

AGREEMENT WITH CM AMUSEMENT & PRODUCTIONS, INC., TO PROVIDE CARNIVAL EQUIPMENT AND SERVICES TO THE CITY OF SANTA ANA

THIS AGREEMENT is made and entered into this 15th day of March 2022, by and between CM Amusement & Productions, Inc., dba as CM Amusement, a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On December 20, 2022, the City issued Request for Proposal No. 21-139, by which it sought a qualified contractor to provide carnival equipment and services for the City’s Parks, Recreation, and Community Services Agency.
- B. Contractor submitted a responsive proposal that was selected by the City. Contractor represents that it is able and willing to provide the services described in the scope of work that was included in RFP 21-139.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an on-call basis, and at the City’s sole discretion, Contractor shall provide carnival equipment and services for City events complete with rides, games, ticket booths and sellers, food concessions, equipment and services as set forth in the Scope of Work in RFP No. 21-139, which is attached as **Exhibit A** as well as the Contractor’s proposal, attached as **Exhibit B**. All Exhibits are incorporated by reference as though completely set forth herein. This includes, but is not limited to, setup, tear down, and clean up prior to, during, and after the event. City grants Contractor the right to enter its property for the purpose of these services, including delivery, setup, and pick up.

Contractor is responsible for all equipment, clean up services, overnight security, electricity, carnival rides and games, vendor booths, and insurance for events. Contractor must cover parking for employees, subcontractors, and equipment vehicles before and after the event. Contractor shall comply with, coordinate, and obtain all approvals and certifications that are required by the Amusement Ride and Tramway Unit of the California Department of Industrial Relations or other government agencies responsible for amusement ride oversight.

2. COMPENSATION

- a. For the right to produce the event(s) set forth in **Exhibit A**, Contractor agrees to pay the City the sum of Twenty-Five Percent (25%) of gross ride ticket sales for the event(s). The ticket costs are provided for in **Exhibit B**.
- b. Payment to the City shall occur within seven (7) days following the event.

3. TERM

This Agreement shall commence on April 1, 2022 and terminate on March 31, 2025, unless terminated earlier in accordance with Section 17, below.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and

perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation :** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability:** if Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than **\$2,000,000** per claim with **\$2,000,000** in the aggregate.
5. **Broader Coverage:** if the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
2. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation that any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Claims Made Policies (applicable only to professional liability):**

- i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
 - iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5) years after completion of work.*
8. **Verification of Coverage:** Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
9. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation,

restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor

without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

Executive Director
Parks, Recreation, and Community Services Agency
City of Santa Ana
20 Civic Center Plaza (M-23)
P.O. Box 1988
Santa Ana, CA 92702

To Contractor: CM Amusement & Productions, Inc.
Attn: Mike Garcia, President
11721 Whittier Blvd. #503
Whittier, CA 90601

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other contractors retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

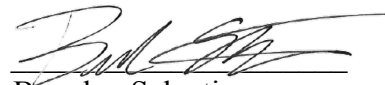
CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council


Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CM AMUSEMENT & PRODUCTIONS,
INC.

By: 

Brandon Salvatierra
Deputy City Attorney



Mike Garcia
President

RECOMMENDED FOR APPROVAL

Lisa Rudloff
Executive Director
Parks, Recreation, and Community Services Agency

EXHIBIT A

**Appendix
ATTACHMENT 1-G
SCOPE OF WORK**

**SERVICE:
CARNIVAL**

The City of Santa Ana is interested in a carnival operator to provide mechanical rides and game booth services for the 2022 Fiestas Patrias Festival on Saturday & Sunday, September 10-11, 2022 (Tentatively Scheduled) in Santa Ana and other related events, as needed. Below is a sample listing from previous events.

Major Rides

- Ferris Wheel - *Required*
- Tilt a Whirl
- Sizzler
- Gravitron
- Round Up

Kiddie Rides

- Dinos
- Fun House
- Glass House
- Super Slide
- Berries
- Lady Bugs
- Wind Jammer
- Superslide

Game Booths (4)

Ticket Booths (2)

Food Trailer (1) – optional

Office Trailer (1)

Proposals by qualified vendors will include a large scale carnival to occupy a 54' x 521' space which must include a ferris wheel, major mechanical rides, kiddie mechanical rides, ticket booths, office trailer, staffing, carnival management/oversight, overnight security and cleaning service during and after the carnival (post event cleaning service to include power washing services). The proposal must include a 25% return to the City of gross generated revenue after the event. Vendor would be responsible to cover the cost of their own insurance coverage, sales tax, delivery/storage/transportation of equipment and parking* as well as all other required permits which may include Business Tax, Building and Planning, OC Fire, and OC Heath. It is the responsibility of the selected vendor to work directly with these corresponding departments and agencies to ensure all safety regulations are met, necessary inspections are conducted and permits are issued.

**Vendor must cover parking for employees, subcontractors, and equipment vehicles before and after the event. The City will only cover parking for employees and subcontractors during Friday setup (9/9/22) and the event dates (9/10-9/11/22) (Tentatively Scheduled).*

EXHIBIT B

January 20, 2022

Exhibit 1

To City of Santa Ana
Re: RFP for Various Event Services
RFP No: 21 — 139

Greetings,

After thoroughly examining and becoming familiar with services and responsibilities outlined in Santa Ana's RFP for carnival, it is with confidence that CM Amusements submits this RFP. CM Amusements is more than capable of effectively and efficiently performing quality work to achieve the CITY's objectives.

It is understood that Santa Ana shall not be liable for any pre-contractual expenses incurred by CM Amusements in preparation of proposal. It is also understood that CM Amusements may be required to submit its most recent audited financial statement, evidencing their financial capacity to fully perform required services, including provision of equipment and personnel expenses over a ninety (90) day period.

CM Amusements agrees to obtain a business license within ten days of selection and provide copy of such to CITY Project Manager or designee prior to commencing any work in Santa Ana. CM Amusements will provide evidence of insurance coverage as set forth in standard agreement with ten (10) business days after receipt of notice of award. Furthermore, CM Amusements will return a completed payment information packet within (10) business days after receiving notice the agreement has been awarded.

CM Amusements will assume responsibility for all services in its proposal. CM Amusements shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

CM Amusements believes they will provide the best quality and value to the CITY. CM Amusements understands that the CITY reserves the right to negotiate the final terms of agreement. CM Amusements looks forward to signing a tentative agreement that will be subjected to City final approval. CM Amusements looks forward to participating in the kick-off meeting if chosen

Thank you for the opportunity to present, to you, the City of Santa Ana, this RFP.

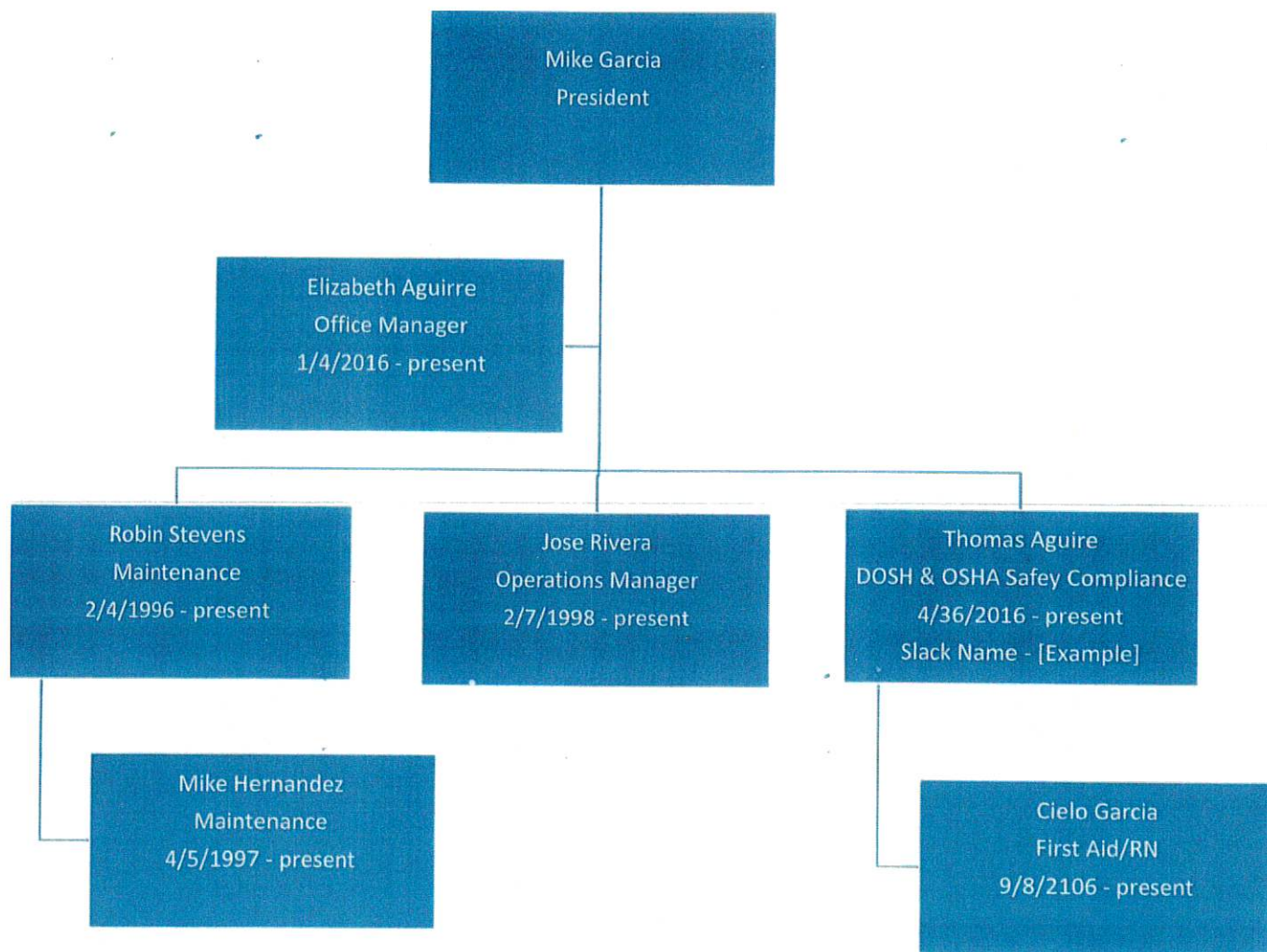
Respectfully



Mike Garcia
Owner
CM Amusements

ATTACHMENT 3-6
Statement of Qualifications

CMAMUSEMENTS MANAGEMENT-LEVEL
ORGANIZATIONAL CHART



CM AMUSEMENTS PROFILE

Almost thirty years of providing carnival rides and games for church-fundraisers, city festivals, as well as over 100 years of combined carnival management experience, CM Amusements is one of the premiere carnival companies in Southern California.

CM Amusements sets itself apart from the others with their dedication to excellence. Moreover, the level of commitment, honesty and integrity far exceeds that of competitors in the marketplace. From procuring permits and licenses in timely fashion, to execution of carnival, to clean-up day, everything is given 100% attention by CM Amusements management team.

With its extraordinary ride mix, CM Amusements is able to target your festival needs. In other words, from a small church festival to a large city event, CM Amusements carefully designs the right ride mix for your market. Careful thought always goes into providing the right rides for the demographics of the event.

CM Amusements provides top-quality management service. There is always a department head on site to answer questions, handle and manage all situations. Simply, there is never a gap in communication between CM Amusements and the City, church or committee they are serving.

CM Amusements has provided rides and games for the city of Norco Annual Fair, churches like St Gerard Majella in Los Angeles, as well as the city of Southgate's Annual 4th of July Festival. These are all return engagements for CM Amusements because of the quality and care that CM Amusements provides to all its clients.

In conclusion, CM Amusements offers professionalism, quality rides and games and integrity that makes them the choice for so many Southern California fundraisers and events.

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CMAMUSEMENTS MANAGEMENT PERSONEL RESUME

As the majority of people in management positions at CM Amusements have been loyal employees to Mike Garcia, owner, this page will provide an overview of their job duties, rather than job histories.

Mike Garcia

1993 — present: Owner of CM Amusements

Oversees all operations of
carnival

- Owns all carnival rides, games and support equipment
- Interfaces with all state and local agencies in conjunction of ownership and operation of carnival
- Schedules and interfaces with various venues and hosts of carnival
- Oversees all legal, insurance, accounting aspects of carnival

Elizabeth Aguirre

2016 — present: Office Manager

- Acts as office “right-hand” man to Mike Garcia
- Under Mike Garcia oversees all operations of carnival
- Assists in interfacing with OSHA and DOSH
- Manages accounts payable and receivables

Mike Hernandez

1997 - present: Maintenance and Safety Compliance Manager

- In charge of maintenance of all carnival equipment
- Works with OSHA and DOSH in order for carnival to be in compliance with their regulations
- Consistently repairing and maintaining rides and games to CM Amusements standards

Robin Stevens

1998 — present: Maintenance and Welder Fabricator

- Continual maintenance of all carnival equipment
- Certified Welder Fabricator
- Familiar with welding tools and procedures, including MIG welding, TIG welding, metal fabricating and more

Jesus Rivera

1998 — present: Operations Manager

- Acts as on-site “right hand” man to Mike Garcia
- Manages the daily on-site carnival operations Oversees carnival employees
- Interfaces with local city officials regarding on-site ride and safety inspections

Cielo Garcia

2016 — present: First Aid & Medical Attendant

Registered Nurse

- Manages accidents and/or illness of carnival employees or patrons Administers basic first aid
- Will coordinate any emergencies between carnival and local hospital

ATTACHMENT 3-7
Scope of Work

SCOPE OF WORK OUTLINE**I. Timeline**

- A. CM Amusements will work with city of Santa Ana (CITY) to develop time-line to include sufficient time, safety measures in setting up, operating and tearing down rides and games for events
- B. Time-line will include appropriate scheduling of securing all permits and licenses prior to commencement of event

II. Equipment

- A. Ferris wheel, as required by city, along with mixture of major and kiddie rides.
 - 1. Merry Go Round
 - 2. Paratrooper
 - 3. Funhouse
 - 4. Tornado
 - 5. Sizzler
 - 6. Zipper
 - 7. Swings
 - 8. Go Gator
 - 9. Speedway
 - 10. Loop O Plane
 - 11. Roadster
 - 12. Fun Slide
 - 13. Train
 - 14. Gravitron
 - 15. Ferris Wheel
- B. Support Equipment
 - 1. Office trailer for management, accounting, and meetings
 - 2. Two ticket booths, per CITY requirement
- C. Four Game booths, per CITY requirement

III. Security

- A. Licensed Security Company for overnight protection of equipment
- B. Will work with CITY to develop security plan specific to city
- C. Complete background checks on all employees

IV. Safety

- A. Rides inspected and ticketed by OSHA
- B. California Fire Code adhered too
- C. Inspections by all local, state jurisdictions to include fire department, building department and any and all other bodies of government, prior to opening.

Scope of Work

CM Amusements in working with the city of Santa Ana (CITY) will develop a time-line to include sufficient time, safety measures in setting up, operating and tearing down rides and games for events. Moreover, the time-line will include appropriate scheduling of securing all required permits and licenses prior to commencement of any work.

CM Amusements will provide a ferris wheel, as required by city, along with a mixture of major and kiddie rides (Ride list and pictures included later in proposal). CM Amusements will provide ticket booths, office trailer, staffing and carnival management, overnight security and cleaning services during and after carnival.

CM Amusements provides in-house security for crowd control and compliance of customers to city rules and regulations. CM Amusements will work with CITY to develop a specific security plan for carnival tailored to CITY's expectations.

CM Amusement employees will be put through extensive background checks. They will work with police department in background checks, fingerprinting and all things deemed necessary by CITY police department to ensure safety of carnival goers. Additionally, employees will always be clean-shaven, neatly and uniformly dressed.

CM Amusements will cover parking for employees, subcontractors, and equipment vehicles before and after event. It is understood CITY will cover parking for employees and any subcontractors during set up and event dates.

An office trailer will be on site of carnival grounds. Not only does this trailer act as office, but is headquarters for CM Amusements directives, accounting, complaints and information. Typically manned throughout carnival operating hours.

All mechanical rides are inspected and ticketed by OSHA. The California Fire Code Guidelines are strictly adhered to in set up of carnival. Prior to opening, rides and games will be inspected by fire department, building department and any other city department that offers guidelines for carnival to follow.

CM Amusements will provide insurance coverage in amounts required by city, at stated time by the city. Also, CM Amusements will clean area and restore area to same condition prior to its use, to include power washing, at their sole cost. It is suggested that a "sign-off" sheet be issued after CITY inspection of grounds.

FEE PROPOSAL

CM Amusements will pay CITY 25% of gross generated ticket revenue after the event (s).

Ticket Prices are as follows:

Single Ticket - \$1.50

Book of 20 Tickets - \$20.00

Each ride takes from three to five tickets depending on thrill level.

APPENDIX
Ride Photographs



Exhibit 1



Exhibit 1



Exhibit 1

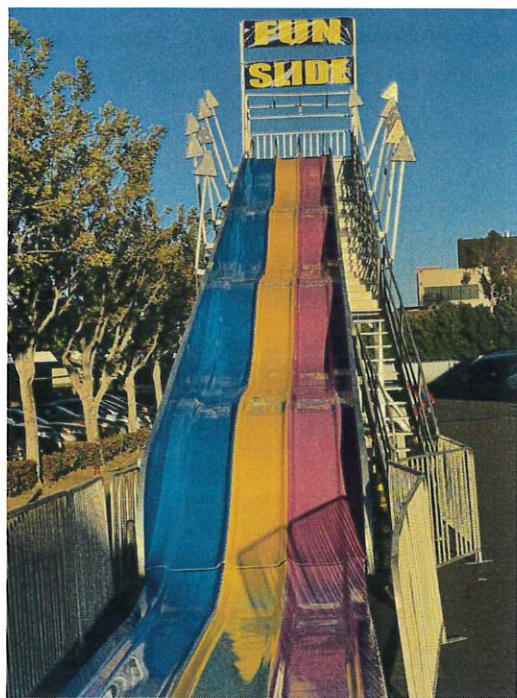


Exhibit 1

