, loss, expense (including reasonable attorneys' fees and litigation expenses), or claims for injury or damages arising out of the performance of this PFA, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of CCA, or its officers, directors, employees, representatives or agents.

Fair shall defend, indemnify, and hold harmless CCA, and its officers, directors, employees, representatives and agents, from and against any and all liability, loss, expense (including reasonable attorneys' fees and litigation expenses), or claims for injury or damages arising out of the performance of this PFA, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of Fair, or its officers, directors, employees, representatives or agents. The provisions of this Section shall survive the expiration, termination or assignment of this PFA.

9. Notice. All notices required or provided for under this PFA shall be in writing and delivered in person, by a reputable overnight delivery service, or sent by first class U.S. mail, postage prepaid.

Notices to be given to Fair shall be addressed as follows:

OCFEC  
Attn: James Canfield  
88 Fair Drive  
Costa Mesa, CA 92626

Notices to be given to Authority shall be addressed as follows:

California Construction Authority  
Attn: Executive Officer  
1776 Tribute Road, Suite 220  
Sacramento, CA 95815





- 10. Termination. Either party may terminate this PFA by giving the other party thirty (30) days prior written notice of termination and completing any non-revocable obligations. Upon termination of this PFA, Fair shall compensate CCA, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 9 of this PFA.
- 11. Waiver. The waiver by either party of the performance of any term, condition, or agreement shall not invalidate this PFA. No such waiver shall be deemed or shall constitute a waiver of the time for performing any other act or an identical act to be performed at a later time. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12. Severability. If any term or provision of this PFA, or the application thereof to any person or circumstance, shall be invalid or unenforceable, the remainder of the PFA, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of the PFA shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated to be unreasonable.
- 13. Authority. Each person signing this PFA on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this PFA.
- 14. Counterparts. This PFA may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

This PFA is executed as of the date first above written.


**CALIFORNIA CONSTRUCTION AUTHORITY**


Signed by:  
 3/16/2026  
4BF08B8C3F8C441...  
 Name: Brent Jamison  
 Title: Executive Officer


DS  
 3/3/2026

Initial  
 3/5/2026

**32nd DAA/Orange County Fair & Event Center**

Signed by:  
 3/14/2026  
6CF0BF457B81457...  
 Name: James Canfield  
 Title: CEO

Initial  
 3/5/2026

DS  
 3/5/2026



## EXHIBIT A – Scope of Work

Funding Agreement – California Construction Authority (CCA)

### 1. Project Identification

Fairground OCFEC

Project Name OCFEC 2026 Storm Water Program Assistance CCA Project No. 032-26-004

### 2. Authorized PATH Gates

Check the authorized PATH gates included in this Funding Agreement. This Exhibit defines CCA's scope of services only through the gates selected below.

Authorized Gates (check all that apply):

- G2 – Planning (consultant procurement and onboarding)
- G3 – Design
- G4 – Permitting (e.g., SFM/DSA/AHJ submissions as applicable)
- G5 – Bidding
- G6 – Construction
- G7 – Closeout

Notes / Limits on Scope (optional): This is solely holding the contract for Fuscoe and paying their invoices for stormwater runoff testing for the 2026 year.

### 3. Scope of Work

PROJECT SCOPE:

This Scope of Work includes CCA's management and handling of the Fuscoe Engineering contract for the 2026 Storm Water Program Assistance at the OCFEC:

1. The Fuscoe scope of work includes: Technical Support, SWMP Updates, Quarterly Review of Compliance Activities 2025-2026 Annual Report and PEAIIP, Trash Provisions Compliance
2. CCA will provide project administration services associated with the project only. CCA will hold Fuscoe's contract and process invoices only.

### 4. Exclusions

CCA site travel.

### 5. Change Control

Any change to scope must be reflected through an amendment to this Exhibit and corresponding Exhibits B, C, and D.



**EXHIBIT B**  
**PROJECT BUDGET**

Exhibit B: Project Budget		BUDGET			FUNDING	
<b>032-26-004 OCFEC 2026 Stormwater</b>		Original	Modifications	Revised	Funded	Funded Variance
		A	B	C (= A+B)	D	E (= C - D)
Division	Division Description					
1010-000	Construction Contracts	\$ -	\$ -	\$ -	\$ -	\$ -
1015-000	Special Purchasing	\$ -	\$ -	\$ -	\$ -	\$ -
1020-000	Contingency	\$ -	\$ -	\$ -	\$ -	\$ -
1025-000	Studies	\$ -	\$ -	\$ -	\$ -	\$ -
1030-000	Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -
1035-000	Design Support	\$ -	\$ -	\$ -	\$ -	\$ -
1040-000	Management & Admin Fees	\$ 2,199	\$ -	\$ 2,199	\$ -	\$ 2,199
1045-000	Regulatory Review & Permitting	\$ -	\$ -	\$ -	\$ -	\$ -
1055-000	Inspections & Testing	\$ 72,800	\$ -	\$ 72,800	\$ -	\$ 72,800
1065-000	Reimbursables	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 74,999	\$ -	\$ 74,999	\$ -	\$ 74,999



## EXHIBIT C

### PROJECT SCHEDULE

CCA holds Fuscoe contract for the 2026 year. Starting January 1, 2026 and ending December 31, 2026. Project should be fully invoiced in the first quarter of 2027.





# EXHIBIT E

## INVOICE



# CALIFORNIA CONSTRUCTION AUTHORITY

1776 Tribute Rd. Suite 220  
SACRAMENTO, CA 95815

RECEPTION: (916) 263-6100  
FAX: (916) 263-6116

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

### Invoice

Signed by:  3/14/2026  
BCF0BF457B81457...

DS  3/5/2026

Initial  3/5/2026

Invoice Number: 4053  
Invoice Date: 3/3/2026  
Customer Code: 32nd  
Project: 03226004  
2026 Storm Water Program Assistance

**-Please make checks payable to California Construction Authority**

Description	Amount
Funds Request per Funding Agreement	74,999.00
	<b>\$74,999.00</b>

*Thank you for your business!*

Questions: [ap@ccaauthority.org](mailto:ap@ccaauthority.org)

Net Invoice: \$74,999.00  
Sales Tax: 0.00  
Invoice Total: \$74,999.00



**EXHIBIT F**

**Project Initiation Form (PIF)**

**N/A**

# Joint Powers Authority

Invoices Paid

APRIL 2026

NONE