



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors meeting
May 9, 2023, at 1:30 p.m.

Boardroom

Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, California 92014

While the 22nd District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 22nd DAA will also provide for remote participation by Board members and members of the public. If you prefer to participate remotely, please check the 22nd DAA's website ([Public Information](#)) for the ZOOM link and/or ZOOM dial-in instructions on how to participate and/or view this meeting.

OUR PURPOSE

We are a timeless community treasure where all can flourish, connect, and interact through year-round exceptional experiences.

OUR MISSION

We connect our community through shared interests, diverse experiences, and service to one another in an inclusive, accessible, and safe place with an emphasis on **entertainment, recreation, agriculture, and education.**

22nd DAA BOARD OF DIRECTORS

G. Joyce Rowland, President
Frederick Schenk, 1st Vice President
Richard Valdez, 2nd Vice President
Lisa Barkett, Director

Michael Gelfand, Director
Kathlyn Mead, Director
Don Mosier, Director
Sam Nejabat, Director

Secretary-Manager
Carlene Moore
Chief Executive Officer

22nd DAA Counsel
Josh Caplan
Office of the California Attorney General

OUR GOALS

THE LENS

Treat the campuses of the fairgrounds as one ecosystem where all activities are complementary and aligned with the purpose, mission, vision and values of the San Diego County Fair & Event Center.

BUSINESS PLAN

Acknowledging the short-term need to plan for fiscal recovery and stabilization, create a 5-to-10-year business plan that rebuilds a strong financial base, contemplates new business activities and partnerships, provides program accessibility, and leads to a thriving San Diego County Fair & Event Center.

MASTER PLAN

Create an environmentally and fiscally responsible land use plan for the San Diego County Fair & Event Center, aligning with purpose, mission, vision and values of the organization.

COMMUNITY ENGAGEMENT

Incorporate community engagement within the Business Plan and Master Plan processes to enhance understanding and expand opportunities.

Persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the Chief Executive Officer, (858) 755-1161, at least five working days prior to the meeting to insure proper arrangements can be made.

Items listed on this Agenda may be considered in any order, at the discretion of the chairperson. This Agenda, and all notices required by the California Bagley-Keene Open Meeting Act, are available at www.delmarfairgrounds.com. Public comments on agenda items will be accepted during the meeting as items are addressed.



**22nd District Agricultural Association Board of Directors Meeting
AGENDA
May 9, 2023, at 1:30 p.m.**

1. **CALL TO ORDER** – PRESIDENT G. JOYCE ROWLAND
All matters noticed on this agenda, in any category, **may be considered for action as listed**. Any items not so noticed may not be considered. Items listed on this agenda may be considered in any order, at the discretion of the Board President.

2. **ROLL CALL**

3. **CONSENT CALENDAR (ACTION ITEMS)**
All matters listed under the Consent Calendar are operational matters about which the Board has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff, or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.
 - **Minutes, Regular Meeting April 11, 2023** 9-11
 - **Contract Approval** 12-89
 - **Standard Agreements** 14-77
23-002 Fair Ride Safety Inspections; 23-008 Golf Cart Rentals; 23-031 Generator Maintenance & Repair; 23-032 Heavy Equipment Rental; 23-020 Pest Control; 23-039 Fair Janitorial; 23-043 Fair Flags and Décor; 23-1204 R.W.B. Party Props Inc.; 23-044 Power washing; 23-045 Trash laborers
 - **2023 San Diego County Fair Ride Operator Agreements** 78-83
23-M-02 Alamo Amusements; 23-M-01 6th Generation; 23-M-03 Bishop Amusements; 23-M-04 Caprice Enterprises; 23-M-05 Dakota Rides; 23-M-06 Helm & Sons; 23-M-07 Hot Shot Thrill Rides; 23-M-08 Joy Rides; 23-M-09 Kastl Amusements; 23-M-11 Outside Amusements; 23-M-12 Prime Pacific; 23-M-14 RCS; 23-M-13 RCS; 23-M-15 Southern Cross; 23-M-16 Talley Amusements; 23-M-17 Wood Entertainment
 - **2023 San Diego County Fair Game Operator Agreements** 84-89
23-M-18 All State 38; 23-M-19 Ashlea Enterprises; 23-M-20 B Ellis Concessions; 23-M-21 Boguey Concessions; 23-M-22 GDR Inc.; 23-M-23 JACA Ent.; 23-M-24 PAN; 23-M-25 Paul's Concessions; 23-M-26 Rogmic Ent.; 23-M-27 Talley Amusements

4. **MANAGEMENT REPORT** – CEO Carlene Moore (Informational)
 - **Operational Announcements**
 - Surf & Turf RV Park 90

- **Construction Projects & Facilities Updates**
 - Equestrian Center (PowerPoint presentation)
- **Industry News & Updates**
 - IAFE Management Conference; CDFA Collaborative Exchange
- **Review of Contracts Executed per Delegation of Authority** 91-163
 - **Standard Agreements** 93-101
 - 23-036 Fair Street Banner Installation
 - **Sponsorship Contracts** 102-118
 - SPO-23-036-19 T-Mobile USA, Inc.; SPO-23-018-19 Winning Ways, Inc.; SPO-23-011-19 SponsorSource for Images Everywhere; SPO-23-039-19, Red Blind Media for Kirchenmann
 - **Event Agreements** 119-132
 - 23-3051 Greater SD Hunter Jumper - GSDHJ Horse Show; 24-4005 Plumbing Heating Cooling Assn - PHCC Trade Show; 24-4006 Bitwell Inc. - Bitwell Blowout; 24-4007 SCEGA - Gymnastics Meet; 23-3052 SPOCOM - SPOCOM Auto Show; 23-3053 FJS Productions - The Great Junk Hunt; 23-3054 Pinery Christmas Trees - Pumpkin Patch; 23-3055 Purdy Tree Farms - Christmas Tree Sale; 23-3056 Susan G. Komen Breast Cancer - San Diego 3 Day; 23-3057 CBF Productions, LLC - Snow N Glow; 24-4008 Boulevard Trash Entertainment - Oddities & Curiosities; 24-4009 Gem Faire, Inc - Gem Faire; 24-4010 Jurassic Quest - Jurassic Quest Dinosaur Exhibit
 - **2023 San Diego County Fair Judging Agreements** 133-134
 - 23-19J Monica Edwards - Fine Arts; 23-20J Joe A. Oakes - Fine Arts; 23-21J Nancy C. Swan - Fine Arts; 23-22J Elizabeth McGhee - Fine Arts; 23-23J Lyndelle Stonick Garringer - Fine Arts; 23-24J Noreen Ring - Fine Arts; 23-25J Tiffany Wai-Berres - Fine Arts; 23-26J Isabelle Alessandra - Fine Arts; 23-27J Victor Fisher - Fine Arts; 23-28J Drew Bandish - Fine Arts; 23-29J Chuck McPherson - Fine Arts; 23-30J Rob Sidner - Design In Wood; 23-31J Greg Wease - Design In Wood; 23-32J Stephen Caudana - Design In Wood; 23-33J Del Cover - Design In Wood; 23-34J Russ Filbeck - Design In Wood; 23-35J Mark Stook - Design In Wood; 23-36J Roger Solheid - Design In Wood; 23-37J Kevin Sheehan - Design In Wood; 23-38J Patrick Quinn - Design In Wood; 23-39J Jim Simpson - Design In Wood; 23-40J Robert Jacobson - Design In Wood; 23-41J Ross Gilroy - Design In Wood; 23-42J Don Owen - Design In Wood; 23-43J David John - Design In Wood; 23-44J Dale Hower - Design In Wood; 23-45J Mick Yarbrough - Design In Wood; 23-46J Ray Calloway - Design In Wood; 23-47J Anita Amsberry - Design In Wood
 - **2023 San Diego County Fair Entertainment Agreements** 135
 - 23-1208 KM Creative Solutions; 23-1209 Foyil Farms, LLC; 23-1210 Assistance League of Rancho San Dieguito; 23-1211 Contemporary Women of North County; 23-1212 Al Bahr Shrine; 23-1213 GFWC Mira Mesa Women's Club; 23-1214 Assault Amphibian School
 - **2023 Commercial Vendor Agreements** 136-143
 - 23-017CM 1st Look LLC; 23-018CM 1st Look LLC; 23-019CM Action Promotions; 23-020CM Action Orthotics; 23-021CM Advanced Exteriors, Inc.; 23-024CM All About Dips; 23-025CM All Around Products; 23-026CM Alpha; 23-027CM American Home Remodeling; 23-028CM Angelo's Comics; 23-030CM Autos R Us; 23-031CM Avi Unique Jewelry; 23-032CM Azero Jewelry-Name Rings; 23-034CM Amazon Wonders; 23-035CM Amazon Wonders; 23-038CM Bath Fitter; 23-039CM Belt Bonanza; 23-040CM Bhu Namdol; 23-042CM Bhu Namdol; 23-043CM Black & White Art Studio; 23-044CM Borgil Enterprises; 23-045CM Borgil Enterprises; 23-048CM Buddha's Gift; 23-049CM Buddha's Gift; 23-056CM Cali Charmz; 23-057CM California Solutions; 23-058CM Calipso Enterprises; 23-059CM Cal Spec Enterprises Inc. DBA Calbath Renovations; 23-060CM H&H Brands 30 Second Salsa; 23-061CM Careco LLC; 23-062CM Canu Marketing; 23-063CM Cayamoon;

23-064CM Cayamoon; 23-065CM Chapman Fashion Int.; 23-066CM Chapman Fashion Int.; 23-071CM Adventureful Inc. dba Collectivescents.com; 23-072CM Corium 21 OR LLC; 23-073CM Corky's Signs; 23-074CM Creative Henna; 23-075CM Caricatures by John; 23-076CM Crystal Psychic Reader; 23-077CM Culligan of San Diego; 23-078CM Cutco; 23-079CM Cynthia Gustafson DBA The Larimar Stone; 23-080CM D & M Rock & Gem; 23-082CM DamonArts Event Caricatures; 23-083CM Davinci Teeth Whitening; 23-085CM Delara Fine Gems and Jewelry; 23-086CM Di-Lar Industrial Supply Inc; 23-087CM Diploma Artwork; 23-088CM SoCal Arts; 23-089CM Donan Inc; 23-090CM Dreamstyle Remodeling; 23-091CM DThao shop; 23-093CM ELAUN; 23-094CM Mahlon Moore (Elephants Etc.); 23-095CM Elizabeth Shutters; 23-096CM Embroidery Unlimited; 23-097CM Epstein Industrial Supply Inc.; 23-098CM Airplanteria LLC; 23-099CM Arctic Chaga; 23-101CM Big Bully Turf; 23-102CM Bosky Hat Co LLC; 23-104CM California Gemstones; 23-105CM Exmore Inc.; 23-106CM Face Painting by KC; 23-107CM Fallbrook Gem and Mineral Society; 23-108CM Granite Transformations; 23-109CM Florida's Best Inc.; 23-110CM GE Roofing Inc., dba A-1 Rain Gutters; 23-111CM Generations; 23-112CM Gina Palculich Geodes; 23-113CM Ghost Scream Hot Sauce; 23-114CM Ghost Scream Hot Sauce; 23-115CM Glittery LLC; 23-116CM Child Evangelism Fellowship; 23-117CM Green Acres Nursery; 23-118CM Grizzly Joe's Seasoning; 23-120CM Hawaiian Moon; 23-126CM High Seas Trading Co.; 23-127CM Hortencia Purses; 23-128CM Howard Industries; 23-129CM Ikon Associates; 23-130CM Infinity Lights; 23-131CM Infinity Lights; 23-132CM Inka's Art; 23-133CM Innovated Designs; 23-134CM Instant Shine Cleaners; 23-135CM Janken Deck; 23-136CM Jhana International Inc; 23-137CM Karen Doyle; 23-138CM Keep Safe California; 23-139CM Kelly Styles; 23-140CM KHAUSAK; 23-141CM Kitchen Craft; 23-142CM LAS CHAMULAS ARTESANIAS MEXICANAS; 23-143CM LeafFilter North, LLC; 23-145CM LILI AND ME; 23-146CM LowDawg marketing; 23-147CM Luxe Retail LLC; 23-148CM M & E SALES; 23-149CM M & E SALES; 23-150CM Mark Enterprises Inc; 23-151CM MCS Jewelry; 23-152CM Mule Inc; 23-153CM My Green Home, Inc.; 23-154CM Nani's Bonita Beauty Supply; 23-155CM New England Leatherworks; 23-156CM NIFTY 50'S; 23-157CM Norwex; 23-158CM Pace Group Inc; 23-159CM PET WALKER PLUS; 23-160CM Pibe Sports; 23-161CM PIYOGA; 23-162CM Portrilux; 23-163CM Portrilux; 23-164CM Precious Petals Clothing; 23-165CM Psychic Shop; 23-166CM Ralph's Sportswear, LLC dba Allegiance Clothing; 23-167CM Rayne Water; 23-168CM Redfern Ent. Inc.; 23-169CM Redfern Ent. Inc.; 23-170CM Redfern Ent. Inc.; 23-171CM Redfern Ent. Inc.; 23-172CM Refreshed Enterprise; 23-173CM Renewal by Anderson; 23-174CM RIKI CO. (Sock Empire); 23-175CM Rock of Israel; 23-176CM Rufio's Socks Inc; 23-177CM Rufio's Socks Inc; 23-178CM San Diego Pools; 23-179CM Shader Productions; 23-180CM Shasta Fashions; 23-183CM Solatube Home; 23-185CM Sunny West; 23-186CM Superior Water; 23-187CM Superlamb; 23-188CM System Pavers; 23-189CM TGS Trading Company; 23-192CM TLG Adhesives LLC; 23-193CM TLM International Inc; 23-194CM ToeAsis; 23-195CM Traeger Pellet Grills LLC; 23-196CM Traeger Pellet Grills LLC; 23-197CM Tropical Attitudes Gear; 23-198CM TUPPERWARE; 23-199CM U.S. Jaclean, Inc.; 23-200CM West Coast Rocks; 23-202CM CASTILLO'S WIRELESS; 23-203CM Castillos INC; 23-205CM CASTILLO'S WIRELESS; 23-206CM Corium 21 OR LLC; 23-207CM Eurshine USA, Inc. I; 23-208CM Eurshine USA, Inc. I; 23-211CM Sow and Associates; 23-212CM Geoshi Designs; 23-213CM Geoshi Designs; 23-216CM Gnome Hollow Candle and Soap Co.; 23-220CM Hawaiian Jewelry Inc.; 23-221CM House of Pistacios; 23-222CM Huaraches Artesanales Sahuayo; 23-223CM Hurd Enterprises; 23-224CM Icky Pop; 23-225CM INDOCRAFT; 23-226CM International Leather; 23-228CM J.H. Store; 23-229CM Jana Mcknight DBA My Fair Photo; 23-232CM Joycoast; 23-237CM Leabrig; 23-240CM Leather E; 23-242CM LEA'S

CHINESE GIFTS; 23-245CM MDS Enterprises; 23-246CM Mexican Candy; 23-248CM Modern Sunshine; 23-249CM Mojo Sports LLC; 23-251CM Ocean Sales Ltd.; 23-252CM Ocean Sales Ltd.; 23-256CM Out of My Mind; 23-260CM Paul's Products; 23-261CM Peruvian Wonders; 23-262CM PNW International Inc; 23-263CM Amazon Wonders; 23-264CM Branch and Vine; 23-268CM Fickle Finger Airbrush; 23-269CM Fickle Finger Airbrush; 23-270CM First 2 Market Products; 23-271CM Francesco Palmieri; 23-272CM Omar Industries; 23-273CM PaperPie; 23-278CM Premium Cashmere; 23-279CM Primera Enterprises; 23-280CM PS Products; 23-281CM Randy's Pet Supply; 23-283CM Reborn Cabinets; 23-284CM Remember When Photos; 23-287CM RM Art Designs; 23-295CM So Relax California, Inc.; 23-296CM Solar Wholesale; 23-297CM SUNSHINE KITCHEN PRODUCTS I; 23-298CM SUNSHINE KITCHEN PRODUCTS I; 23-301CM TEE WREXX, LLC; 23-302CM Teen Trend; 23-303CM TGOD LLC; 23-304CM TGOD LLC; 23-305CM The Amber Gift Shop; 23-306CM The Caricature Entertainment; 23-307CM The Caricature Entertainment; 23-311CM TOUCH OF PURPLE; 23-313CM Ultra Dzolik; 23-314CM UNCOMMON USA; 23-315CM UNCOMMON USA; 23-316CM Upcycled Works; 23-317CM Urban Nomads Inc.; 23-321CM VERSA PRODUCTS; 23-322CM VERSA PRODUCTS; 23-323CM Vitamix; 23-324CM We Have Your Flag; 23-325CM West Coast Innovations Int'l; 23-326CM West Coast Innovations Int'l; 23-329CM Wimberly Flying Toys; 23-330CM Wow Entertainment; 23-331CM Dandy Souvenirs; 23-332CM Deoja Creations, LLC; 23-333CM Deoja Creations, LLC; 23-334CM Ego Electric Bikes San Diego; 23-336CM A Blend Above LLC; 23-337CM Forest Art; 23-340CM GQ Distribution Inc.; 23-341CM House of Kashmir, Inc.; 23-342CM Bamboo Sheets & Bamboo Pillows; 23-346CM Garhua; 23-347CM Happy Day Pony Ride; 23-348CM Health Quest Enterprises; 23-349CM House of Pistacios; 23-354CM Jan Cates dba The Cates Company; 23-355CM Jan Cates dba The Cates Company; 23-358CM Lakeside Product Inc.; 23-360CM Shane Lee; 23-361CM Sharepac Inc; 23-362CM Sheena Chou DBA Patchy Patchenstein; 23-367CM Your Door Our Glass; 23-368CM Yurivilca's Made; 23-374CM H.I.S.C Inc; 23-375CM Juci Roots; 23-376CM Keva Krystals; 23-377CM Ella Bella Collection; 23-380CM Matthew Mohammadi dba Own Your Own Arcade Game; 23-381CM Navera LLC; 23-382CM O'Ryan LLC; 23-383CM O'Ryan LLC; 23-384CM O'Ryan LLC; 23-385CM Pristine Promotions LLC

o **2023 Concession Agreements**

144-147

23-022CN Action Foods; 23-023CN Alamo Amusements; 23-029CN Australian Battered Potatoes LLC; 23-033CN Alamo Amusements; 23-046CN Brander Enterprises Inc.; 23-047CN Brander Enterprises Inc.; 23-050CN Brogdon Concessions Inc.; 23-051CN Brogdon Concessions Inc.; 23-052CN C&C Concessions Inc.; 23-053CN C&C Concessions Inc.; 23-054CN C&C Concessions Inc.; 23-055CN C&C Concessions Inc.; 23-067CN Chicken Charlies Enterprises; 23-068CN Chicken Charlies Enterprises; 23-069CN Chuckwagon; 23-070CN Chuckwagon; 23-081CN D&D Country Fair Cinnamon rolls; 23-084CN Dee's Concesions; 23-092CN Duggans Concessions; 23-100CN B & J Concessions LLC; 23-119CN Hallak Sisters Inc.; 23-121CN HDS FAIR CO (Hot Dog on a Stick); 23-122CN HDS FAIR CO (Hot Dog on a Stick); 23-123CN HDS FAIR CO (Hot Dog on a Stick); 23-124CN Helm & Sons Amusements; 23-125CN Helm & Sons Amusements; 23-144CN Leavitt Family Trust dba Odyssey Foods, Inc.; 23-181CN SHN INC (Roxy's); 23-182CN SHN INC (Roxy's); 23-184CN Stizzy Works LLC; 23-190CN Copper Kettle; 23-191CN Copper Kettle; 23-201CN Campfire Foods NW; 23-204CN Castillos INC; 23-209CN MAVERICK CONCEPTS; 23-210CN MAVERICK CONCEPTS; 23-214CN Gina Lockaby Concessions; 23-215CN Gina Lockaby Concessions; 23-217CN Golden West Concessions Inc.; 23-218CN Golden West Concessions Inc.; 23-219CN Hallak Sisters Inc.; 23-227CN J&A Foods LLC; 23-230CN JLQ Concessions; 23-231CN JLQ Concessions; 23-233CN

Juicy's; 23-234CN Juicy's; 23-235CN Juicy's; 23-236CN L & S CONCESSIONS; 23-238CN Leap of Faith Adventures, Inc. (JK Dots); 23-239CN Leap of Faith Adventures, Inc. (JK Dots); 23-241CN Leavitt Family Trust dba Odyssey Foods, Inc.; 23-243CN Lori's Concessions Inc.; 23-244CN Lori's Concessions Inc.; 23-247CN M. HILL ENTERPRISES, INC.; 23-250CN O Entertainment (Lobster Shack); 23-253CN Odyssey Foods, Inc.; 23-254CN Odyssey Foods, Inc.; 23-255CN Odyssey Foods, Inc.; 23-257CN Pacific Coast Concessions; 23-258CN Pacific Coast Concessions; 23-259CN Paul's Products; 23-265CN Event Food Services (ICEE); 23-266CN Event Food Services (ICEE); 23-267CN Family A Fair (Pink's Hot Dogs); 23-274CN Paradise Management LLC; 23-275CN PHD & ME; 23-276CN PHD & ME; 23-277CN PHD & ME; 23-282CN RCS; 23-285CN Revolutionary Service Inc.; 23-286CN Rico's Manjares Mosita; 23-289CN Ryan Needham Concessions; 23-290CN Ryan Needham Concessions; 23-291CN Ryan Needham Concessions; 23-292CN Ryan Needham Concessions; 23-293CN Ryan Needham Concessions; 23-294CN Ryen, LLC; 23-299CN TC DUGAN ENTERPRISES INC; 23-300CN TC DUGAN ENTERPRISES INC; 23-308CN The Snax Shack (Candyland); 23-309CN Timbo's Beef Jerky, Sticks, & Dill Pickles; 23-310CN Timbo's III Beef Jerky; 23-312CN Trinity Concessions; 23-318CN Vartanian Concessions Mgmt; 23-319CN Vartanian Concessions Mgmt; 23-320CN Vartanian Concessions Mgmt; 23-327CN West Coast Weenies Inc.; 23-328CN West Coast Weenies Inc.; 23-335CN Fazackerley's Fudge dba Timbos Licorice; 23-338CN Fruit Caboose Inc.; 23-339CN Fruit Caboose Inc.; 23-343CN Fun Biz Concessions Inc.; 23-344CN Fun Time Foods (Mom's Bake Shop); 23-345CN Fun Time Foods (Mom's Bake Shop); 23-350CN J. Crutch LLC; 23-351CN J. Crutch LLC; 23-352CN Robert Jackson Enterprises; 23-353CN Robert Jackson Enterprises; 23-356CN Joe Mestmaker Enterprises; 23-357CN JP's Old West Cinnamon Rolls; 23-359CN Rob & Tassie Jundt; 23-363CN Uptown Enterprises; 23-364CN Victor Marcus Inc. DBA Vics Concessions; 23-365CN Victor Marcus Inc. DBA Vics Concessions; 23-366CN Watermark Concessions; 23-369CN W&R Country Fair Cinnamon Rolls; 23-370CN Smart Age Inc.; 23-371CN CBF Productions LLC; 23-372CN H&M Funnel Cake Express; 23-373CN H&M Funnel Cake Express; 23-378CN Lopez Concessions, LLC; 23-379CN Lopez Concessions, LLC; 23-386CN R & K Concessions, LLC

- o **Individual Project Agreements (IPA) with California Construction Authority (CCA)** 148-163
 - 022-23-030 Wyland Emergency Roof Repair; 022-23-046 Asphalt and Concrete Repair; 022-23-028 Wyland Skylights Replacement; 022-22-127 Amendment 1 The Sound HVAC Controls

5. **GENERAL BUSINESS**

- A. Presentation by the Don Diego Scholarship Foundation (Informational) Verbal
- B. Comprehensive Policies Development and Review (Informational) 164-176
 - Receive feedback on draft Policies presented previously
 - Introduce new draft Policies
- C. 2023 Insurance Renewals – Michael Gelfand 177-181
 - Report on District insurance policies procured for 2023-24 (Informational)
- D. Finance Committee Report – Michael Gelfand, Chair 182-187
 - Monthly Financial Reports (Informational)
- E. Community & Government Relations Committee – Don Mosier, Chair Verbal
- F. Fair Operations Committee Report – Frederick Schenk, Chair
 - 2023 San Diego County Fair Overview (Informational)
 - 1. 2024 San Diego County Fair Dates (Action) 188
- G. DMTC Liaison Committee Report – Richard Valdez, Chair Verbal
 - 2023 Summer Race Meet Overview (Informational)

- H. Strategic Planning Committee Report – Michael Gelfand, Chair (Informational) Verbal
- I. Affordable Housing Ad-Hoc Committee Report – Kathlyn Mead, Chair (Informational) 189-190
- J. Contract Delegation of Authority 191
 - 1. Consideration and vote to delegate authority to Director Rowland to approve contracts that exceed the CEO’s Delegation of Authority, beginning May 1, 2023 through the next regularly scheduled and noticed District board meeting (Action)

6. **PUBLIC COMMENT**

This item is for Public comment on issues **NOT** on the current Agenda. No debate by the Board shall be permitted on such public comments and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item. Speaker’s time is limited to **two** minutes and may be modified based on the number of public speakers. No speaker may cede their time to another speaker.

7. **CLOSED EXECUTIVE SESSION (NOT OPEN TO THE PUBLIC)**

Pursuant to the authority of Government Code section 11126(a), (b), and (e) the Board of Directors will meet in closed executive sessions. The purpose of these executive sessions is:

- A. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, there is significant exposure to litigation against the 22nd DAA.
- B. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party.
- C. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Jerry Hollendorfer v. DMTC et al., Case No. 37-2019-00036284.
- D. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Talley Amusements, Inc., et al., v 22nd District Agricultural Association, et al., San Diego County Superior Court, Case No. 37-2021-00032169.
- E. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. B&L Productions, Inc., et al., v Gavin Newsom, et al., United States District Court, Southern District of California, Case No. 3:21-cv-01718-AJB-KSC.
- F. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Allen v. 22nd District Agricultural Association, et al., Case No. 37-2023-00004430.

8. **RECONVENE TO OPEN SESSION**

Report on actions, if any, taken by the Board in closed executive session.

9. **MATTERS OF INFORMATION**

- Correspondence

192-209

10. **ADJOURNMENT**



22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
April 11, 2023

MINUTES

The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website.

<https://delmarfairgrounds.com/about-us/public-information/>

OFFICERS PRESENT:

Joyce Rowland, President
Carlene Moore, Chief Executive Officer

DIRECTORS PRESENT

Kathlyn Mead, and Sam Nejabat (via ZOOM)
Lisa Barkett, Michael Gelfand, Don Mosier (in-person)

OFFICERS/DIRECTORS ABSENT

Frederick Schenk, 1st Vice President
Richard Valdez, 2nd Vice President

OTHERS PRESENT

Josh Caplan, Deputy Attorney General (via ZOOM)
Melinda Carmichael, Chief Administrative Officer – 22nd DAA
Katie Mueller, Chief Operations Officer – 22nd DAA
Donna O’Leary, Executive Assistant - 22nd DAA

CALL TO ORDER

President Joyce Rowland called the meeting to order at 1:35 p.m. with a quorum present.

ROLL CALL

All Directors were present, except for Vice Presidents Schenk and Valdez who had excused absences.

CONSENT CALENDAR

President Rowland removed Standard Agreements 23-031,23-032 and 23-008 as they were not ready for approval.

PUBLIC COMMENT ON CONSENT CALENDAR (See page 6 of transcript)

Martha Sullivan (via ZOOM)

Director Mosier moved to approve the Consent Calendar items. Director Gelfand seconded the motion. President Rowland, Directors Barkett, Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 6-0.

MANAGEMENT REPORT

CEO Moore addressed a request regarding hosting a tent vigil. CEO Moore and Director Mosier have been in contact with the Cities of Del Mar and Solana Beach. CEO Moore said there is a possibility of holding the event around Homeless Person's Memorial Day, which is held on December 21st.

Review of Contracts Executed per Delegation of Authority

Informational

Operational Announcements

- The Chief Communications Officer will be introduced at the May Board meeting.
- Recently launched a new online portal for temporary employee recruitment and onboarding that streamlines the process.
- Reminder that until further notice, the waiver of location disclosure, posting and public access to attend meetings sunsets on June 30th.
- Working to set up Del Mar Race Track Authority and State Race Track Leasing Commission meetings during the summer.
- As the Board Meeting becomes in person only, work is being done to streamline the board packet and communications by going to a tablet or electronic version.

Construction Projects & Facilities Updates

- Chief Administrative Officer Melinda Carmichael provided an update on the facility projects which include HVAC improvements for the Del Mar Thoroughbred Executive Offices (DMTC), asphalt repair and front-side housing demolition project. CAO Carmichael reported that the facility assessment is being performed currently and that it is anticipated to be finished in the next couple of months.
- CEO Moore added that HITS Del Mar Leasing, LLC is planning a grand opening of Horsepark on July 15.

Industry News & Updates

CDFA Collaborative Exchange:

- There are several pieces of legislation that are currently being tracked for the industry.
- The Appointments Secretary Office staff... page 24
- CDFA audit's office attended to discuss compliance audits.

PUBLIC COMMENT ON MANAGEMENT REPORT (See page 29 of transcript)
Martha Sullivan (via ZOOM)

GENERAL BUSINESS

DON DIEGO SCHOLARSHIP FOUNDATION PRESENTATION

Executive Director Ashley Colburn McCaughan gave a PowerPoint presentation about their upcoming events, including the Don Diego Gala on July 1 that raises money for scholarships.

COMPREHENSIVE POLICIES DEVELOPMENT AND REVIEW

CEO Moore reviewed the report on page 53 and the two new draft policies on pages 54-58 of the Board packet.

PUBLIC COMMENT ON COMPREHENSIVE POLICIES DEVELOPMENT (See page 33 of transcript)
Martha Sullivan (via ZOOM)

DMTC LIAISON COMMITTEE REPORT – Lisa Barkett, Chair

Consideration and vote to approve the Breeders' Cup terms with the Del Mar Thoroughbred Club, as required by Paragraph 5.8 of the Operating Agreement, per the Second Amendment.

Director Barkett and President & COO of the Del Mar Thoroughbred Club gave an overview of the Breeder's Cup and its economic impact it can make to the surrounding communities.

PUBLIC COMMENT ON THE DMTC LIAISON COMMITTEE REPORT (See page 37 of transcript)

Martha Sullivan (via ZOOM)
Bob Gregson (via ZOOM)

Director Barkett moved to approve the Breeders' Cup terms with the DMTC as outlined in the in the letter to CEO Moore on pages 60-61 of the Board packet. Director Mosier seconded. President Rowland, Directors Barkett, Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 6-0.

FINANCE COMMITTEE

CEO Moore reviewed the financial report on pages 62-64 and the financials on pages 65-67 of the Board packet.

Consideration and vote to delegate authority to Director Gelfand, to consult with staff to review, select, and procure insurance policies for 2023-24 and to report back on those selections to the full board at the May meeting.

Director Barkett moved to approve the delegation of authority to Director Gelfand so that the insurance policies can be bound because they will expire prior to the next Board meeting. Director Mosier seconded. President Rowland, Directors Barkett, Gelfand, Mead, Mosier and Nejabat, were all in favor and the motion carried 6-0.

FAIR OPERATIONS COMMITTEE

COO Katie Mueller gave a PowerPoint presentation announcing the 2023 San Diego County Fair Grandstand Lineup, the Fair-Tastic Foods Competition and the "Get Out There" Trailblazer Challenge.

PUBLIC COMMENT ON NON-AGENDA ITEMS (See page 56 of transcript)

Martha Sullivan (via ZOOM)
Jack Duckworth (in-person)
J.R. Ayala (in-person)
Nicole Focone (in-person)

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Executive Session at 3:04 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 4:20 p.m. President Rowland reported that the Board conferred with and received advice from counsel on the items listed on the closed-session portion of the agenda and had nothing to report.

MATTERS OF INFORMATION

President Rowland referred to pages 68-74 of the Board packet.

ADJOURNMENT

There being no further business to discuss, President Rowland adjourned the meeting at 4:21 p.m.

ITEM 3, CONSENT CALENDAR

May 2023

CONTRACT APPROVAL(S)

In accordance with the requirements of the Department to Food & Agriculture, Fairs & Expositions Branch, Staff requests approval of the agreement(s) listed below:

Standard Agreements

Agreements Exercising Option Years					
Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
N/A					
Agreements Awarded via Invitation for Bid					
Contract #	Contractor	Purpose		Term	Amount
23-020	Habitat Protection	Pest Control		5/10/23 – 8/31/25	<u>\$268,150.00</u>
23-039	OUT TO BID	Fair Janitorial Services		6/7/23 – 8/31/24	<u>\$650,000.00</u>
23-002	Wagner Consulting Group, Inc	Fair Ride Safety Inspection		5/10/23 – 7/10/24	<u>\$166,000.00</u>
23-008	Prestige Golf Cars	Golf Cart Rentals		5/15/23 – 7/10/25	<u>\$167,680.56</u>
23-031	Global Power Group	Generator Maintenance and Repair		4/12/23 – 4/11/26	<u>\$50,000.00</u>
23-032	United Rentals	Heavy Equipment Rental		5/1/23 – 8/31/25	<u>\$1,258,327.60</u>
Agreements Awarded via Request for Proposal					
Contract #	Contractor	Purpose		Term	Amount
N/A					
Agreements Exempt from Bid					
Contract #	Contractor	Purpose	Categorical Exemption/ Exception	Term	Amount
23-043	Wonderful Things DBA Main Street Banners	Fair Flags & Décor	Revenue Generating Event	5/15/23 – 7/8/23	<u>\$80,000.00</u>
23-1204	R.W.B. Party Props Inc.	To deliver, install and stage props for various locations on the Fairgrounds.	Revenue Generating Event	Run of the Fair	\$75,000.00

Sole Source Agreements

Contract #	Contractor	Purpose	Sole Source Justification	Term	Amount
N/A					

Review of Contracts over \$250,000 or more than one year

Sponsorship Agreements				
Contract #	Contractor	Summary	Term	Amount
N/A				

Interagency Agreements

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
N/A					

Solicitations Released Since Last Board Meeting

Solicitation #	Solicitation Type	Purpose	Term	Amount
23-039 Rebid	Invitation for Bid	Fair Janitorial Services	6/7/23 – 8/31/24	<u>To be determined upon award</u>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-002	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-00
-----------------------------------	---

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Wagner Consulting Group, Inc

2. The term of this Agreement is:

START DATE

May 15, 2023

THROUGH END DATE

July 10, 2024

3. The maximum amount of this Agreement is:

\$ 166,000.00

One Hundred Sixty Six Thousand Dollars and Zero Cents

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B Attachment I	Pricing Tables	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Wagner Consulting Group, Inc

CONTRACTOR BUSINESS ADDRESS

P.O. Box 366

CITY

Eden

STATE

NC

ZIP

27289

PRINTED NAME OF PERSON SIGNING

Jonathan Brookes

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-002	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-00
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.

The contract term shall be for Fourteen (14) months effective from May 15, 2023, through July 10, 2024, with the possibility of Two (2) two-year options to renew. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

- B. Wagner Consulting Group, Inc, hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall provide game and ride safety inspection services for the annual San Diego County Fair including daily onsite presence of inspectors, conducting ride safety meetings, daily and final reporting and communication with District Staff as well as game and ride owners and operators.

- C. The services shall be performed at the Del Mar Fairgrounds located at 2260 Jimmy Durante Blvd. Del Mar, CA 92014.
- D. The services shall be provided during the San Diego County Fair time frame. In 2023, the dates will be June 7-July 4, 2023 closed every Monday and Tuesday in June.
- E. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Contractor: Wagner Consulting Group, Inc
Name: Shawn Sandefur	Name: Jonathan Brooks
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: P.O. Box 366 Eden, NC 27289
Phone: (214) 725-7378	Phone: (336) 612-2424
e-mail: midway@sdfair.com	e-mail: jbrooks@wagners-consulting.com

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

2. WORK TO BE PERFORMED:

- A. Background and Goals

The goal of game and ride safety inspection services is to ensure the safest experience possible for guests of the Fair.

EXHIBIT A SCOPE OF WORK

B. Tasks and Deliverables

- 1) Contractor shall inspect all amusement rides, devices, and game equipment contracted for The Fun Zone (located in the Midway), Kid Zone (located in the Infield), Sky Ride, and one (1) thrill ride located throughout the grounds and any other mechanical ride equipment that may be booked during the annual San Diego County Fair. The Fun Zone and Kid Zone open at 11:00 am daily. Kid Zone closes: Approximately 11:00p.m. Friday and Saturday; approximately 10:00p.m. on the other nights. Fun Zone closes: Approximately midnight Friday and Saturday; approximately 11:00p.m. on the other nights. There are approximately 70-80 rides in the Fun Zone and Kid Zone and 40-50 games in the Fun Zone/Kid Zone.
- 2) All Ride Safety Inspectors must have technical expertise in the areas of electrical, structural, and ride safety operations.
- 3) Prior to the opening day of the Fair, and in no case later than opening of the Fun Zone, Contractor shall provide adequate qualified ride safety inspectors to perform and complete pre-opening inspection of all ride and game equipment contracted for the Fair. Ride set-up typically begins ten (10) days prior to opening day.
- 4) The pre-opening inspection shall include structural, mechanical, electrical and operational inspection of each ride and a written report to the District's Midway Manager or designee and ride owner/operator of all findings in the form of a copy of the Inspection Checklist. Both parties will be made aware of priorities for corrective action of any unsatisfactory condition that exists at least ten calendar days prior to the opening of the Fair.
- 5) Ten days before the Fair opening or on a mutually agreed upon date with the District's Midway Manager, Contractor must conduct pre-opening inspection and subsequent daily inspections of the Midway electrical system.
- 6) Contractor must conduct a pre-opening and subsequent periodic inspections of the Fun Zone and Kid Zone grounds and must report any hazards that might exist to the District's Midway Manager or designee (including but not limited to trip and fall hazard, low lighting hazard, etc.).
- 7) A minimum of two (2) qualified ride safety inspectors must be present during all operating hours of the Midway throughout the duration of the Fair.
- 8) Contractor must conduct daily ride safety inspections and report all results to the District's Midway Manager or designee. Should any condition be observed where more frequent inspection is warranted, Contractor must act accordingly. Daily inspection of the Midway electrical system is intended to be a random inspection of the electrical system from the point of distribution to the point at which it is tied into the ride.
- 9) Contractor must monitor ride owner/operator's compliance by submitting a daily safety inspection report.
- 10) Contractor must provide the District with a daily report of the previous day's activities (including but not limited to closures of rides and subsequent re-openings) by 10 a.m.
- 11) Contractor must monitor daily ride operational procedures as performed on each ride. Should it be observed that there is a condition of operation that creates a

EXHIBIT A
SCOPE OF WORK

- hazard, the ride owner/operator must be made immediately aware so that corrective action can be taken.
- 12) Contractor must respond to all Midway first aid related incidents, as deemed necessary by District Management, and must generate reports of those incidents.
 - 13) Contractor must address media, in a manner determined and directed by the District, concerning ride safety matters and procedures utilized prior to and/or during the Fair.
 - 14) Contractor must provide a complete final report on all activities, findings and opinions with photographic documentation of conditions within thirty (30) days of completion of the Fair. This final report must include an evaluation of each ride.
 - 15) The District shall provide office space, telephone, meeting room space, AV equipment, and access to all information relative to contracted equipment and grounds access credentials for ride safety meetings.
 - 16) As deemed necessary by the District, Contractor shall be provided with two (2) District-compatible radios for use during the Fair.
 - 17) The District will provide Contractor with one (1) golf cart for use on grounds while performing services under this Agreement.
 - 18) Contractor must be responsible to the District for the conduct of all of the ride safety inspection company's contractors, employees and agents.
 - 19) Contractor shall make available at all times during the operation of the Fair, a representative of Contractor who has the authority necessary to make requested adjustments and/or changes required by District Management.
 - 20) District Management, at its sole discretion, may determine that any person or agent utilized by the Contractor in the performance of the contract shall be excluded from such performance due to his or her appearance, conduct or demeanor if it is determined that such appearance, conduct or demeanor is detrimental to the Fair operation. Determination by District Management regarding these matters is final.
 - 21) Contractor, any agent, employee and/or representative employed or contracted by Contractor shall be required to wear at all times during the operation of the Fair, Contractor's uniform with logo and a District identification badge.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the District agrees to compensate the Contractor in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

22nd District Agricultural Association
Del Mar Fairgrounds
Attn: Accounts Payable
2260 Jimmy Durant Blvd.
Del Mar, CA 92014

Alternatively, invoices can be submitted electronically to accountspayable@sdfair.com.

- C. The invoice shall contain the following information:
 - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
 - 4. The date of the invoice;
 - 5. The number of the Agreement upon which the claim is based; and
 - 6. An itemized account of the services for which the District is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) The method of computing the amount due.
 - d) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and

2. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Fixed Rates for Contract Year One

May 15, 2023 to July 10, 2024

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Ride Safety Inspection Services - 2023 Fair	1	Annual Cost	\$83,000.00	\$83,000.00
2	Ride Safety Inspection Services - 2024 Fair	1	Annual Cost	\$83,000.00	\$83,000.00
Total					\$166,000.00

Fixed Rates for Contract First Two-year Option

July 11, 2024 to July 10, 2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Ride Safety Inspection Services - 2025 Fair	1	Annual Cost	\$88,000.00	\$88,000.00
4	Ride Safety Inspection Services - 2026 Fair	1	Annual Cost	\$88,000.00	\$88,000.00
Total					\$176,000.00

Fixed Rates for Contract Second Two-year Option

July 11, 2026 to July 10, 2028

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Ride Safety Inspection Services - 2027 Fair	1	Annual Cost	\$90,000.00	\$90,000.00
6	Ride Safety Inspection Services - 2028 Fair	1	Annual Cost	\$90,000.00	\$90,000.00
Total					\$180,000.00

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-008	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 550100-50
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

IPC Industries Inc. DBA Prestige Golf Cars

2. The term of this Agreement is:

START DATE

May 15, 2023

THROUGH END DATE

July 10, 2025

3. The maximum amount of this Agreement is:

\$167,680.56

One Hundred Sixty Seven Thousand Six Hundred Eighty Dollars and Fifty Six Cents

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B Attachment I	Pricing Tables	4
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

IPC Industries Inc. DBA Prestige Golf Cars

CONTRACTOR BUSINESS ADDRESS

26525 Jefferson Ave.

CITY

Murrieta

STATE

CA

ZIP

92562

PRINTED NAME OF PERSON SIGNING

Michael Highsmith

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-008	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 550100-50
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A
SCOPE OF WORK**

1. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.

The contract term shall be for Twenty-six (26) months effective from May 15, 2023, through July 10, 2025, with the possibility of Three (3) one-year options to renew. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

2. Prestige Golf Cars hereinafter referred to as the Contractor, shall provide to the 22nd District Agricultural Association, herein after referred to as District, rental of electric and gasoline powered, utility and passenger, cart rentals as follows:
 - a. At the direction of District Management, Contractor shall deliver, maintain, service, pick-up and clean rental carts in the quantities requested in accordance with the specifications herein. Contractor must be able to provide all of the carts as described in the quantities stipulated including related services for the entire term requested.
 - b. The District anticipates that it will utilize carts in the configurations and quantities described herein. The carts are for use during the 2023 through 2027 annual San Diego County Fairs (if all contract renewal options are executed). Additional carts may be requested for interim events on an as needed basis. The substantial portion of rental carts will be for use during the annual San Diego County Fairs and will be needed for approximately fifty (50) days in the months of May through July of each year. Arriving approximately two (2) weeks prior to the Fair and removed a couple days after. The 2023 San Diego County Fair runs from June 7 through July 4. Carts can and will be operated day and night during normal fair operating hours. Carts will be used by District personnel to transport persons and supplies throughout the fairgrounds. The Contractor can assume subsequent Fair requirements will be very similar to the estimated 2023 requirement provided herein.
 - c. Delivery – The District will provide adequate notice to the Contractor of its cart requirements. All carts requested must be transported and delivered 1-3 days prior to the rental start date. Carts are to be delivered to a specific location to be determined by the District representative. This is to accommodate staging, inspection, safety check and acceptance. All carts must be delivered ready for use. “Ready for use” means they must be clean, if not new, they should appear near new without major blemishes and defects, and they must be in good safe mechanical condition with all required fluids topped off. Fuel tanks must be full and batteries fully charged and ready for use. The District will be responsible for refueling and charging of carts during the rental. District personnel will inspect carts for previous minor damages and make note of damages on an inspection document. Other deficiencies may also be noted. Unacceptable deficiencies must be corrected before acceptance can be made. The rental period will not begin until the cart has been accepted by District representative. All delivery and transportation (including fuel) costs must be included in the cart rental rate.
 - d. Service and Maintenance – Any service or maintenance required on carts is to be conducted by the Contractor during the rental period. The San Diego County Fair

EXHIBIT A SCOPE OF WORK

operates days and nights 5-7 days a week and the operation of rental carts is critical to the success of the annual fair. No rented cart can be inoperable for more than a twelve (12) hour period. The Contractor must guarantee that they will respond to a repair request in no less than two (3) hours. This may require the Contractor to have a repair person on District property or immediately available during normal business hours. Contractor staff must be photographed for a District ID tag and a parking pass. In addition, Contractor should consider floater carts and spare part availability to manage cart down time. The District will provide a location and utilities to facilitate timely repairs. Repair personnel must have the qualifications and experience required to make timely and safe repairs to the carts provided. It is highly recommended that they be factory trained on the equipment and the Contractor be a factory authorized dealer. All costs related to the service and maintenance of rental carts must be included in the rental rates.

- e. Damages – The District will not be responsible for any damages to the rental carts caused by normal use and wear or loss due to acts of God or theft. This includes minor scratches, abrasions, scuffs and dings, minor tears to upholstery, wear to parts, and flat tires. The San Diego County Fairgrounds is a gated semi secure facility that consists of black top, concrete, dirt, and turf surfaces similar to a golf course environment. Contractor can expect carts to be exposed to the elements and they will become dirty from use. The District will only be liable for damages caused by collision and or inappropriate use. The costs associated with damages caused by normal use and wear or loss due to the environment, acts of God or theft must be included in the cart rental rate.
- f. Pickup and Removal – At the end of the Fair and or rental period, the District will stage all carts in a specified area for pickup and removal. The Contractor can expect the cart to show signs of use including: normal wear, dirt and grime, fuel tanks less than full and batteries with less than a full charge. All cart rentals for the San Diego County Fair must be removed on or before approximately July 10th. The District may require additional time for some selected carts. The Contractor is expected to expedite the pickup, removal and transporting of rental carts. The District will not pay rental fees on carts left on District property after the rental term has expired unless additional time has been requested by District. It is critical that the carts be removed from District property as soon as possible, as there is only a short period of time before the horse racing season begins. Any damages the Contractor expects the District to be financially responsible for must be noted in writing and submitted to District Management immediately after the Fair or rental period has expired. The District will not be responsible in any way for carts left on District property after the rental has expired or for damages discovered at any other time by the Contractor. All cost related to the pickup and removal of rental carts must be included in the rental rates.

**EXHIBIT A
SCOPE OF WORK**

- g. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Prestige Golf Cars
Name: Dennis Robbins	Name: Brannon Graves
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 26525 Jefferson Ave Murrieta, CA 92562
Phone: (858) 792-4241	Phone: (951) 434-8482
e-mail: drobbins@sdfair.com	e-mail: brannon@prestigegolfcars.com

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the District agrees to compensate the Contractor in accordance with the rates specified herein, which are attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

22nd District Agricultural Association
Del Mar Fairgrounds
Attn: Accounts Payable
2260 Jimmy Durant Blvd.
Del Mar, CA 92014

Alternatively, invoices can be submitted electronically to accountspayable@sdfair.com.

- C. The invoice shall contain the following information:
1. The word "INVOICE" should appear in a prominent location at the top of page(s);
 2. Printed name of the Contractor;
 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
 4. The date of the invoice;
 5. The number of the Agreement upon which the claim is based; and
 6. An itemized account of the services for which the District is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) The method of computing the amount due.
 - d) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and

2. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B, ATTACHMENT I

PRICE TABLES

Fixed Rates for Contract Year One

May 15, 2023 - July 10, 2024

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost Inst...	Daily Rental R...	Weekly Renta...
2023 Fairtime Rentals (50 Day Rentals)								
1	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers.	8	each	\$942.40	\$7,539.20	Enter the 50-Day Rental Rate	18.8	131.9
2	2 passenger gasoline flatbed with 6' cargo deck.	14	each	\$893.95	\$12,515.30	Enter the 50-Day Rental Rate	17.88	125.15
3	4 passenger gasoline golf cart with canopy top.	26	each	\$541.50	\$14,079.00	Enter the 50-Day Rental Rate	10.83	75.81
4	6 passenger electric shuttle cart with full length canopy	1	each	\$893.95	\$893.95	Enter the 50-Day Rental Rate	17.88	125.15
5	6 passenger gasoline shuttle cart with full length canopy.	8	each	\$893.95	\$7,151.60	Enter the 50-Day Rental Rate	17.88	125.15
6	Electric flatbed with 6' cargo deck with additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers. Built-in charger.	2	each	\$942.40	\$1,884.80	Enter the 50-Day Rental Rate	18.8	131.9
7	8 passenger gasoline shuttle cart with full length canopy.	2	each	\$942.40	\$1,884.80	Enter the 50-Day Rental Rate	18.8	131.9
8	6 passenger gasoline shuttle cart. Full length canopy. (Cart must be wheelchair accessible).	2	each	\$942.40	\$1,884.80	Enter the 50-Day Rental Rate	18.8	131.9
9	2 passenger electric flatbed with 6' cargo deck. Built-in charger.	1	each	\$893.95	\$893.95	Enter the 50-Day Rental Rate	17.88	125.15
10	4 passenger electric golf cart with canopy top.	2	each	\$541.50	\$1,083.00	Enter the 50-Day Rental Rate	10.83	75.81
11	2 Passenger gasoline Golf cart w/ mini utility bed	2	each	\$677.35	\$1,354.70	Enter the 50-Day Rental Rate	13.55	94.83
2024 Fairtime Rentals (50 Day Rentals)								
12	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers.	8	each	\$991.80	\$7,934.40	Enter the 50-Day Rental Rate	19.8	138.9
13	2 passenger gasoline flatbed with 6' cargo deck.	14	each	\$940.50	\$13,167.00	Enter the 50-Day Rental Rate	18.81	131.67
14	4 passenger gasoline golf cart with canopy top.	26	each	\$570.00	\$14,820.00	Enter the 50-Day Rental Rate	11.4	79.8
15	6 passenger electric shuttle cart with full length canopy	1	each	\$940.50	\$940.50	Enter the 50-Day Rental Rate	18.81	131.67
16	6 passenger gasoline shuttle cart with full length canopy.	8	each	\$940.50	\$7,524.00	Enter the 50-Day Rental Rate	18.81	131.67
17	Electric flatbed with 6' cargo deck with additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers. Built-in charger.	2	each	\$991.80	\$1,983.60	Enter the 50-Day Rental Rate	19.8	138.9
18	8 passenger gasoline shuttle cart with full length canopy.	2	each	\$991.80	\$1,983.60	Enter the 50-Day Rental Rate	19.8	138.9
19	6 passenger gasoline shuttle cart. Full length canopy. (Cart must be wheelchair accessible).	2	each	\$991.80	\$1,983.60	Enter the 50-Day Rental Rate	19.8	138.9
20	2 passenger electric flatbed with 6' cargo deck. Built-in charger.	1	each	\$940.50	\$940.50	Enter the 50-Day Rental Rate	18.81	131.67
21	4 passenger electric golf cart with canopy top.	2	each	\$570.00	\$1,140.00	Enter the 50-Day Rental Rate	11.4	79.8
22	2 Passenger gasoline Golf cart w/ mini utility bed	2	each	\$712.50	\$1,425.00	Enter the 50-Day Rental Rate	14.25	99.75
Interim Events Rentals								

EXHIBIT B, ATTACHMENT I

23	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers (one month rental)	2	each	\$533.23	\$1,066.46	Enter the Monthly Rental Rate
24	4 passenger gasoline golf cart with canopy top (three month rental)	2	each	\$967.74	\$1,935.48	Enter the total Rental Rate for
Total					\$108,009.24	

Fixed Rates for Contract Year Two

July 11, 2024 - July 10, 2025

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost Inst...	Daily Rental R...	Weekly Renta...
2025 Fairtime Rentals (50 Day Rentals)								
25	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers.	8	each	\$1,041.20	\$8,329.60	Enter the 50-Day Rental Rate	20.8	145.8
26	2 passenger gasoline flatbed with 6' cargo deck.	14	each	\$987.05	\$13,818.70	Enter the 50-Day Rental Rate	19.74	138.19
27	4 passenger gasoline golf cart with canopy top.	26	each	\$598.50	\$15,561.00	Enter the 50-Day Rental Rate	11.97	83.79
28	6 passenger electric shuttle cart with full length canopy	1	each	\$987.05	\$987.05	Enter the 50-Day Rental Rate	19.74	138.19
29	6 passenger gasoline shuttle cart with full length canopy.	8	each	\$987.05	\$7,896.40	Enter the 50-Day Rental Rate	19.74	138.19
30	Electric flatbed with 6' cargo deck with additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers. Built-in charger.	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
31	8 passenger gasoline shuttle cart with full length canopy.	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
32	6 passenger gasoline shuttle cart. Full length canopy. (Cart must be wheelchair accessible).	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
33	2 passenger electric flatbed with 6' cargo deck. Built-in charger.	1	each	\$987.05	\$987.05	Enter the 50-Day Rental Rate	19.7	138.19
34	4 passenger electric golf cart with canopy top.	2	each	\$598.50	\$1,197.00	Enter the 50-Day Rental Rate	11.97	83.79
35	2 Passenger gasoline Golf cart w/ mini utility bed	2	each	\$747.65	\$1,495.30	Enter the 50-Day Rental Rate	14.95	104.67
Interim Events Rentals								
36	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers (one month rental)	2	each	\$559.89	\$1,119.78	Enter the Monthly Rental Rate		
37	4 passenger gasoline golf cart with canopy top (three month rental)	2	each	\$1,016.12	\$2,032.24	Enter the total Rental Rate for		
Total					\$59,671.32			

Fixed Rates for Option Year One

July 11, 2025 - July 10, 2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost Inst...	Daily Rental R...	Weekly Renta...
2026 Fairtime Rentals (50 Day Rentals)								
38	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers.	8	each	\$1,041.20	\$8,329.60	Enter the 50-Day Rental Rate	20.8	145.8

EXHIBIT B, ATTACHMENT I

39	2 passenger gasoline flatbed with 6' cargo deck.	14	each	\$987.05	\$13,818.70	Enter the 50-Day Rental Rate	19.74	138.19
40	4 passenger gasoline golf cart with canopy top.	26	each	\$598.50	\$15,561.00	Enter the 50-Day Rental Rate	11.97	83.79
41	6 passenger electric shuttle cart with full length canopy	1	each	\$987.05	\$987.05	Enter the 50-Day Rental Rate	19.74	138.19
42	6 passenger gasoline shuttle cart with full length canopy.	8	each	\$987.05	\$7,896.40	Enter the 50-Day Rental Rate	19.74	138.19
43	Electric flatbed with 6' cargo deck with additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers. Built-in charger.	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
44	8 passenger gasoline shuttle cart with full length canopy.	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
45	6 passenger gasoline shuttle cart. Full length canopy. (Cart must be wheelchair accessible).	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
46	2 passenger electric flatbed with 6' cargo deck. Built-in charger.	1	each	\$987.05	\$987.05	Enter the 50-Day Rental Rate	19.7	138.19
47	4 passenger electric golf cart with canopy top.	2	each	\$598.50	\$1,197.00	Enter the 50-Day Rental Rate	11.97	83.79
48	2 Passenger gasoline Golf cart w/ mini utility bed	2	each	\$747.65	\$1,495.30	Enter the 50-Day Rental Rate	14.95	104.67
Interim Events Rentals								
49	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers (one month rental)	2	each	\$559.89	\$1,119.78	Enter the Monthly Rental Rate		
50	4 passenger gasoline golf cart with canopy top (three month rental)	2	each	\$1,016.12	\$2,032.24	Enter the total Rental Rate for		
Total				\$59,671.32				

Fixed Rates for Option Year Two

July 11, 2026 - July 10, 2027

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost Inst...	Daily Rental R...	Weekly Renta...
2027 Fairtime Rentals (50 Day Rentals)								
51	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers.	8	each	\$1,041.20	\$8,329.60	Enter the 50-Day Rental Rate	20.8	145.8
52	2 passenger gasoline flatbed with 6' cargo deck.	14	each	\$987.05	\$13,818.70	Enter the 50-Day Rental Rate	19.74	138.19
53	4 passenger gasoline golf cart with canopy top.	26	each	\$598.50	\$15,561.00	Enter the 50-Day Rental Rate	11.97	83.79
54	6 passenger electric shuttle cart with full length canopy	1	each	\$987.05	\$987.05	Enter the 50-Day Rental Rate	19.74	138.19
55	6 passenger gasoline shuttle cart with full length canopy.	8	each	\$987.05	\$7,896.40	Enter the 50-Day Rental Rate	19.74	138.19
56	Electric flatbed with 6' cargo deck with additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers. Built-in charger.	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
57	8 passenger gasoline shuttle cart with full length canopy.	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
58	6 passenger gasoline shuttle cart. Full length canopy. (Cart must be wheelchair accessible).	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
59	2 passenger electric flatbed with 6' cargo deck. Built-in charger.	1	each	\$987.05	\$987.05	Enter the 50-Day Rental Rate	19.7	138.19

EXHIBIT B, ATTACHMENT I

60	4 passenger electric golf cart with canopy top.	2	each	\$598.50	\$1,197.00	Enter the 50-Day Rental Rate	11.97	83.79
61	2 Passenger gasoline Golf cart w/ mini utility bed	2	each	\$747.65	\$1,495.30	Enter the 50-Day Rental Rate	14.95	104.67
Interim Events Rentals								
62	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers (one month rental)	2	each	\$559.89	\$1,119.78	Enter the Monthly Rental Rate		
63	4 passenger gasoline golf cart with canopy top (three month rental)	2	each	\$1,016.12	\$2,032.24	Enter the total Rental Rate for		
Total					\$59,671.32			

Fixed Rates for Option Year Three

July 11, 2027 - July 10, 2028

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost Inst...	Daily Rental R...	Weekly Renta...
2028 Fairtime Rentals (50 Day Rentals)								
64	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers.	8	each	\$1,041.20	\$8,329.60	Enter the 50-Day Rental Rate	20.8	145.8
65	2 passenger gasoline flatbed with 6' cargo deck.	14	each	\$987.05	\$13,818.70	Enter the 50-Day Rental Rate	19.74	138.19
66	4 passenger gasoline golf cart with canopy top.	26	each	\$598.50	\$15,561.00	Enter the 50-Day Rental Rate	11.97	83.79
67	6 passenger electric shuttle cart with full length canopy	1	each	\$987.05	\$987.05	Enter the 50-Day Rental Rate	19.74	138.19
68	6 passenger gasoline shuttle cart with full length canopy.	8	each	\$987.05	\$7,896.40	Enter the 50-Day Rental Rate	19.74	138.19
69	Electric flatbed with 6' cargo deck with additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers. Built-in charger.	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
70	8 passenger gasoline shuttle cart with full length canopy.	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
71	6 passenger gasoline shuttle cart. Full length canopy. (Cart must be wheelchair accessible).	2	each	\$1,041.20	\$2,082.40	Enter the 50-Day Rental Rate	20.8	145.77
72	2 passenger electric flatbed with 6' cargo deck. Built-in charger.	1	each	\$987.05	\$987.05	Enter the 50-Day Rental Rate	19.7	138.19
73	4 passenger electric golf cart with canopy top.	2	each	\$598.50	\$1,197.00	Enter the 50-Day Rental Rate	11.97	83.79
74	2 Passenger gasoline Golf cart w/ mini utility bed	2	each	\$747.65	\$1,495.30	Enter the 50-Day Rental Rate	14.95	104.67
Interim Events Rentals								
75	Gasoline flatbed with 6' cargo deck, canopy top, and additional fold down rear seat (forward facing) that converts to accommodate four (4) passengers (one month rental)	2	each	\$559.89	\$1,119.78	Enter the Monthly Rental Rate		
76	4 passenger gasoline golf cart with canopy top (three month rental)	2	each	\$1,016.12	\$2,032.24	Enter the total Rental Rate for		
Total					\$59,671.32			

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-020	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-10
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Habitat Protection, Inc.

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

August 31, 2025

3. The maximum amount of this Agreement is:

\$268,150.00

Two Hundred Sixty Eight Thousand Dollars One Hundred Fifty Dollars and Zero Cents

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B Attachment I	Pricing Tables	4
Exhibit C	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Habitat Protection, Inc.

CONTRACTOR BUSINESS ADDRESS

751 W 4th Avenue

CITY

Escondido

STATE

CA

ZIP

92025

PRINTED NAME OF PERSON SIGNING

Bart Van Diepen

TITLE

Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-020	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-10
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
- B. Habitat Protection Inc, hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall provide services for pest control, rodent control, white fly and aphid control, and emergency beehive and swarm removal.

- C. The services shall be performed at the District properties located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014 and/or 15555 Jimmy Durante Blvd., Del Mar, CA 92014
- D. The services shall be provided on a monthly cycle for rodent control; a quarterly cycle for pest control; biannual for White Fly and Aphid control; and as needed for Beehive or Swarm removal. In addition, off-cycle pest or rodent control services may be needed.
- E. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Contractor: Habitat Protection Inc
Name: Lewis Hughes	Name: Bart Van Diepen
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 751 W 4th Avenue Escondido, CA 92025
Phone: (858) 308-2215	Phone: (760) 533-5792
e-mail: lhughes@sdfair.com	e-mail: Malia@habitatprotection.net

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

2. WORK TO BE PERFORMED:

A. Background and Goals

The 22nd District Agricultural Association manages and operates the Del Mar Fairgrounds on behalf of the State of California. The District properties that require service for this contract will include the 212-acre main campus and the 48-acre campus across the street. The goal of this contract is to have grounds that are rodent and pest free.

B. Tasks and Deliverables

Task 1 – Rodent Control

- Contractor shall provide rodent control to effectively eliminate living rodents, mice, and gophers.

EXHIBIT A SCOPE OF WORK

- Contractor shall be responsible for providing all labor and material including baits, bait stations, traps, and equipment necessary to eliminate or control rodent populations.
- Contractor should maintain multiple traps in the interior areas and at potential rodent entry exterior areas with tamper resistant bait stations baited with approved rodenticides.
- Contractor shall service the bait stations monthly and remove dead rodents from the traps and/or property.
- Contractor shall provide a map of Bait Station locations with barcode tracking.

Task 2 – Pest Control

- Contractor shall inspect the Del Mar Fairgrounds for vectors and pests and shall control and eliminate these vectors and pests through the safest, least toxic, and least invasive methods available.
- The pests to be controlled include, but are not limited to, the house fly, stable fly, garbage fly, blow fly, ants, pharaoh ants, spiders, sow bugs, earwigs, cockroaches, fleas, silverfish, pantry millipedes, centipedes, moths, beetles, and mites.
- Contractor shall also provide an integrated pest management program for all aspects and functions held on District property to provide a healthful environment free of pests. The program must be implemented to control and eliminate pests throughout the year and will include the Racetrack, Grandstand, Concert Venue, Barns, Exhibit Halls, Offices, Food Service Areas, Backstretch Areas, and Surf & Turf property.
- Contractor shall provide a written program including a list of biological, cultural, and chemical methods to be used. Contractor shall apply these agents throughout the year to reduce the number and frequency of infestations on a quarterly basis or as needed.
- Contractor will provide services as needed; this may include nights, weekends, and/or holidays.
- Contractor shall also respond to reports of pest infestation within twenty-four (24) hours of notification.
- Contractor shall provide all necessary management, supervision, labor, equipment, tools, materials, licenses, and insurance for performance of these tasks.

Task 3 – Whit Fly and Aphid Control

- Contractor shall spray any plant material that shows evidence of infestation for white flies and/or aphids.
- Contractor shall provide services biannual, two (2) times per year.
- Contractor shall supply all chemicals, sprays, and licenses for chemical use.
- Contractor shall be responsible for compliance with all state, federal and county rules and regulations.
- Contractor shall supply District with copies of notices, records, permits and other correspondences that may be required by any regulatory agencies.

**EXHIBIT A
SCOPE OF WORK**

Task 4 – Emergency Beehive and Swarm Removal

- Contractor Shall provide emergency beehive and swarm removal service as needed and directed by District Management.
- Contractor agrees to respond to District requests within twenty-four (24) hours during normal business hours, weekends, and/or holidays.
- Contractor agrees to provide a written estimate for District Management approval prior to performing services.

Task Deliverables

- Contractor agrees to have technician’s check-in with Facilities Department staff upon arrival and departure and keep records of their arrival and departure times.

C. Task and Deliverables Schedule

Task #	Deliverable	Deliverable Due Date
1	Rodent Control	Monthly or as needed/requested
2	Pest Control	Quarterly or as needed/requested
3	White Fly and Aphid Control	Biannual or as needed/requested
4	Emergency Beehive and Swarm Removal	As needed/requested

3. PROGRESS REPORTS:

- A. The Contractor shall provide a written quarterly progress report to the District describing activities undertaken and any problems encountered in the performance of the work under this Agreement, for the entirety of the contract.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the District agrees to compensate the Contractor in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

22nd District Agricultural Association
Del Mar Fairgrounds
Attn: Accounts Payable
2260 Jimmy Durant Blvd.
Del Mar, CA 92014

Alternatively, invoices can be submitted electronically to accountspayable@sdfair.com.

- C. The invoice shall contain the following information:
 - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
 - 4. The date of the invoice;
 - 5. The number of the Agreement upon which the claim is based; and
 - 6. An itemized account of the services for which the District is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) The method of computing the amount due.
 - d) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and

2. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

FINANCIAL BID FORM

22nd District Agricultural Association
IFB No. 23-020

Initial Contract Term: May 1, 2023 - August 31, 2025

Location Areas include: Racetrack, Grandstand, Concert Venue, Barns, Exhibit Halls, Offices, Food Service Areas, Backstretch Areas and Surf & Turf.

Price included Labor and Materials

Description of Services (Refer to Exhibit A SOW)	Quarterly Service Price	Monthly Service Price	Biannual Service Price	Service Per Request/As Needed Price	Enter sum for all lines across
a) The pests to be controlled include, but are not limited to, the house fly, stable fly, garbage fly, blow fly, ants, pharaoh ants, spiders, sow bugs, earwigs, cockroaches, fleas, silverfish, pantry millipedes, centipedes, moths, beetles and mites. - All areas, except Surf & Turf.	\$19,600.00			\$275.00	\$19,875.00
(1) Racetrack only				\$1,270.00	\$1,270.00
(2) Grandstand only				\$525.00	\$525.00
(3) Concert Venue only				\$725.00	\$725.00
(4) Barns Only				\$2,175.00	\$2,175.00
(5) Exhibit Halls only				\$225.00	\$225.00
(6) Offices only				\$225.00	\$225.00
(7) Food Service Areas only				\$875.00	\$875.00
(8) Backstretch only				\$1,270.00	\$1,270.00
(9) Surf & Turf				\$575.00	\$575.00
b) Rodent Control		\$2,300.00		\$375.00	\$2,675.00
c) White Fly and Aphid Control			\$1,550.00	\$275.00	\$1,825.00
d) Bee Hive & Swarm Removal				\$125.00	\$125.00
(Enter sum of all amounts in righthand column) Grand Total					\$32,140.00

FINANCIAL BID FORM

22nd District Agricultural Association
IFB No. 23-020

First Option: September 1, 2025 - August 31, 2027

Location Areas Include: Racetrack, Grandstand, Concert Venue, Barns, Exhibit Halls, Offices, Food Service Areas, Backstretch Areas and Surf & Turf.

Price included Labor and Materials

Description of Services (Refer to Exhibit A SOW)	Quarterly Service Price	Monthly Service Price	Biannual Service Price	Service Per Request/As Needed Price	Enter sum for all lines across
a) The pests to be controlled include, but are not limited to, the house fly, stable fly, garbage fly, blow fly, ants, pharaoh ants, spiders, sow bugs, earwigs, cockroaches, fleas, silverfish, pantry millipedes, centipedes, moths, beetles and mites. - All areas, except Surf & Turf.	\$19,600.00			\$275.00	\$19,875.00
(1) Racetrack only				\$1,270.00	\$1,270.00
(2) Grandstand only				\$525.00	\$525.00
(3) Concert Venue only				\$725.00	\$725.00
(4) Barns Only				\$2,175.00	\$2,175.00
(5) Exhibit Halls only				\$225.00	\$225.00
(6) Offices only				\$225.00	\$225.00
(7) Food Service Areas only				\$875.00	\$875.00
(8) Backstretch only				\$1,270.00	\$1,270.00
(9) Surf & Turf				\$575.00	\$575.00
b) Rodent Control		\$2,300.00		\$375.00	\$2,675.00
c) White Fly and Aphid Control			\$1,550.00	\$275.00	\$1,825.00
d) Bee Hive & Swarm Removal				\$125.00	\$125.00
(Enter sum of all amounts in righthand column) Grand Total					\$32,140.00

FINANCIAL BID FORM

22nd District Agricultural Association
IFB No. 23-020

Second Option: September 1, 2027 - August 31, 2029

Location Areas include: Racetrack, Grandstand, Concert Venue, Barns, Exhibit Halls, Offices, Food Service Areas, Backstretch Areas and Surf & Turf.

Description of Services (Refer to Exhibit A SOW)	Price included Labor and Materials				Enter sum for all lines across
	Quarterly Service Price	Monthly Service Price	Biannual Service Price	Service Per Request/As Needed Price	
a) The pests to be controlled include, but are not limited to, the house fly, stable fly, garbage fly, blow fly, ants, pharaoh ants, spiders, sow bugs, earwigs, cockroaches, fleas, silverfish, pantry millipedes, centipedes, moths, beetles and mites. - All areas, except Surf & Turf.	\$20,188.00			\$283.25	\$20,471.25
(1) Racetrack only				\$1,308.10	\$1,308.10
(2) Grandstand only				\$540.75	\$540.75
(3) Concert Venue only				\$746.75	\$746.75
(4) Barns Only				\$2,240.25	\$2,240.25
(5) Exhibit Halls only				\$231.75	\$231.75
(6) Offices only				\$231.75	\$231.75
(7) Food Service Areas only				\$901.25	\$901.25
(8) Backstretch only				\$1,308.10	\$1,308.10
(9) Surf & Turf				\$582.25	\$582.25
b) Rodent Control		\$2,369.00		\$386.25	\$2,755.25
c) White Fly and Aphid Control			\$1,596.50	\$283.25	\$1,879.75
d) Bee Hive & Swarm Removal				\$128.75	\$128.75
(Enter sum of all amounts in righthand column) Grand Total					\$33,325.95

FINANCIAL BID FORM

22nd District Agricultural Association
IFB No. 23-020

Third Option: September 1, 2029 - August 31, 2031

Location Areas include: Racetrack, Grandstand, Concert Venue, Barns, Exhibit Halls, Offices, Food Service Areas, Backstretch Areas and Surf & Turf.

Price Included Labor and Materials

Description of Services (Refer to Exhibit A SOW)	Quarterly Service Price	Monthly Service Price	Biannual Service Price	Service Per Request/As Needed Price	Enter sum for all lines across
a) The pests to be controlled include, but are not limited to, the house fly, stable fly, garbage fly, blow fly, ants, pharaoh ants, spiders, sow bugs, earwigs, cockroaches, fleas, silverfish, pantry millipedes, centipedes, moths, beetles and mites. - All areas, except Surf & Turf.	\$20,188.00			\$283.25	\$20,471.25
(1) Racetrack only				\$1,308.10	\$1,308.10
(2) Grandstand only				\$540.75	\$540.75
(3) Concert Venue only				\$746.75	\$746.75
(4) Barns Only				\$2,240.25	\$2,240.25
(5) Exhibit Halls only				\$231.75	\$231.75
(6) Offices only				\$231.75	\$231.75
(7) Food Service Areas only				\$901.25	\$901.25
(8) Backstretch only				\$1,308.10	\$1,308.10
(9) Surf & Turf				\$582.25	\$582.25
b) Rodent Control		\$2,369.00		\$386.25	\$2,755.25
c) White Fly and Aphid Control			\$1,596.50	\$283.25	\$1,879.75
d) Bee Hive & Swarm Removal				\$128.75	\$128.75
(Enter sum of all amounts in righthand column) Grand Total					\$33,325.95

GRAND TOTAL FOR INITIAL TERM + ALL OPTION YEARS: **\$130,931.90**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-031	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-10
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Global Power Group, Inc.

2. The term of this Agreement is:

START DATE

April 12, 2023

THROUGH END DATE

April 11, 2026

3. The maximum amount of this Agreement is:

\$50,000.00

Fifty Thousand Dollars and Zero Cents

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment I	Pricing Tables	6
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Global Power Group, Inc.

CONTRACTOR BUSINESS ADDRESS

12060 Woodside Avenue

CITY

Lakeside

STATE

CA

ZIP

92040

PRINTED NAME OF PERSON SIGNING

Salvatore Martorana

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

salvatore martorana

salvatore martorana (Apr 14, 2023 16:36 PDT)

DATE SIGNED

Apr 14, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-031	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-10
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



Carlene Moore (Apr 26, 2023 20:33 PDT)

DATE SIGNED

Apr 26, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC 54051 .a. 1

Exhibit A
SCOPE OF WORK

1. Contractor agrees to provide as needed generator inspection/maintenance repair services for the 22nd District Agricultural Association ("District") / San Diego County Fairgrounds ("Fairgrounds"), as follows:
 - a. Contractor agrees to provide all qualified labor, materials and equipment to perform preventative maintenance and inspections of the following generators:
 - Grandstand – Caterpillar (CAT 3412) #081Z12846
 - The Sound – DASE (1018600) #20631
 - Pump Station #1 – Onan (50 DGCA) #XCEXL039ABA
 - Fire Station / Multiple Equipment – Isuzu 3KG
 - b. Contractor agrees to provide the following services as part of the preventative maintenance and inspections:
 - a. Quarterly Inspection Service
 - b. Annual Inspection Service
 - c. Annual Load Bank Test
 - d. Annual Fuel Polish
 - e. Annual Fuel Sample Test
 - f. Annual ATS Testing
 - g. Replacement of Automatic Transfer Switch
 - i. This is an anticipated repair & replacement for 2 of the 4 generators during the scope of the contract. It is not guaranteed.
 - c. Contractor agrees to provide test and maintenance reports to the District that demonstrate all regulatory compliance requirements.
 - d. Contractor agrees to comply with the requirements of the National Electrical Code and applicable local ordinances.
 - e. Contractor agrees to comply with the requirements of the San Diego Air Pollution Control District (APCD) and applicable local ordinances.
 - f. All work must be performed in a professional manner and to industry standards, during normal business hours. Specifically, Contractor must follow manufacturers' installation requirements. Contractor shall do all of the work above to the satisfaction of the District's Chief of Plant Operations, or their designee, for approval of progress work invoices. District retains the right of final approval on all work to be performed.
 - g. Failure or neglect on the part of the District or any of its authorized agents to reject bad or inferior work of the Contractor or materials shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to final acceptance of Contractor's work; neither shall it be construed as barring the District at any subsequent time from recovery of damages or of such a sum of money as may be needed to repaint anew all portions of Contractor's work in which fraud was practiced or improper application methods used whenever found.

Exhibit A
SCOPE OF WORK

- h. Contractor shall have current licenses/certifications required by law to provide all services and shall perform this work in accordance with all applicable laws and codes. Contractor will provide District copies of licenses and certifications within 48 hours, upon District's written request, including electronic email requests by District.
- i. Contractor agrees to dispose of/recycle all generated waste, in accordance with State and local laws/regulations.
- j. The Fairgrounds is located within environmentally sensitive wetlands. Therefore, any equipment/machinery that is leaking fluid (battery, coolant, diesel, gas, hydraulic, motor oil, power steering, transmission, etc.) will immediately either be repaired or removed from Arena property by the Contractor.
- k. The Contractor shall be fully responsible for all acts and omissions of Subcontractors, and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Agreement shall create any contractual relationship between the State/District and any Subcontractor, or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the District/State to pay or require the payment of any funds due any Subcontractor or other persons or organizations, except as may otherwise be required by law.
- l. Approval of the Contractor's insurance by the District shall not diminish or alter the extent to which the Contractor or any subcontractor(s) may be held responsible for payment of any and all damages resulting from its' operations.
- m. Should any Subcontractor, materials person, supplier or other such person file or maintain any action on or respecting a claim of mechanic's lien or stop-notice against Contractor Payment, the District shall have right to retain from any Contractor's payment the cost thereof. The provisions of this section are in addition to such other rights and entitlement as enjoyed by the District against Contractor as elsewhere provided in the Agreement documents, and at law and in equity.
- n. Contractor proposal may not have conditions that are counter to or in conflict with this Scope of Work. Where the terms of this Agreement or District's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in District's documents shall supersede and take precedence over Contractor's proposal or other Contractor documents.
- o. Contractor will not be guaranteed any specific amount of work. Actual work to be performed will be directed by the District and may vary from year to year.
- p. Additional/Unanticipated Service Needs - In the event that maintenance or repairs are needed that have not been anticipated, the Contractor shall provide those services at the Labor Rates identified on the Pricing Table. Contractor agrees to provide a written

Exhibit A
SCOPE OF WORK

estimate of costs for approval by District Management, prior to the initiation of any additional services.

q. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Global Power Group, Inc.
Name: Lewis Hughes	Name: Ashley Baggerly
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 12060 Woodside Avenue Lakeside, CA 92040
Phone: 858-792-4285	Phone: 619-579-1221
e-mail: lhughes@sdfair.com	e-mail: Dispatch@gpgpower.com

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-032	PURCHASING AUTHORITY NUMBER (If Applicable) GL Acct#: 500100-10, 550100-10
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

United Rentals (North America) Inc.

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

August 31, 2025

3. The maximum amount of this Agreement is:

\$1,258,327.60

One Million Two Hundred Fifty Eight Thousand Three Hundred Twenty Seven Dollars and Sixty Cents

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B Attachment I	Pricing Tables	24
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

United Rentals (North America) Inc.

CONTRACTOR BUSINESS ADDRESS

100 First Stamford Place #700

CITY

Stamford

STATE

CT

ZIP

06902

PRINTED NAME OF PERSON SIGNING

Nicholas Hernandez

TITLE

Branch Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-032	PURCHASING AUTHORITY NUMBER (If Applicable) GL Acct#: 500100-10, 550100-10
----------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
- B. The contract term shall be for Twenty-eight (28) months effective from May 1, 2023, through August 31, 2025, with the possibility of Three (3) one-year options to renew. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.
- C. United Rental (North America) Inc., hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall provide heavy duty miscellaneous truck and equipment rentals. Rental equipment needs are described in the Pricing Table.
- D. The contractor will deliver and pick-up all equipment rentals at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.
- E. The services shall be provided as requested by District management.
- F. The Contractor shall ensure that any staff assigned to this project does not work outside normal business hours, or incur overtime to complete the tasks outlined in this Agreement.
- G. Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA)
- H. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	United Rentals (North America) Inc
Name: Lewis Hughes	Name: Nathan Getz
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 100 First Stamford Place #700 Stamford CT, 06902
Phone: 858-308-2215	Phone: 877-874-4468
e-mail: lhughes@sdfair.com	e-mail: ngetz@ur.com

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

2. WORK TO BE PERFORMED:

- A. Tasks and Deliverables

EXHIBIT A SCOPE OF WORK

a. Equipment Rental

1. Contractor shall provide all rental equipment in good working condition.. Equipment shall be less than five (5) years old and include all safety features. District shall not pay for down time due to defective equipment. It is expected that the Contractor will provide prompt repair or replacement (within 24 hours) of any faulty equipment. All delivered equipment is subject to the acceptance of District Facilities management.
2. Contractor shall deliver rental equipment within twenty-four (24) hours of District request, and in the case of emergency, within two (2) hours, to the best of Contractor's ability. "Delivery" includes; off-loading, assembling and positioning equipment.
3. The District is not financially liable for normal wear, tear, and cleaning of rental equipment/machinery.
4. Contractor shall remove equipment as requested by District. Any equipment remaining more than three (3) days after requested removal date shall be subject to a storage fee (credit on invoice) or to be negotiated on a case-by-case basis. "Removal" includes; disassembling, loading and transporting.
5. The Del Mar Fairgrounds is located within environmentally sensitive wetlands. Therefore, any equipment/machinery that is leaking fluid (battery, coolant, diesel, gas, hydraulic, motor oil, power steering, transmission etc.) will immediately be either repaired or removed from District property by Contractor.
6. Contractor agrees that any additional or substituted equipment not listed shall be billed at rates equal to or similar to the rates on the pricing table. District shall not pay for excessive price increases/mark-ups for equipment not listed in the pricing table.
7. Contractor shall provide a written quote for approval by the Facilities Director, **prior** to the initiation of any equipment substitution or additional services.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the District agrees to compensate the Contractor in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Contractor shall provide invoices with the rates as identified in the pricing table of the IFB. Such rates shall be based upon a per day equivalent to 24-hours, a per week equivalent to seven (7) consecutive days, and a per month equivalent to thirty (30) consecutive days.
- C. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

22nd District Agricultural Association
Del Mar Fairgrounds
Attn: Accounts Payable
2260 Jimmy Durant Blvd.
Del Mar, CA 92014

Alternatively, invoices can be submitted electronically to accountspayable@sdfair.com.

- C. The invoice shall contain the following information:
 - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
 - 4. The date of the invoice;
 - 5. The number of the Agreement upon which the claim is based; and
 - 6. An itemized account of the services for which the District is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) The method of computing the amount due.
 - d) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and

2. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

FIXED RATES CONTRACT YEAR ONE

May 1, 2023 to August 31, 2024

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
1	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	6	Day	\$609.03	\$3,654.18
2	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	8	Week	\$1,480.45	\$11,843.60
3	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	2	Month	\$3,813.17	\$7,626.34
4	Dump Truck – Ford F750 (Non-CDL) with 5-yard capacity	8	Day	\$307.39	\$2,459.12
5	Dump Truck – Ford F750 (Non-CDL) with 5-yard capacity	3	Week	\$804.38	\$2,413.14
6	Dump Truck – Ford F550 (Non-CDL) with 4-yard capacity	1	Month	\$1,922.86	\$1,922.86
7	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	3	Day	\$352.40	\$1,057.20
8	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	5	Week	\$1,093.58	\$5,467.90
9	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	14	Month	\$2,401.66	\$33,623.24
10	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	5	Day	\$228.87	\$1,144.35
11	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	3	Week	\$572.64	\$1,717.92
12	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	2	Month	\$1,445.02	\$2,890.04
13	Flatbed/Stake Truck – Ford F750, with minimum 22-foot bed length and hydraulic lift gate	1	Day	\$300.69	\$300.69
14	Bulldozer – John Deere 450J or CAT D4, with slope board	1	Week	\$1,508.02	\$1,508.02
15	Motor/Road Grader – Caterpillar 14H (14-foot Moldboard/Blade)	8	Week	\$3,874.03	\$30,992.24
16	Roller – BOMAG D-50, with 84-inch wide, single drum, smooth roller	2	Day	\$458.69	\$917.38
17	Wheel Loader – John Deere 644K, 4-yard minimum buck capacity	2	Day	\$1,150.10	\$2,300.20
18	Wheel Loader – John Deere 644K, 5-yard minimum buck capacity	4	Day	\$1,412.92	\$5,651.68
19	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	1	Day	\$415.22	\$415.22
20	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	4	Week	\$1,012.49	\$4,049.96

**EXHIBIT B, ATTACHMENT I
PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
21	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	9	Month	\$2,932.41	\$26,391.69
22	Hydraulic Breaker attachment for Tractor Loader	1	Day	\$400.00	\$400.00
23	Backhoe attachment for Tractor Loader	1	Day	\$400.00	\$400.00
24	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	3	Day	\$271.96	\$815.88
25	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	1	Week	\$727.78	\$727.78
26	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	1	Month	\$1,692.81	\$1,692.81
27	Skid Steer Loader – Bobcat S70, with smooth bucket	5	Day	\$182.48	\$912.40
28	Skid Steer Loader – Bobcat S70, with smooth bucket	5	Week	\$552.18	\$2,760.90
29	Skid Steer Loader – Bobcat S70, with smooth bucket	4	Month	\$1,243.59	\$4,974.36
30	Skid Steer Loader – Bobcat S530, with smooth bucket	2	Day	\$193.98	\$387.96
31	Skid Steer Loader – Bobcat S530, with smooth bucket	1	Week	\$564.66	\$564.66
32	Skid Steer Loader – Bobcat S530, with smooth bucket	1	Month	\$1,249.35	\$1,249.35
33	Skid Steer Loader – Bobcat S570, with smooth bucket	1	Week	\$902.68	\$902.68
34	Skid Steer Loader – Bobcat S570, with smooth bucket	3	Month	\$1,951.33	\$5,853.99
35	Skid Steer Loader – Bobcat S630, with smooth bucket	2	Week	\$1,056.33	\$2,112.66
36	Skid Steer Loader – Bobcat S630, with smooth bucket	1	Month	\$2,304.72	\$2,304.72
37	Compact Track Loader – Bobcat T590, with 68-inch low profile bucket	5	Day	\$293.85	\$1,469.25
38	Compact Track Loader – Bobcat T590, with 68-inch low profile bucket	3	Month	\$1,951.33	\$5,853.99
39	Compact Track Loader – Bobcat T650, with 68-inch low profile bucket	1	Day	\$303.45	\$303.45
40	Compact Track Loader – Bobcat T650, with 68-inch low profile bucket	2	Month	\$2,055.04	\$4,110.08
41	Trencher (Ride-on) – Ditch Witch RT45 with H313 Trencher	2	Day	\$318.99	\$637.98
42	Trencher (Ride-on) – Ditch Witch RT45 with H313 Trencher	1	Week	\$892.22	\$892.22

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
43	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	5	Day	\$181.77	\$908.85
44	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	10	Week	\$514.70	\$5,147.00
45	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	4	Week	\$514.70	\$2,058.80
46	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	1	Month	\$1,092.56	\$1,092.56
47	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	4	Day	\$181.77	\$727.08
48	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	20	Month	\$1,092.56	\$21,851.20
49	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	6	Day	\$247.79	\$1,486.74
50	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	1	Week	\$723.27	\$723.27
51	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	3	Month	\$1,516.54	\$4,549.62
52	Forklift (Warehouse), with 15,000-pound lift capacity and pneumatic tires	1	Week	\$1,187.83	\$1,187.83
53	Forklift (Warehouse), with 15,000-pound lift capacity and pneumatic tires	1	Month	\$2,666.32	\$2,666.32
54	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	5	Day	\$302.42	\$1,512.10
55	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	11	Week	\$757.03	\$8,327.33
56	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	6	Month	\$1,892.07	\$11,352.42
57	Telescopic Handler Pettibone) – Sky Trak 6042, with 6,000-pound lift capacity 40-foot lift height and 27 foot reach	2	Day	\$362.18	\$724.36
58	Telescopic Handler Pettibone) – Sky Trak 6042, with 6,500-pound lift capacity 40-foot lift height and 40 foot reach	2	Week	\$1,022.63	\$2,045.26
59	*Boomlift Telescopic Mast – JLG 1200 SJP, with all wheel drive, minimum 120- foot platform height and 75-foot reach	3	Week	\$3,384.25	\$10,152.75

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
60	*Boomlift Telescopic Mast – JLG 1200 SJP, with all wheel drive, minimum 120- foot platform height and 75-foot reach	1	Month	\$7,422.03	\$7,422.03
61	*Boomlift Telescopic Mast – JLG 860 SJ, with all wheel drive, minimum 85- foot platform height and 75-foot reach	2	Month	\$3,855.60	\$7,711.20
62	*Boomlift Telescopic Mast – JLG 660 SJ, with all wheel drive, minimum 65- foot platform height and 55-foot reach	2	Week	\$1,735.98	\$3,471.96
63	*Articulated Boomlift – JLG 450 AJ, with all wheel drive, minimum 45-foot platform height, 25-foot horizontal outreach and 24-foot up and over height	1	Week	\$765.33	\$765.33
64	*Articulated Boomlift – Genie Z-60/34, with all wheel drive, minimum 60-foot platform height, 35-foot horizontal outreach and 25-foot up and over height	2	Week	\$982.22	\$1,964.44
65	*Articulated Boomlift – JLG 800 AJ, with all wheel drive, minimum 80-foot platform height, 50-foot horizontal outreach and 30-foot up and over height	3	Week	\$1,735.98	\$5,207.94
66	*Scissor Lift (Rough Terrain) – JLG 430 LRT, with minimum 40-foot platform height and 70-inch by 150-inch platform	1	Day	\$292.05	\$292.05
67	*Scissor Lift (Rough Terrain) – JLG 430 LRT, with minimum 40-foot platform height and 70-inch by 150-inch platform	2	Week	\$664.40	\$1,328.80
68	*Scissor Lift (Rough Terrain) – Skyjack, SJ 6832RT, with minimum 32-foot raised platform, 56-inch by 96-inch platform and NO propane tanks	3	Month	\$1,254.44	\$3,763.32
69	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	3	Day	\$135.00	\$405.00
70	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	1	Week	\$247.50	\$247.50
71	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	6	Month	\$435.53	\$2,613.18
72	Pallet Jack, with 5,000 capacity	1	Day	\$50.00	\$50.00
73	Pallet Jack, with 5,000 capacity	4	Week	\$150.00	\$600.00
74	Pallet Jack, with 5,000 capacity	3	Month	\$350.00	\$1,050.00
75	Light Tower – Magnum MLT3060	55	Week	\$235.00	\$12,925.00
76	Light Tower – Magnum MLT3060	10	Month	\$575.00	\$5,750.00
77	Light Tower – Magnum MLT060 – FAIR. (Requires set-up at specific location, see Map in the Attachments Section) (See notes column for quantity breakdown)	170	7 weeks	\$575.00	\$97,750.00

**EXHIBIT B, ATTACHMENT I
PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
78	Optional Solar light towers and balloons - FAIR. See notes column for quantity breakdown. If unable to provide solar lights, enter 0 in the rental rate field.	170	7 weeks	\$1,113.11	\$189,228.70
79	1200 AMP Studio Grade Generator Trailer, with a maximum Sound Attenuation of 50 decibel at 50-feet	1	Week	\$350.00	\$350.00
80	1200 AMP Studio Grade Generator Trailer, with a maximum Sound Attenuation of 50 decibel at 50-feet	1	Month	\$1,200.00	\$1,200.00
81	100-Kilowatt Generator Trailer, with a maximum Sound Attenuation of 66 decibels at 23-feet	1	Month	\$2,500.00	\$2,500.00
82	50 Amp Spider Box, with one (1) 30-amp 250V receptacle and six (6) 125 volt GFCI receptacles	5	Month	\$325.00	\$1,625.00
83	50 Amp Sider Box Cable -50 feet in length	10	Month	\$325.00	\$3,250.00
84	Aerator (Walk behind) – Classen CA-18 with 17-inch-wide aerating width	2	Week	\$325.00	\$650.00
85	Concrete Vibrator – Handheld, with 3 horsepower and 110 volt plugin connector	4	Day	\$35.00	\$140.00
86	Concrete Vibrator – Hand held, with 3 horsepower and 110 volt plugin connector	1	Week	\$95.00	\$95.00
87	Rammer Compactor (150-pound minimum force) with gas engine	4	Day	\$105.00	\$420.00
88	Plate Compactor (250-pound minimum force) with gas engine	6	Month	\$700.00	\$4,200.00
89	Pressure Washer (3,000 PSI) with gas engine	2	Month	\$725.00	\$1,450.00
90	Pressure Washer (4,000 PSI) with gas engine	2	Day	\$125.00	\$250.00
91	Pressure Washer (4,000 PSI) with gas engine	1	Week	\$350.00	\$350.00
92	Pressure Washer (4,000 PSI) with gas engine	1	Month	\$750.00	\$750.00
93	Scrubber – Tennant T-20 – Propane, with 54-inch cleaning path	2	Week	\$1,200.00	\$2,400.00
94	Scrubber – Tennant T-20 – Propane, with 54-inch cleaning path	1	Month	\$2,950.00	\$2,950.00
95	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	6	Week	\$1,200.00	\$7,200.00
96	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	2	Month	\$2,950.00	\$5,900.00
97	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	1	Year	\$35,400.00	\$35,400.00
	Total				\$677,814.03

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

FIXED RATES CONTRACT YEAR TWO

September 1, 2024 to August 31, 2025

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
98	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	6	Day	\$651.66	\$3,909.96
99	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	8	Week	\$1,584.08	\$12,672.64
100	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	2	Month	\$4,080.09	\$8,160.18
101	Dump Truck – Ford F750 (Non-CDL) with 5-yard capacity	8	Day	\$328.91	\$2,631.28
102	Dump Truck – Ford F750 (Non-CDL) with 5-yard capacity	3	Week	\$860.69	\$2,582.07
103	Dump Truck – Ford F550 (Non-CDL) with 4-yard capacity	1	Month	\$2,057.46	\$2,057.46
104	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	3	Day	\$377.07	\$1,131.21
105	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	5	Week	\$1,170.13	\$5,850.65
106	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	14	Month	\$2,569.78	\$35,976.92
107	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	5	Day	\$244.89	\$1,224.45
108	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	3	Week	\$612.72	\$1,838.16
109	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	2	Month	\$1,546.17	\$3,092.34
110	Flatbed/Stake Truck – Ford F750, with minimum 22-foot bed length and hydraulic lift gate	1	Day	\$321.74	\$321.74
111	Bulldozer – John Deere 450J or CAT D4, with slope board	1	Week	\$1,613.58	\$1,613.58
112	Motor/Road Grader – Caterpillar 14H (14-foot Moldboard/Blade)	8	Week	\$4,521.21	\$36,169.68
113	Roller – BOMAG D-50, with 84-inch wide, single drum, smooth roller	2	Day	\$490.80	\$981.60
114	Wheel Loader – John Deere 644K, 4-yard minimum buck capacity	2	Day	\$1,230.61	\$2,461.22
115	Wheel Loader – John Deere 644K, 5-yard minimum buck capacity	4	Day	\$1,511.82	\$6,047.28
116	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	1	Day	\$444.29	\$444.29
117	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	4	Week	\$1,083.36	\$4,333.44

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
118	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	9	Month	\$3,137.68	\$28,239.12
119	Hydraulic Breaker attachment for Tractor Loader	1	Day	\$428.00	\$428.00
120	Backhoe attachment for Tractor Loader	1	Day	\$428.00	\$428.00
121	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	3	Day	\$291.00	\$873.00
122	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	1	Week	\$778.72	\$778.72
123	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	1	Month	\$1,811.31	\$1,811.31
124	Skid Steer Loader – Bobcat S70, with smooth bucket	5	Day	\$195.25	\$976.25
125	Skid Steer Loader – Bobcat S70, with smooth bucket	5	Week	\$590.83	\$2,954.15
126	Skid Steer Loader – Bobcat S70, with smooth bucket	4	Month	\$1,330.64	\$5,322.56
127	Skid Steer Loader – Bobcat S530, with smooth bucket	2	Day	\$207.56	\$415.12
128	Skid Steer Loader – Bobcat S530, with smooth bucket	1	Week	\$604.19	\$604.19
129	Skid Steer Loader – Bobcat S530, with smooth bucket	1	Month	\$1,336.80	\$1,336.80
130	Skid Steer Loader – Bobcat S570, with smooth bucket	1	Week	\$965.87	\$965.87
131	Skid Steer Loader – Bobcat S570, with smooth bucket	3	Month	\$2,087.92	\$6,263.76
132	Skid Steer Loader – Bobcat S630, with smooth bucket	2	Week	\$1,130.27	\$2,260.54
133	Skid Steer Loader – Bobcat S630, with smooth bucket	1	Month	\$2,466.05	\$2,466.05
134	Compact Track Loader – Bobcat T590, with 68-inch low profile bucket	5	Day	\$314.42	\$1,572.10
135	Compact Track Loader – Bobcat T590, with 68-inch low profile bucket	3	Month	\$2,087.92	\$6,263.76
136	Compact Track Loader – Bobcat T650, with 68-inch low profile bucket	1	Day	\$324.69	\$324.69
137	Compact Track Loader – Bobcat T650, with 68-inch low profile bucket	2	Month	\$2,198.89	\$4,397.78
138	Trencher (Ride-on) – Ditch Witch RT45 with H313 Trencher	2	Day	\$341.32	\$682.64
139	Trencher (Ride-on) – Ditch Witch RT45 with H313 Trencher	1	Week	\$954.68	\$954.68

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
140	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	5	Day	\$194.49	\$972.45
141	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	10	Week	\$550.73	\$5,507.30
142	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	4	Week	\$550.73	\$2,202.92
143	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	1	Month	\$1,169.04	\$1,169.04
144	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	4	Day	\$194.49	\$777.96
145	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	20	Month	\$1,169.04	\$23,380.80
146	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	6	Day	\$265.14	\$1,590.84
147	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	1	Week	\$773.90	\$773.90
148	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	3	Month	\$1,622.70	\$4,868.10
149	Forklift (Warehouse), with 15,000-pound lift capacity and pneumatic tires	1	Week	\$1,270.98	\$1,270.98
150	Forklift (Warehouse), with 15,000-pound lift capacity and pneumatic tires	1	Month	\$2,852.96	\$2,852.96
151	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	5	Day	\$323.59	\$1,617.95
152	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	11	Week	\$810.02	\$8,910.22
153	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	6	Month	\$2,024.51	\$12,147.06
154	Telescopic Handler Pettibone) – Sky Trak 6042, with 6,000-pound lift capacity 40-foot lift height and 27 foot reach	2	Day	\$387.53	\$775.06
155	Telescopic Handler Pettibone) – Sky Trak 6042, with 6,500-pound lift capacity 40-foot lift height and 40 foot reach	2	Week	\$1,094.21	\$2,188.42
156	*Boomlift Telescopic Mast – JLG 1200 SJP, with all wheel drive, minimum 120- foot platform height and 75-foot reach	3	Week	\$3,621.15	\$10,863.45

**EXHIBIT B, ATTACHMENT I
PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
157	*Boomlift Telescopic Mast – JLG 1200 SJP, with all wheel drive, minimum 120- foot platform height and 75-foot reach	1	Month	\$7,941.57	\$7,941.57
158	*Boomlift Telescopic Mast – JLG 860 SJ, with all wheel drive, minimum 85- foot platform height and 75-foot reach	2	Month	\$4,125.49	\$8,250.98
159	*Boomlift Telescopic Mast – JLG 660 SJ, with all wheel drive, minimum 65- foot platform height and 55-foot reach	2	Week	\$1,857.50	\$3,715.00
160	*Articulated Boomlift – JLG 450 AJ, with all wheel drive, minimum 45-foot platform height, 25-foot horizontal outreach and 24-foot up and over height	1	Week	\$818.90	\$818.90
161	*Articulated Boomlift – Genie Z-60/34, with all wheel drive, minimum 60-foot platform height, 35-foot horizontal outreach and 25-foot up and over height	2	Week	\$1,050.98	\$2,101.96
162	*Articulated Boomlift – JLG 800 AJ, with all wheel drive, minimum 80-foot platform height, 50-foot horizontal outreach and 30-foot up and over height	3	Week	\$1,857.50	\$5,572.50
163	*Scissor Lift (Rough Terrain) – JLG 430 LRT, with minimum 40-foot platform height and 70-inch by 150-inch platform	1	Day	\$312.49	\$312.49
164	*Scissor Lift (Rough Terrain) – JLG 430 LRT, with minimum 40-foot platform height and 70-inch by 150-inch platform	2	Week	\$710.91	\$1,421.82
165	*Scissor Lift (Rough Terrain) – Skyjack, SJ 6832RT, with minimum 32-foot raised platform, 56-inch by 96-inch platform and NO propane tanks	3	Month	\$1,342.25	\$4,026.75
166	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	3	Day	\$144.45	\$433.35
167	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	1	Week	\$264.83	\$264.83
168	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	6	Month	\$466.02	\$2,796.12
169	Pallet Jack, with 5,000 capacity	1	Day	\$53.50	\$53.50
170	Pallet Jack, with 5,000 capacity	4	Week	\$1,605.00	\$6,420.00
171	Pallet Jack, with 5,000 capacity	3	Month	\$374.50	\$1,123.50
172	Light Tower – Magnum MLT3060	55	Week	\$251.45	\$13,829.75
173	Light Tower – Magnum MLT3060	10	Month	\$615.25	\$6,152.50
174	Light Tower – Magnum MLT060 – FAIR. (Requires set-up at specific location, see Map in the Attachments Section)	85	7 weeks	\$615.25	\$52,296.25
175	Optional Solar light towers and balloons - FAIR. If unable to provide solar lights, enter 0 in the rental rate field.	85	7 weeks	\$1,191.03	\$101,237.55

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
176	1200 AMP Studio Grade Generator Trailer, with a maximum Sound Attenuation of 50 decibel at 50-feet	1	Week	\$374.50	\$374.50
177	1200 AMP Studio Grade Generator Trailer, with a maximum Sound Attenuation of 50 decibel at 50-feet	1	Month	\$1,284.00	\$1,284.00
178	100-Kilowatt Generator Trailer, with a maximum Sound Attenuation of 66 decibels at 23-feet	1	Month	\$2,675.00	\$2,675.00
179	50 Amp Spider Box, with one (1) 30-amp 250V receptacle and six (6) 125 volt GFCI receptacles	5	Month	\$347.75	\$1,738.75
180	50 Amp Sider Box Cable -50 feet in length	10	Month	\$347.75	\$3,477.50
181	Aerator (Walk behind) – Classen CA-18 with 17-inch-wide aerating width	2	Week	\$347.75	\$695.50
182	Concrete Vibrator – Handheld, with 3 horsepower and 110 volt plugin connector	4	Day	\$37.45	\$149.80
183	Concrete Vibrator – Hand held, with 3 horsepower and 110 volt plugin connector	1	Week	\$101.65	\$101.65
184	Rammer Compactor (150-pound minimum force) with gas engine	4	Day	\$112.35	\$449.40
185	Plate Compactor (250-pound minimum force) with gas engine	6	Month	\$749.00	\$4,494.00
186	Pressure Washer (3,000 PSI) with gas engine	2	Month	\$775.75	\$1,551.50
187	Pressure Washer (4,000 PSI) with gas engine	2	Day	\$133.75	\$267.50
188	Pressure Washer (4,000 PSI) with gas engine	1	Week	\$374.50	\$374.50
189	Pressure Washer (4,000 PSI) with gas engine	1	Month	\$802.50	\$802.50
190	Scrubber – Tennant T-20 – Propane, with 54-inch cleaning path	2	Week	\$1,284.00	\$2,568.00
191	Scrubber – Tennant T-20 – Propane, with 54-inch cleaning path	1	Month	\$3,156.50	\$3,156.50
192	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	6	Week	\$1,284.00	\$7,704.00
193	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	2	Month	\$3,156.50	\$6,313.00
194	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	1	Year	\$37,878.00	\$37,878.00
	Total				\$580,513.57

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

FIXED RATES OPTION YEAR ONE

September 1, 2025 to August 31, 2026

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
195	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	6	Day	\$609.03	\$3,654.18
196	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	8	Week	\$1,480.45	\$11,843.60
197	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	2	Month	\$3,813.17	\$7,626.34
198	Dump Truck – Ford F750 (Non-CDL) with 5-yard capacity	8	Day	\$307.39	\$2,459.12
199	Dump Truck – Ford F750 (Non-CDL) with 5-yard capacity	3	Week	\$804.38	\$2,413.14
200	Dump Truck – Ford F550 (Non-CDL) with 4-yard capacity	1	Month	\$1,922.86	\$1,922.86
201	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	3	Day	\$352.40	\$1,057.20
202	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	5	Week	\$1,093.58	\$5,467.90
203	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	14	Month	\$2,401.66	\$33,623.24
204	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	5	Day	\$228.87	\$1,144.35
205	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	3	Week	\$572.64	\$1,717.92
206	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	2	Month	\$1,445.02	\$2,890.04
207	Flatbed/Stake Truck – Ford F750, with minimum 22-foot bed length and hydraulic lift gate	1	Day	\$300.69	\$300.69
208	Bulldozer – John Deere 450J or CAT D4, with slope board	1	Week	\$1,508.02	\$1,508.02
209	Motor/Road Grader – Caterpillar 14H (14-foot Moldboard/Blade)	8	Week	\$3,974.03	\$31,792.24
210	Roller – BOMAG D-50, with 84-inch wide, single drum, smooth roller	2	Day	\$458.69	\$917.38
211	Wheel Loader – John Deere 644K, 4-yard minimum buck capacity	2	Day	\$1,150.10	\$2,300.20
212	Wheel Loader – John Deere 644K, 5-yard minimum buck capacity	4	Day	\$1,412.92	\$5,651.68
213	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	1	Day	\$415.22	\$415.22
214	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	4	Week	\$1,012.49	\$4,049.96

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
215	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	9	Month	\$2,932.41	\$26,391.69
216	Hydraulic Breaker attachment for Tractor Loader	1	Day	\$400.00	\$400.00
217	Backhoe attachment for Tractor Loader	1	Day	\$400.00	\$400.00
218	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	3	Day	\$271.96	\$815.88
219	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	1	Week	\$727.78	\$727.78
220	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	1	Month	\$1,692.81	\$1,692.81
221	Skid Steer Loader – Bobcat S70, with smooth bucket	5	Day	\$182.48	\$912.40
222	Skid Steer Loader – Bobcat S70, with smooth bucket	5	Week	\$552.18	\$2,760.90
223	Skid Steer Loader – Bobcat S70, with smooth bucket	4	Month	\$1,243.59	\$4,974.36
224	Skid Steer Loader – Bobcat S530, with smooth bucket	2	Day	\$193.98	\$387.96
225	Skid Steer Loader – Bobcat S530, with smooth bucket	1	Week	\$564.66	\$564.66
226	Skid Steer Loader – Bobcat S530, with smooth bucket	1	Month	\$1,249.35	\$1,249.35
227	Skid Steer Loader – Bobcat S570, with smooth bucket	1	Week	\$902.68	\$902.68
228	Skid Steer Loader – Bobcat S570, with smooth bucket	3	Month	\$1,951.33	\$5,853.99
229	Skid Steer Loader – Bobcat S630, with smooth bucket	2	Week	\$1,056.33	\$2,112.66
230	Skid Steer Loader – Bobcat S630, with smooth bucket	1	Month	\$2,304.72	\$2,304.72
231	Compact Track Loader – Bobcat T590, with 68-inch low profile bucket	5	Day	\$293.85	\$1,469.25
232	Compact Track Loader – Bobcat T590, with 68-inch low profile bucket	3	Month	\$1,951.33	\$5,853.99
233	Compact Track Loader – Bobcat T650, with 68-inch low profile bucket	1	Day	\$303.45	\$303.45
234	Compact Track Loader – Bobcat T650, with 68-inch low profile bucket	2	Month	\$2,055.04	\$4,110.08
235	Trencher (Ride-on) – Ditch Witch RT45 with H313 Trencher	2	Day	\$318.99	\$637.98
236	Trencher (Ride-on) – Ditch Witch RT45 with H313 Trencher	1	Week	\$892.22	\$892.22

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
237	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	5	Day	\$181.77	\$908.85
238	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	10	Week	\$514.70	\$5,147.00
239	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	4	Week	\$514.70	\$2,058.80
240	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	1	Month	\$1,092.56	\$1,092.56
241	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	4	Day	\$181.77	\$727.08
242	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	20	Month	\$1,092.56	\$21,851.20
243	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	6	Day	\$247.79	\$1,486.74
244	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	1	Week	\$723.27	\$723.27
245	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	3	Month	\$1,516.54	\$4,549.62
246	Forklift (Warehouse), with 15,000-pound lift capacity and pneumatic tires	1	Week	\$1,187.83	\$1,187.83
247	Forklift (Warehouse), with 15,000-pound lift capacity and pneumatic tires	1	Month	\$2,666.32	\$2,666.32
248	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	5	Day	\$302.42	\$1,512.10
249	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	11	Week	\$757.03	\$8,327.33
250	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	6	Month	\$1,892.07	\$11,352.42
251	Telescopic Handler Pettibone) – Sky Trak 6042, with 6,000-pound lift capacity 40-foot lift height and 27 foot reach	2	Day	\$362.18	\$724.36
252	Telescopic Handler Pettibone) – Sky Trak 6042, with 6,500-pound lift capacity 40-foot lift height and 40 foot reach	2	Week	\$1,022.63	\$2,045.26
253	*Boomlift Telescopic Mast – JLG 1200 SJP, with all wheel drive, minimum 120- foot platform height and 75-foot reach	3	Week	\$3,384.25	\$10,152.75

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
254	*Boomlift Telescopic Mast – JLG 1200 SJP, with all wheel drive, minimum 120- foot platform height and 75-foot reach	1	Month	\$7,422.03	\$7,422.03
255	*Boomlift Telescopic Mast – JLG 860 SJ, with all wheel drive, minimum 85- foot platform height and 75-foot reach	2	Month	\$3,855.60	\$7,711.20
256	*Boomlift Telescopic Mast – JLG 660 SJ, with all wheel drive, minimum 65- foot platform height and 55-foot reach	2	Week	\$1,735.98	\$3,471.96
257	*Articulated Boomlift – JLG 450 AJ, with all wheel drive, minimum 45-foot platform height, 25-foot horizontal outreach and 24-foot up and over height	1	Week	\$765.33	\$765.33
258	*Articulated Boomlift – Genie Z-60/34, with all wheel drive, minimum 60-foot platform height, 35-foot horizontal outreach and 25-foot up and over height	2	Week	\$982.22	\$1,964.44
259	*Articulated Boomlift – JLG 800 AJ, with all wheel drive, minimum 80-foot platform height, 50-foot horizontal outreach and 30-foot up and over height	3	Week	\$1,735.98	\$5,207.94
260	*Scissor Lift (Rough Terrain) – JLG 430 LRT, with minimum 40-foot platform height and 70-inch by 150-inch platform	1	Day	\$292.05	\$292.05
261	*Scissor Lift (Rough Terrain) – JLG 430 LRT, with minimum 40-foot platform height and 70-inch by 150-inch platform	2	Week	\$664.40	\$1,328.80
262	*Scissor Lift (Rough Terrain) – Skyjack, SJ 6832RT, with minimum 32-foot raised platform, 56-inch by 96-inch platform and NO propane tanks	3	Month	\$1,254.44	\$3,763.32
263	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	3	Day	\$135.00	\$405.00
264	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	1	Week	\$247.50	\$247.50
265	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	6	Month	\$435.53	\$2,613.18
266	Pallet Jack, with 5,000 capacity	1	Day	\$50.00	\$50.00
267	Pallet Jack, with 5,000 capacity	4	Week	\$150.00	\$600.00
268	Pallet Jack, with 5,000 capacity	3	Month	\$350.00	\$1,050.00
269	Light Tower – Magnum MLT3060	55	Week	\$235.00	\$12,925.00
270	Light Tower – Magnum MLT3060	10	Month	\$575.00	\$5,750.00
271	Light Tower – Magnum MLT060 – FAIR. (Requires set-up at specific location, see Map in the Attachments Section)	85	7 weeks	\$575.00	\$48,875.00
272	Optional Solar light towers and balloons - FAIR. If unable to provide solar lights, enter 0 in the rental rate field.	85	7 weeks	\$1,113.11	\$94,614.35

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
273	1200 AMP Studio Grade Generator Trailer, with a maximum Sound Attenuation of 50 decibel at 50-feet	1	Week	\$350.00	\$350.00
274	1200 AMP Studio Grade Generator Trailer, with a maximum Sound Attenuation of 50 decibel at 50-feet	1	Month	\$1,200.00	\$1,200.00
275	100-Kilowatt Generator Trailer, with a maximum Sound Attenuation of 66 decibels at 23-feet	1	Month	\$2,500.00	\$2,500.00
276	50 Amp Spider Box, with one (1) 30-amp 250V receptacle and six (6) 125 volt GFCI receptacles	5	Month	\$325.00	\$1,625.00
277	50 Amp Sider Box Cable -50 feet in length	10	Month	\$325.00	\$3,250.00
278	Aerator (Walk behind) – Classen CA-18 with 17-inch-wide aerating width	2	Week	\$325.00	\$650.00
279	Concrete Vibrator – Handheld, with 3 horsepower and 110 volt plugin connector	4	Day	\$35.00	\$140.00
280	Concrete Vibrator – Hand held, with 3 horsepower and 110 volt plugin connector	1	Week	\$95.00	\$95.00
281	Rammer Compactor (150-pound minimum force) with gas engine	4	Day	\$105.00	\$420.00
282	Plate Compactor (250-pound minimum force) with gas engine	6	Month	\$700.00	\$4,200.00
283	Pressure Washer (3,000 PSI) with gas engine	2	Month	\$725.00	\$1,450.00
284	Pressure Washer (4,000 PSI) with gas engine	2	Day	\$125.00	\$250.00
285	Pressure Washer (4,000 PSI) with gas engine	1	Week	\$350.00	\$350.00
286	Pressure Washer (4,000 PSI) with gas engine	1	Month	\$750.00	\$750.00
287	Scrubber – Tennant T-20 – Propane, with 54-inch cleaning path	2	Week	\$1,200.00	\$2,400.00
288	Scrubber – Tennant T-20 – Propane, with 54-inch cleaning path	1	Month	\$2,950.00	\$2,950.00
289	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	6	Week	\$1,200.00	\$7,200.00
290	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	2	Month	\$2,950.00	\$5,900.00
291	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	1	Year	\$35,400.00	\$35,400.00
	Total				\$535,124.68

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

FIXED RATES CONTRACT OPTION YEAR TWO AND OPTION YEAR THREE

September 1, 2026 to August 31, 2028

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
292	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	6	Day	\$651.66	\$3,909.96
293	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	8	Week	\$1,584.08	\$12,672.64
294	Dump Truck – Freightliner (MODEL M2- 106), with 10-yard capacity	2	Month	\$4,080.09	\$8,160.18
295	Dump Truck – Ford F750 (Non-CDL) with 5-yard capacity	8	Day	\$328.91	\$2,631.28
296	Dump Truck – Ford F750 (Non-CDL) with 5-yard capacity	3	Week	\$860.69	\$2,582.07
297	Dump Truck – Ford F550 (Non-CDL) with 4-yard capacity	1	Month	\$2,057.46	\$2,057.46
298	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	3	Day	\$377.07	\$1,131.21
299	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	5	Week	\$1,170.13	\$5,850.65
300	Truck Water – Ford F750 (Non-CDL), with 1,800-gallon capacity	14	Month	\$2,569.78	\$35,976.92
301	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	5	Day	\$244.89	\$1,224.45
302	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	3	Week	\$612.72	\$1,838.16
303	Flatbed/Stake Truck – Ford F450, with minimum 12-foot bed length and hydraulic lift gate	2	Month	\$1,546.17	\$3,092.34
304	Flatbed/Stake Truck – Ford F750, with minimum 22-foot bed length and hydraulic lift gate	1	Day	\$321.74	\$321.74
305	Bulldozer – John Deere 450J or CAT D4, with slope board	1	Week	\$1,613.58	\$1,613.58
306	Motor/Road Grader – Caterpillar 14H (14-foot Moldboard/Blade)	8	Week	\$4,252.21	\$34,017.68
307	Roller – BOMAG D-50, with 84-inch wide, single drum, smooth roller	2	Day	\$490.80	\$981.60
308	Wheel Loader – John Deere 644K, 4-yard minimum buck capacity	2	Day	\$1,230.61	\$2,461.22
309	Wheel Loader – John Deere 644K, 5-yard minimum buck capacity	4	Day	\$1,511.82	\$6,047.28
310	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	1	Day	\$444.29	\$444.29
311	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	4	Week	\$1,083.36	\$4,333.44

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
312	Tractor Loader – John Deere 210 KEP, with all-wheel drive and box blade	9	Month	\$3,137.68	\$28,239.12
313	Hydraulic Breaker attachment for Tractor Loader	1	Day	\$428.00	\$428.00
314	Backhoe attachment for Tractor Loader	1	Day	\$428.00	\$428.00
315	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	3	Day	\$291.00	\$873.00
316	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	1	Week	\$778.72	\$778.72
317	Mini Excavator – Bobcat E35, with ROPS, 10-foot depth, bucket reach of 17-feet minimum arm force of 4,000- pounds and minimum bucket force of 6,500-pounds	1	Month	\$1,811.31	\$1,811.31
318	Skid Steer Loader – Bobcat S70, with smooth bucket	5	Day	\$195.25	\$976.25
319	Skid Steer Loader – Bobcat S70, with smooth bucket	5	Week	\$590.83	\$2,954.15
320	Skid Steer Loader – Bobcat S70, with smooth bucket	4	Month	\$1,330.64	\$5,322.56
321	Skid Steer Loader – Bobcat S530, with smooth bucket	2	Day	\$207.56	\$415.12
322	Skid Steer Loader – Bobcat S530, with smooth bucket	1	Week	\$604.19	\$604.19
323	Skid Steer Loader – Bobcat S530, with smooth bucket	1	Month	\$1,336.80	\$1,336.80
324	Skid Steer Loader – Bobcat S570, with smooth bucket	1	Week	\$965.87	\$965.87
325	Skid Steer Loader – Bobcat S570, with smooth bucket	3	Month	\$2,087.92	\$6,263.76
326	Skid Steer Loader – Bobcat S630, with smooth bucket	2	Week	\$1,130.27	\$2,260.54
327	Skid Steer Loader – Bobcat S630, with smooth bucket	1	Month	\$2,466.05	\$2,466.05
328	Compact Track Loader – Bobcat T590, with 68-inch low profile bucket	5	Day	\$314.42	\$1,572.10
329	Compact Track Loader – Bobcat T590, with 68-inch low profile bucket	3	Month	\$2,087.92	\$6,263.76
330	Compact Track Loader – Bobcat T650, with 68-inch low profile bucket	1	Day	\$324.69	\$324.69
331	Compact Track Loader – Bobcat T650, with 68-inch low profile bucket	2	Month	\$2,198.89	\$4,397.78
332	Trencher (Ride-on) – Ditch Witch RT45 with H313 Trencher	2	Day	\$341.32	\$682.64
333	Trencher (Ride-on) – Ditch Witch RT45 with H313 Trencher	1	Week	\$954.68	\$954.68

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
334	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	5	Day	\$194.49	\$972.45
335	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	10	Week	\$550.73	\$5,507.30
336	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	4	Week	\$550.73	\$2,202.92
337	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	1	Month	\$1,169.04	\$1,169.04
338	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires gas engine and propane tanks	4	Day	\$194.49	\$777.96
339	Forklift – Toyota 8FGU25 (5,000-pound lift capacity), with pneumatic tires	20	Month	\$1,169.04	\$23,380.80
340	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	6	Day	\$265.14	\$1,590.84
341	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	1	Week	\$773.90	\$773.90
342	Forklift – Toyota 7FDU35 (8,000-pound lift capacity), with pneumatic tires	3	Month	\$1,622.70	\$4,868.10
343	Forklift (Warehouse), with 15,000-pound lift capacity and pneumatic tires	1	Week	\$1,270.98	\$1,270.98
344	Forklift (Warehouse), with 15,000-pound lift capacity and pneumatic tires	1	Month	\$2,852.96	\$2,852.96
345	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	5	Day	\$323.59	\$1,617.95
346	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	11	Week	\$810.02	\$8,910.22
347	Forklift (Rough Terrain/Straight Mast) – JCB 930 (6,000-pound lift capacity), with all-wheel drive, front, and rear lights NO Harlo brand substitutions	6	Month	\$2,024.51	\$12,147.06
348	Telescopic Handler Pettibone) – Sky Trak 6042, with 6,000-pound lift capacity 40-foot lift height and 27 foot reach	2	Day	\$387.53	\$775.06
349	Telescopic Handler Pettibone) – Sky Trak 6042, with 6,500-pound lift capacity 40-foot lift height and 40 foot reach	2	Week	\$1,094.21	\$2,188.42
350	*Boomlift Telescopic Mast – JLG 1200 SJP, with all wheel drive, minimum 120- foot platform height and 75-foot reach	3	Week	\$3,621.15	\$10,863.45

**EXHIBIT B, ATTACHMENT I
PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
351	*Boomlift Telescopic Mast – JLG 1200 SJP, with all wheel drive, minimum 120- foot platform height and 75-foot reach	1	Month	\$7,941.57	\$7,941.57
352	*Boomlift Telescopic Mast – JLG 860 SJ, with all wheel drive, minimum 85- foot platform height and 75-foot reach	2	Month	\$4,125.49	\$8,250.98
353	*Boomlift Telescopic Mast – JLG 660 SJ, with all wheel drive, minimum 65- foot platform height and 55-foot reach	2	Week	\$1,857.50	\$3,715.00
354	*Articulated Boomlift – JLG 450 AJ, with all wheel drive, minimum 45-foot platform height, 25-foot horizontal outreach and 24-foot up and over height	1	Week	\$818.90	\$818.90
355	*Articulated Boomlift – Genie Z-60/34, with all wheel drive, minimum 60-foot platform height, 35-foot horizontal outreach and 25-foot up and over height	2	Week	\$1,050.98	\$2,101.96
356	*Articulated Boomlift – JLG 800 AJ, with all wheel drive, minimum 80-foot platform height, 50-foot horizontal outreach and 30-foot up and over height	3	Week	\$1,857.50	\$5,572.50
357	*Scissor Lift (Rough Terrain) – JLG 430 LRT, with minimum 40-foot platform height and 70-inch by 150-inch platform	1	Day	\$312.49	\$312.49
358	*Scissor Lift (Rough Terrain) – JLG 430 LRT, with minimum 40-foot platform height and 70-inch by 150-inch platform	2	Week	\$710.91	\$1,421.82
359	*Scissor Lift (Rough Terrain) – Skyjack, SJ 6832RT, with minimum 32-foot raised platform, 56-inch by 96-inch platform and NO propane tanks	3	Month	\$1,342.25	\$4,026.75
360	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	3	Day	\$144.45	\$433.35
361	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	1	Week	\$264.83	\$264.83
362	*Scissor Lift (Electric) – Skyjack SJIII 3219, with minimum 19-foot raised platform and 25-inch by 64-inch platform	6	Month	\$466.02	\$2,796.12
363	Pallet Jack, with 5,000 capacity	1	Day	\$53.50	\$53.50
364	Pallet Jack, with 5,000 capacity	4	Week	\$160.50	\$642.00
365	Pallet Jack, with 5,000 capacity	3	Month	\$374.50	\$1,123.50
366	Light Tower – Magnum MLT3060	55	Week	\$251.45	\$13,829.75
367	Light Tower – Magnum MLT3060	10	Month	\$615.25	\$6,152.50
368	Light Tower – Magnum MLT060 – FAIR. (Requires set-up at specific location, see Map in the Attachments Section)	85	7 weeks	\$615.25	\$52,296.25
369	Optional Solar light towers and balloons - FAIR. If unable to provide solar lights, enter 0 in the rental rate field.	85	7 weeks	\$1,191.03	\$101,237.55

**EXHIBIT B, ATTACHMENT I
 PRICING TABLES**

Line Item	Description	Quantity	Rental Duration	Rental Rate	Total
370	1200 AMP Studio Grade Generator Trailer, with a maximum Sound Attenuation of 50 decibel at 50-feet	1	Week	\$374.50	\$374.50
371	1200 AMP Studio Grade Generator Trailer, with a maximum Sound Attenuation of 50 decibel at 50-feet	1	Month	\$1,284.00	\$1,284.00
372	100-Kilowatt Generator Trailer, with a maximum Sound Attenuation of 66 decibels at 23-feet	1	Month	\$2,675.00	\$2,675.00
373	50 Amp Spider Box, with one (1) 30-amp 250V receptacle and six (6) 125 volt GFCI receptacles	5	Month	\$347.75	\$1,738.75
374	50 Amp Sider Box Cable -50 feet in length	10	Month	\$347.75	\$3,477.50
375	Aerator (Walk behind) – Classen CA-18 with 17-inch-wide aerating width	2	Week	\$347.75	\$695.50
376	Concrete Vibrator – Handheld, with 3 horsepower and 110 volt plugin connector	4	Day	\$37.45	\$149.80
377	Concrete Vibrator – Hand held, with 3 horsepower and 110 volt plugin connector	1	Week	\$101.65	\$101.65
378	Rammer Compactor (150-pound minimum force) with gas engine	4	Day	\$112.35	\$449.40
379	Plate Compactor (250-pound minimum force) with gas engine	6	Month	\$749.00	\$4,494.00
380	Pressure Washer (3,000 PSI) with gas engine	2	Month	\$775.75	\$1,551.50
381	Pressure Washer (4,000 PSI) with gas engine	2	Day	\$133.75	\$267.50
382	Pressure Washer (4,000 PSI) with gas engine	1	Week	\$374.50	\$374.50
383	Pressure Washer (4,000 PSI) with gas engine	1	Month	\$802.50	\$802.50
384	Scrubber – Tennant T-20 – Propane, with 54-inch cleaning path	2	Week	\$1,284.00	\$2,568.00
385	Scrubber – Tennant T-20 – Propane, with 54-inch cleaning path	1	Month	\$3,156.50	\$3,156.50
386	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	6	Week	\$1,284.00	\$7,704.00
387	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	2	Month	\$3,156.50	\$6,313.00
388	Scrubber – Tennant T-20 – Diesel, with 54-inch cleaning path	1	Year	\$37,878.00	\$37,878.00
	Total				\$572,583.57

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-1204

PURCHASING AUTHORITY NUMBER (If Applicable)

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

R.W.B Party Props, Inc.

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

July 10, 2023

3. The maximum amount of this Agreement is:

\$75,000.00

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	House Rider Grounds Entertainment	4
Exhibit C	Copyright Indemnification	1
+ - Exhibit D	30 Day Special Terms & Conditions	5
+ - Exhibit F	Workers' Compensation Exemption	1
+ - Exhibit G	Performers Waiver	1
+ - Exhibit H	Preventing Storm Water Pollution	1
+ - Exhibit I	Insurance Requirements	

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

R.W.B. Party Props, Inc.

CONTRACTOR BUSINESS ADDRESS

128 S. Cypress

CITY

Orange

STATE

CA

ZIP

92866

PRINTED NAME OF PERSON SIGNING

Ed Mendez

TITLE

Project Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-1204	PURCHASING AUTHORITY NUMBER (If Applicable) 540-100-60
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

Exhibit A
Performance Agreement

1. Performance

- a. At the direction and to the satisfaction of the Agriculture & Education Department, R.W.B Party Props, Inc. agrees to deliver, install stage props in various areas of the Fairgrounds during the 2023 San Diego County Fair which runs from June 7, 2023, through July 4, 2023, located at the 22nd District Agricultural Association/Del Mar Fairgrounds. Contractor is responsible for tear-down and removal of all props at the end of the Fair. Exact time and location shall be determined by Agriculture & Education department.
- b. Contractor will provide, decorations, new or vintage props for the “Get Out There” Theme attraction and support for other locations on grounds. Including but not limited to The Farm, CA Grown, Garden Show and entrances to the Fair.
- c. District agrees to pay Contractor a total amount not to exceed **\$75,000.00, payable upon receipt of invoices for \$60,000.00 on May 31, 2023 and \$15,000.00 on July 4, 2023.** Contractor may be subject to applicable California State *non-resident entertainer* withholding taxes by the Franchise Tax Board (FTB). Please *accurately complete Exhibit B, Payee Data Record*, incorporated into this Agreement.

District is **required** to withhold seven percent (7%) of payments to *nonresident* bands, orchestras, plays, dance teams, circuses, and other performing entities if the payments exceed \$1500 for the calendar year. A waiver or reduced amount of withholding can be *initiated by the non-resident entertainer*, using Form 589. For further questions refer to the FTB Pub. 1024 “Nonresident Withholding Entertainment Guidelines,” which can be found on the internet at www.ftb.ca.gov.

The Contract must be fully executed without changes and returned to the Agriculture & Education Department Attention: Rachele Weir, 2260 Jimmy Durante Blvd. Del Mar CA 92014 by **May 01, 2023**. The District cannot guarantee payment on the performance date if, the fully executed contract is not received 30 days prior to the performance date

2. District Oversight

- a. The District reserves the right to audit and monitor any and all sales as well as access to the premises, and shall also have the right of access to, and inspection of, any premises used by the Contractor under this Agreement at any time, with or without prior notice. Selling, advertising or distributing any product, service, or printed material without prior authorization by the District is prohibited.
- b. The project representatives during the term of this agreement will be:

State Agency: 22 nd DAA/Del Mar Fairgrounds	Contractor: R.W.B. Party Props, Inc.
Section/Unit:	Section/Unit:
Attention: Rachele Weir, Agriculture & Education Supervisor	Attention: Ed Mendez
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014	Address: 128 S. Cypress St. Orange, CA 92866
Phone: 858-755-1161 ex. 2423	Phone: 714-538-8629
Email: rweir@sdfair.com	Email: ed@rwbpartyprops.com

- c. No pets or other animals are permitted except guide dogs, service dogs, or signal dogs, as defined in Civil Code section 54, or with prior authorization of the District.

Copyright Infringement Indemnification

- a. Contractor warrants and represents that no musical, literary, or artistic work or other property protected by copyright will be performed, reproduced or used in the performance of this Agreement unless Contractor has previously thereto obtained written permission from the copyright holder or is otherwise exempt under 20 U.S.C. §§200:

“notwithstanding the provisions of Section 106, the following are not infringements of copyright:

(6) Performance of a nondramatic musical work by a governmental body or a nonprofit agricultural or horticultural organization, in the course of an annual agricultural or horticultural fair or exhibition conducted by such body or organization; the exemption provided by this clause shall extend to any liability for copyright infringement that would otherwise be imposed on such body or organization, under doctrines of vicarious liability or related infringement for a performance by a concessionaire, business establishment, or other person at such fair or exhibition, but shall not excuse any such person from liability for the performance.”

- b. Contractor acknowledges that Contractor acts under this Agreement as an independent contractor charged with the responsibility, in Contractor’s sole discretion, for selection, performance, reproduction and use of such musical, literary and artistic works as contractor deems appropriate and that Contractor undertakes strict compliance with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works.
- c. Contractor warrants that in the performance of this Agreement, Contractor will not infringe any statutory, common law or other right of any person in performing, reproducing or otherwise making use of any work or material.
- d. Contractor will indemnify, save and hold harmless the State and its agencies, including District, and their officers, agents, employees and servants from and against all claims, costs, and expenses (including legal fees), demands, actions and liability of every kind and character whatsoever with respect to copyright and the performance, reproduction and use of musical, literary and artistic works. Contractor authorizes the withholding of payment under this Agreement pending the final disposition of any claim, which may result from the foregoing indemnification.
- e. Contractor certifies compliance with applicable requirements in the talent agency sections of the Labor Code (§271 and §272 and §1500.5 et seq.)

3. Talent Agency License Certification

- a. No person, or agent or officer thereof, engaged in the business of promoting a theatrical enterprise where living individuals are used or employed in the presentation, except persons having a free and unencumbered title to the fee of the property on which the theatrical enterprises is produced, shall fail or neglect, before producing such enterprise in any period for which a single payment of wages is made, to have on hand or on deposit with a bank or trust company, in the county in which such enterprise is to be produced, or if there is no bank or trust company in the county, then in the bank or trust

company nearest the place where such enterprise is produced, cash or readily salable securities of a market value sufficient to pay the wages of every individual used or employed in the production of such enterprise, or in connection therewith for such period.

The provisions of this section shall not apply to the use or employment of individuals by a radio or television broadcasting enterprise; provided, there is on hand or on deposit with a bank or trust company in this State cash or readily salable securities of a market value sufficient to pay the wages of every individual used or employed in such enterprise, or in connection therewith. Theatrical enterprise as used in the section means the production of any circus, vaudeville, carnival, revues, variety shows, musical comedies, operettas, opera, drama, theatrical, endurance contest, walkathon, marathon, derby or other entertainments, exhibitions, or performances. Any person, or agent or officer thereof, who violates this section, is guilty of a misdemeanor.

- b. Every person, agent, or officer thereof engaged in the business specified in Section 270, 270.5, 270.6, or 271, shall keep conspicuously posted upon the premises where persons are employed, a notice specifying the name and address of the bank or trust company where the required cash or readily salable securities are on deposit, or the name of the surety or sureties on the bond deposited pursuant to Section 270.5 or 270.6. Failure to keep the notice conspicuously posted is prima facie evidence of a violation of Section 270, 270.5, 270.6, or 271.
- c. No person shall engage in or carry on the occupation of a talent agency without first procuring a license therefore from the Labor Commissioner. The license shall be posted in a conspicuous place in the office of the licensee. The license number shall be referred to in any advertisement for the purpose of the solicitation of talent for the talent agency. Licenses issued for talent agencies prior to the effective date of this chapter shall not be invalidated thereby, but renewals of those licenses shall be obtained in the manner prescribed by this chapter.

4. **Workers Compensation Exempt Statement**

Contractor hereby certifies that by signing this Agreement Contractor has no employees, and is therefore not subject to §3700 of the California Labor Code, which requires every employer to be insured against liability for workers compensation claims or to undertake self-insurance in accordance with the provisions of the Code.

Contractor further certifies that by signing this Agreement Contractor will comply with such provisions immediately upon hiring any employee and before commencing the performance of this Agreement.

5. **Insurance Requirements**

Contractor agrees to provide evidence of Automobile Liability Insurance if vehicle(s) are used in the performance of this Agreement. Contractor shall secure and maintain at its own expense during the Term of this Agreement 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), or any successor ISO policy form, with limits of not less than \$1,000,000 combined single limit per accident for contracts involving the use of Contractor's vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the fairgrounds.

AND

6. Contractor shall provide a Certification of Insurance indicating, in accordance with Exhibit D, Insurance requirements, for General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001 and at all times maintain in effect bodily injury and property damage liability insurance with policy limits in the minimum amount of: \$1,000,000 combined single limits per occurrence. Contract shall further list as additional insured endorsement: "The State of California and the 22nd District Agricultural Association, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

7. **Independent Contractor**

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

8. **Indemnification**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 22nd District Agricultural Association aka Del Mar Fairgrounds, its agents, officers, directors, consultants, employees, and subcontractors (collectively the "District"), and each of them, from and against any and all claims, demands, causes of action, damages, losses, costs, expenses, penalties, and liabilities incurred or to be incurred by the District, including but not limited to costs of investigation and reasonable attorney and other third party fees and, to the extent permitted by law, fines, penalties and forfeitures in connection with any proceedings against the District, arising out of or resulting from (i) any injuries or damages to any person, firm, or corporation, directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; (ii) any breach of the Agreement by Contractor, (iii) liabilities under Workers Compensation law or California Labor Laws; or (iv) any infringement by the performance or product of any copyright, trademark, trade secret, or other intellectual property right or similar rights of any third party. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees, directors, or agents (excluding the Contractor herein, or any of its employees or agents).

9. **Contractor's Power and Authority**

Contractor or Contractor's designee as signatory to this Agreement is empowered and has the authority to enter into this Agreement and bind Contractor to the terms and conditions contained herein.

10. **Performers' Handbook and Application**

The Performers' Handbook and Application is hereby incorporated into this Agreement. Contractor is required to abide by its stated rules and regulations. To print/view the Handbook and Application please go to <http://sdfair.com>.

11. Conflict of Terms & Conditions

Where the terms of this Agreement or District’s documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor’s proposal or Contractor’s documents, both parties agree that the terms set forth in District’s documents shall supersede and take precedence over Contractor’s proposal or Contractor’s documents.

12. Drone Policy

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, “drones”) at any time on the property of the 22nd District Agricultural Association (“22nd DAA”) is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the 22nd DAA. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors, and guests.

Permission to stay or remain on 22nd DAA property may, in the discretion of the 22nd DAA, be revoked for any person[s] in violation of this policy.

Ride Operator Agreements

48% of Gross Rent

Contract #	Operator	Rides
23-M-02	Alamo Amusements	Dive Bomber, Kiddie Swings, Kite Flyer, Monkey Maze, Winky the Whale
23-M-01	6 th Generation	Disk'o
23-M-03	Bishop Amusements	Balloon Ride, Little Dipper, Mini Bumper Cars, Evolution, Ice Jet, OMG, Sky Flyer, Tango
23-M-04	Caprice Enterprises	Speedway, Moonraker, Wind Surf
23-M-05	Dakota Rides	Searay
23-M-06	Helm & Sons	Beach Party, Dreamland, Grand Carousel, Hyper Drive, Medusa, Olympic Bob, Spin Move, Wave Swinger
23-M-07	Hot Shot Thrill Rides*	Hot Shot Thrill Ride
23-M-08	Joy Rides	Dancing Clown, Storm
23-M-09	Kastl Amusements	Baby Venice, Bumper Boats, Convoy, Helicopter, Pirates Island, Tea Cup, Cliff Hanger, Tornado
23-M-11	Outside Amusements	Creep Show
23-M-12	Prime Pacific	Lady Bugs, Loly Swings, Puppy Express
23-M-14	RCS	Flying Jumbo, Monster Trucks, Puppy Roll, Rockin Rodeo, Silly Seas 2, Survivor Island, Dodgem, Endeavor, Free Style, Fun Factory, Carousel, Haunted Mansion, Konga, Rave Wave, Remix II, Surf Shack, Wild River, Zero Gravity, Zipper
23-M-13	RCS**	33 M Wheel, Skyride
23-M-15	Southern Cross	G-Force, Joker
23-M-16	Talley Amusements	Fun Slide, Quadzilla, Alien Abduction, Fast Trax Slide, Juke Box Fun House, Mega Drop, 33 M Wheel
23-M-17	Wood Entertainment	Crazy Mouse

*30% of gross rent

**25% of gross rent

FORM F-31
Revised 8/19

SAMPLE AGREEMENT

FAIRTIME AND INTERIM EVENT RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and «Company_Name», ("Renter"). Association and Renter may collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as «Location», located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on «Beginning_Term» and ends on «End_Term». Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which the Renter took possession.
3. The purposes of the occupancy shall be limited to «Ride_1__Tickets», «Ride_2__Tickets» «Ride_3__Tickets» «Ride_4__Tickets» «Ride_5__Tickets» «Ride_6__Tickets» «Ride_7__Tickets» «Ride_8__Tickets» «Ride_9__Tickets» «Ride_10__Tickets» «Ride_11__Tickets» «Ride_12__Tickets» «Ride_13__Tickets» «Ride_14__Tickets» «Ride_15__Tickets» «Ride16__Tickets» «Ride_17__Tickets» «Ride_18__Tickets» «Ride_19__Tickets»

and shall be for no other purpose whatsoever.

4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: «M__Split»
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom

the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees
10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
14. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.
16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.

17. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
18. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit “buy backs” for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
21. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter’s own expense, upon expiration or earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.
29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:
 - a. Exhibit A: 2022 Midway Licensee Handbook
 - b. Exhibit B: California Fair Services Authority Insurance Requirements
 - c. Exhibit C: Standard Terms and Conditions
 - d. Exhibit D: Cal/OSHA Amusement Ride and Tramway Unit Temporary Amusement Ride Permit
 - e. Exhibit E: Drug Free Workplace Certification
 - f. Exhibit F: Worker's Compensation
 - g. Exhibit G: Storm Water Policy
 - h. Exhibit H: AB1775 Certification Statement
 - i. Exhibit I: Drug Screening Certification
 - j. Exhibit J: Megan's Law Certification
 - k. Exhibit K: Background Check Certification
34. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

«Contact»

«Company_Name»

«Address»

«City», «State» «Zip»

Signature

Title

Date

22nd District Agriculture Association
2260 Jimmy Durante Blvd
Del Mar, CA 92014

Signature

Carlene Moore, CEO

Title

Date

Game Operator Agreements

30% of Gross Rent

Contract #	Operator	Games
23-M-18	All State 38	Water Race, Basketball, Bottle Up, Color Bowl, Ring Toss, Water Race
23-M-19	Ashlea Enterprises	Skee-ball
23-M-20	B Ellis Concessions	Basketball, Water Race
23-M-21	Bogues Concessions	Kid Bust, Mini Basket, Line Up Balloon, Party Pong, Pepsi Pitch, Tubs of Fun
23-M-22	GDR Inc.	Ray's Fishing Game, Top Spin Water Race, Bank a Ball, Bottle Up, Derby Race, Goblet, Light Up Water, Ring a Duck
23-M-23	JACA Ent.	Goldfish, Bag Game, Balloon, Beer Bust, Runnin Waters,
23-M-24	PAN	Ring a Duck, Basketball Toss, Block Buster, Football Toss, Frog Bog, Mini Basketball
23-M-25	Paul's Concessions	Dart Bag, Balloon Pop, Bank Shot, Beer Smash, Goldfish, Tub Toss
23-M-26	Rogmic Ent.	High Striker
23-M-27	Talley Amusements	Duck Pond, Bottle Up, Buoy, One Ball, Ring Toss, Water Race

FORM F-31
Revised 8/19

SAMPLE AGREEMENT

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2. The terms of this Agreement begin on «Beginning_Term» and ends on «End_Term». Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which the Renter took possession.
3. The purposes of the occupancy shall be limited to «Game_1__Tickets», «Game_2__Tickets» «Game_3__Tickets» «Game_4__Tickets» «Game_5__Tickets» «Game_6__Tickets» «Game_7__Tickets» «Game_8__Tickets»
 and shall be for no other purpose whatsoever.
4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: «M__Split»
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6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property,

goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees
10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
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14. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
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be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.

18. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
20. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
21. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.

28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.
29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.
33. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:
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 - j. Exhibit J: Megan's Law Certification
 - k. Exhibit K: Background Check Certification
34. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

«Contact»
«Company_Name»
«Address»
«City», «State» «Zip»

Signature

Title

Date

22nd District Agriculture Association
2260 Jimmy Durante Blvd
Del Mar, CA 92014

Signature

Carlene Moore, CEO

Title

Date

April 24, 2023

Dear Board of Directors,

I am writing to ask about the upcoming May 9th meeting. I along with other residents attended your last meeting and expressed our surprise, and the resulting difficulties of this decision from the Board to not lease long term at Surf & Turf RV Park.

We are hoping that you can add the issue to the agenda so to further discuss our concerns with the Board's decision and the possibility of alternative solutions.

If you need more information feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nicole Focone', with a long horizontal flourish extending to the right.

Nicole Focone
Surf & Turf Resident
C.: 323.652.2073
E: nicolefo@icloud.com

ITEM 4, MANAGEMENT REPORT

May 2023

CONTRACT APPROVAL(S)

In accordance with the requirements of the Department to Food & Agriculture, Fairs & Expositions Branch, Staff requests approval of the agreement(s) listed below:

Review of Contracts to be Executed per Delegated Authority

Standard Agreements, up to \$50,000

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
23-036	SD Street Banners LLC	Fair Street Banner Installation	Categorical Exemption	5/1/23-10/31/24	\$30,111.25

Revenue Contracts, up to \$250,000 and less than one year

Sponsorship Agreements				
Contract #	Contractor	Summary	Term	Amount
SPO-23-036-19	T-Mobile USA, Inc.	T-Mobile will be on site and sell their products and their sister company, MetroPCS will be on site on Sundays	6/7 - 7/4/23	\$52,500
SPO-23-018-19	Winning Ways, Inc.	Winning ways will be onsite in two separate booths marketing vacation packages.	6/7 - 7/4/23	\$60,000
SPO-23-011-19	SponsorSource for Images Everywhere	Images will return to take photos of guests at the gates.	6/7 - 7/4/23	\$52,500
SPO-23-039-19	Red Blind Media for Kirchenmann	This is a candy vendor who will be located in two places	6/7 - 7/4/23	\$125,000

2023-2024 Event Agreements				
Contract #	Contractor	Event Name	Term	Rental Fee
23-3051	Greater SD Hunter Jumper	GSDHJ Horse Show	10/3-8/2023	\$24,400
24-4005	Plumbing Heating Cooling Assn	PHCC Trade Show	2/1-3/2024	\$9,020
24-4006	Bitwell Inc.	Bitwell Blowout	1/12-15/2024	\$9,020
24-4007	SCEGA	Gymnastics Meet	1/17-22/2024	\$13,530
23-3052	SPOCOM	SPOCOM Auto Show	9/15-16/2023	\$12,320
23-3053	FJS Productions	The Great Junk Hunt	9/28-30/2023	\$9,680
23-3054	Pinery Christmas Trees	Pumpkin Patch	9/14 - 11/2/2023	\$29,700
23-3055	Purdy Tree Farms	Christmas Tree Sale	11/17 - 12/21/2023	\$19,360

23-3056	Susan G. Komen Breast Cancer	San Diego 3 Day	11/14 – 17/2023	\$15,400
23-3057	CBF Productions, LLC	Snow N Glow	12/4/2023 – 1/2/2024	\$71,400
24-4008	Boulevard Trash Entertainment	Oddities & Curiosities	1/12 – 13/2024	\$9,680
24-4009	Gem Faire, Inc	Gem Faire	1/10 – 14/2024	\$12,2120
24-4010	Jurassic Quest	Jurassic Quest Dinosaur Exhibit	1/17 – 22/2024	\$26,070

2023 San Diego County Fair Judging Agreements

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
SEE PAGE 134-135 OF BOARD PACKET					

2023 San Diego County Fair Entertainment Agreements

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
SEE PAGE 135 OF THE BOARD PACKET					

2023 Commercial Vendor Agreements

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
SEE PAGE 136-143 OF THE BOARD PACKET					

2023 Concessions Agreements

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
SEE PAGE 144-147 OF THE BOARD PACKET					

Individual Project Agreements (IPA) with California Construction Authority (CCA)

Contract #	Purpose	Term	Amount
022-23-030	Wyland Emergency Roof Repair	3/20/23	\$19,719.29
022-23-046	Asphalt and Concrete Repair	2023	\$1.1 million
022-23-028	Wyland Skylights Replacement		
022-22-127 AM1	The Sound HVAC Controls	3/22/23	\$374,089.80

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-036

PURCHASING AUTHORITY NUMBER (If Applicable)

GL Account #: 600100-30

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

SD Street Banners LLC

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

October 31, 2024

3. The maximum amount of this Agreement is:

\$30,111.25

Thirty Thousand One Hundred Eleven Dollars and Twenty-Five Cents

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment I	Pricing Tables	3
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA RESOURCE CONSERVATION POLICY	1

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 <https://www.dqs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

SD Street Banners LLC

CONTRACTOR BUSINESS ADDRESS

9126 Togan Avenue

CITY

San Diego

STATE

CA

ZIP

92129

PRINTED NAME OF PERSON SIGNING

Russell Warner

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

May 1, 2023

Russell Warner (May 1, 2023 15:31 PDT)

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-036

PURCHASING AUTHORITY NUMBER (If Applicable)

GL Account #: 600100-30

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



Carlene Moore (May 2, 2023 23:00 PDT)

DATE SIGNED

May 2, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

Exhibit A
SCOPE OF WORK

1. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
2. The contract term shall be Eighteen (18) months, effective from May 1, 2023, through October 31, 2024, with the possibility of (3) Three one-year options to renew, at the sole and absolute discretion of the 22nd DAA. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.
3. SD Street Banners LLC, hereinafter referred to as Contractor, agrees to provide banner installation and removal services in various cities / communities throughout the San Diego area for the 22nd District Agricultural Association, herein after referred to as District, as described herein:
 - a. At the direction and to the satisfaction of District Management, Contractor shall provide all labor, tools, transportation, fuel, equipment, supplies, and necessary permits to perform banner installation and removal services of promotional banners for the District.
 - b. Contractor shall install and remove San Diego County Fair promotional banners, provided by the District, to existing streetlights and/or banner poles in the cities / communities listed below.
 - c. Contractor shall be responsible for picking up all the banners from District's banner printing vendor and shall coordinate the pick-up date/time for all San Diego County banners (approximately 265) with District's Marketing Representative
4. The project representatives during the term of this Agreement will be:

22 nd District Agricultural Association	SD Street Banners LLC
Name: Jennifer Hellman	Name: Russell Warner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 9126 Togan Avenue San Diego, CA 92129
Phone: 858-792-4227	Phone: 310-775-1060
e-mail: jhellman@sdfair.com	e-mail: russ@sdstreetbanners.com

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

5. WORK TO BE PERFORMED:
 - a. For the 2023 Fair, Contractor agrees to install all banners before May 31, 2023, and remove all banners before July 28, 2023. Installation and removal deadlines for future fairs will be established if/when option years are exercised. However, Contractor should anticipate annual deadlines to be by end of May for installation and end of July for removal.
 - b. Contractor shall coordinate with District's Marketing Representative for a list of each designated city/community representative and their contact information for coordination of exact time and location of installation and removal services.

Exhibit A
SCOPE OF WORK

- c. Upon removal of banners, Contractor shall give the used Fair banners to each designated community representative.

Contractor shall provide the installation and removal of the following banners in the locations and quantities listed below:

Location/Community	No. of Banners	Size of Banners
El Cajon Blvd.	50	30 x 95 in.
Jimmy Durante Blvd.	60	30 x 95 in.
Lemon Grove	30	30 x 84 in.
Oak Park	60	30 x 94 in.
Sherman Heights	40	30 x 95 in.

- d. Each individual city/community is responsible for providing the brackets and bands for placement of the banners. The brackets and bands are pre-installed on the streetlights and banner poles prior to hanging of the banners.
- e. The District is responsible for monitoring the banners throughout the contract term for any loose banners or banners in need of repair at each individual city/community where the banners are located.
- f. District shall notify Contractor of any loose or broken banners, brackets, bands, or any repairs that should be required at any of the above locations. Contractor shall respond to District's call/request for service within forty-eight (48) hours upon receiving notification.
- g. Contractor shall remove and re-install any banners that were in-place prior to the installation of District's promotional banners. Depending on each individual city/community request, Contractor shall either deliver removed banners to District for safe storage or give to each designated city/community representative for safe-keeping while District's promotional banners are being displayed. Contractor shall re-hang the city/community banners upon removal of District's banners.
- h. Contractor must provide appropriate licenses and permits - to install banners in all of the locations/cities described in this contract. Contractor must provide C-61/D-42 license for Specialty Non-Electrical Sign from Contractor State License Board (CSLB). Each of the locations/cities may have different rules and requirements to be followed when installing banners. Banner permits must be pulled for all banners in all cities according to each city before installation begins.
- i. Contractor may also be required to furnish and maintain traffic control devices when lane closures along the roadway are required to place the banners. Some cities may require work zone type traffic control guidelines such as those used for street construction, maintenance and utility operations. In addition, Contractor may be required to provide specialized equipment used to install banners. It is the Contractor's responsibility to know and adhere to these requirements and/or rules for each location/city. All costs associated with the adherence of these

Exhibit A
SCOPE OF WORK

requirements or equipment is the responsibility of the Contractor and they must be included in the unit price of installation.

- j. Contractor must perform the installation and removal of banners in a manner that is safe to themselves and the public.
- k. Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA)
- l. Contractor will be liable for damage or loss of banners while in their custody or during installation or removable.
- m. Contractor must perform the installation of the banners in a professional manner and to each city/location and the District's satisfaction. Damage to City or private property or mistakes in installation or location due to the Contractor's negligence must be corrected and/or repaired in a timely manner and at Contractor's expense.
- n. Contractor agrees to dispose of all generated waste in accordance with State and local laws and regulations.
- o. Contractor shall provide traffic control plan when requested.
- p. Contractor shall execute an installation plan between midnight and 4:00 a.m. when requested.
- q. Contractor shall add the above communities as additionally insured when requested.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the District agrees to compensate the Contractor in accordance with the rates specified herein, which are attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted upon completion of work to:

22nd District Agricultural Association
Del Mar Fairgrounds
Attn: Accounts Payable
2260 Jimmy Durant Blvd.
Del Mar, CA 92014

Alternatively, invoices can be submitted electronically to accountspayable@sdfair.com.

- C. The invoice shall contain the following information:
 - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
 - 4. The date of the invoice;
 - 5. The number of the Agreement upon which the claim is based; and
 - 6. An itemized account of the services for which the District is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) The method of computing the amount due.
 - d) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and

2. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

PRICE TABLES

Fixed Rates Contract Year One

May 1, 2023 to Oct 31, 2024

Line Item	Location/Community	Quantity	Banner Size	Unit Cost	Total
Banner Installation Services - 2023 Fair					
1	El Cajon Blvd.	50	30 x 95 in.	\$53.50	\$2,675.00
2	Jimmy Durante Blvd.	60	30 x 95 in.	\$50.00	\$3,000.00
3	Lemon Grove	30	30 x 84 in.	\$66.00	\$1,980.00
4	Oak Park	60	30 x 94 in.	\$53.50	\$3,210.00
5	Santee	25	28 x 96 in.	\$66.00	\$1,650.00
6	Sherman Heights	40	30 x 95 in.	\$53.50	\$2,140.00
Service Calls					
7	Banner/Hardware Repair/Replacement	1	Service Call	\$150.00	\$150.00
Banner Installation Services - 2024 Fair					
8	El Cajon Blvd.	50	30 x 95 in.	\$55.25	\$2,762.50
9	Jimmy Durante Blvd.	60	30 x 95 in.	\$51.75	\$3,105.00
10	Lemon Grove	30	30 x 84 in.	\$68.25	\$2,047.50
11	Oak Park	60	30 x 94 in.	\$55.25	\$3,315.00
12	Santee	25	28 x 96 in.	\$68.25	\$1,706.25
13	Sherman Heights	40	30 x 95 in.	\$55.25	\$2,210.00
Service Calls					
14	Banner/Hardware Repair/Replacement	1	Service Call	\$160.00	\$160.00
Total					\$30,111.25

Fixed Rates Option Year One

November 1, 2024 to Oct 31, 2025

Line Item	Location/Community	Quantity	Banner Size	Unit Cost	Total
Banner Installation Services - 2025 Fair					
15	El Cajon Blvd.	50	30 x 95 in.	\$57.00	\$2,850.00
16	Jimmy Durante Blvd.	60	30 x 95 in.	\$53.50	\$3,210.00
17	Lemon Grove	30	30 x 84 in.	\$70.50	\$2,115.00

EXHIBIT B, ATTACHMENT I
PRICING TABLES

18	Oak Park	60	30 x 94 in.	\$57.00	\$3,420.00
19	Santee	25	28 x 96 in.	\$70.50	\$1,762.50
20	Sherman Heights	40	30 x 95 in.	\$57.00	\$2,280.00
Service Calls					
21	Banner/Hardware Repair/Replacement	1	Service Call	\$170.00	\$170.00
Total					\$15,807.50

Fixed Rates Option Year Two

November 1, 2025 to Oct 31, 2026

Line Item	Location/Community	Quantity	Banner Size	Unit Cost	Total
Banner Installation Services - 2026 Fair					
22	El Cajon Blvd.	50	30 x 95 in.	\$58.75	\$2,937.50
23	Jimmy Durante Blvd.	60	30 x 95 in.	\$55.25	\$3,315.00
24	Lemon Grove	30	30 x 84 in.	\$72.75	\$2,182.50
25	Oak Park	60	30 x 94 in.	\$58.75	\$3,525.00
26	Santee	25	28 x 96 in.	\$72.75	\$1,818.75
27	Sherman Heights	40	30 x 95 in.	\$58.75	\$2,350.00
Service Calls					
28	Banner/Hardware Repair/Replacement	1	Service Call	\$180.00	\$180.00
Total					\$16,308.75

Fixed Rates Option Year Three

November 1, 2026 to Oct 31, 2027

Line Item	Location/Community	Quantity	Banner Size	Unit Cost	Total
Banner Installation Services - 2027 Fair					
29	El Cajon Blvd.	50	30 x 95 in.	\$60.50	\$3,025.00
30	Jimmy Durante Blvd.	60	30 x 95 in.	\$57.00	\$3,420.00
31	Lemon Grove	30	30 x 84 in.	\$75.00	\$2,250.00
32	Oak Park	60	30 x 94 in.	\$60.50	\$3,630.00
33	Santee	25	28 x 96 in.	\$75.00	\$1,875.00
34	Sherman Heights	40	30 x 95 in.	\$60.50	\$2,420.00

EXHIBIT B, ATTACHMENT I
PRICING TABLES

SD Street Banners LLC
Agreement Number: 23-036
Page 3 of 3

Service Calls					
35	Banner/Hardware Repair/Replacement	1	Service Call	\$190.00	\$190.00
Total					\$16,810.00

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-23-036-19
--

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

T-Mobile USA, Inc.

2. The term of this Agreement is: **June 7 – July 4, 2023**

3. The amount of this Sponsorship Agreement is: **\$52,500.00 Contract Price**

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 – Sponsorship Terms

Exhibit B – Insurance Requirements

Sponsor agrees to provide a valid Certificate of Insurance indicating a minimum \$1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with Insurance Requirements attached herewith and made part of this Agreement.

Exhibit C – Licensee Handbook

The Licensee Handbook is made part of this Agreement and Sponsor must comply with all terms and conditions contained in the Handbook unless provided for in writing by the District.

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

SPONSOR		<i>California State Use Only</i>
SPONSOR'S NAME T-Mobile USA, Inc.		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Megan Robbins		
ADDRESS 3560 Dallas Pkwy Frisco, TX 75034		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: <u>Sponsorship</u> <i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i>  Date
AGENCY NAME 22nd District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager		
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		

CONTRACTS MANAGER

MARKETING MANAGER

SPO-23-036-19

T-Mobile

Exhibit A - Sponsorship Terms

2023 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which T-Mobile USA, Inc. (“Sponsor”) has agreed to in providing products and/or services during the 2023 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is 525,500.00 contract price.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than April 15, 2023.
3. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 1, 2023.
4. Sponsor shall not enter into any third-party promotions without prior written authorization from State.
5. Without the prior written consent of the State, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
6. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, and their respective agents, directors, and employees (collectively the “State”) from and against all third-party claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, reasonable outside attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to Sponsor’s performance or nonperformance of this Agreement,; by reason of death, injury, property damage, or any third-party claim arising from Sponsor’s 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. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
7. This Agreement does not constitute a partnership, joint venture or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the District or the State of California.
8. Where the terms of this Agreement or State’s documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor’s documents, both parties agree that the terms set forth in this Agreement or State’s documents shall supersede and take precedence over Sponsor’s proposal or Sponsor’s documents, provided that Sponsor has received all copies of State’s documents.
9. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations or other variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
10. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
11. In the event the Sponsor breaches the terms of this Agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this Agreement, including reasonable attorney’s fees.
12. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the State may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

13. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products and supplies, except to the extent caused by the sole negligence or willful misconduct of the State. Inadequate protection or security cannot be considered negligence of the State.
14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently displayed at all times. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the State, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by State management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the State to the Sponsor or its employees.
15. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
16. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements under this Agreement without interruptions during the dispute period.
17. The State reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by five (5) days prior written notice to the Sponsor. The Sponsor be refunded for the pro rata portion of any prepaid unearned fees prior to termination. If the Sponsor has any vehicles, equipment and materials on State property, the Sponsor must remove this property within 24 hours of the written notice of termination.
18. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by State to be inappropriate or detrimental to the interests of the State, it is agreed that the State may immediately terminate this Agreement.
19. It is understood and agreed that neither the District nor Sponsor shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure constitute default or breach of contract, if such delay or failure is caused by "Force Majeure." For purposes of this agreement, Force Majeure includes, but is not limited to, acts of God (such as earthquakes, floods, wildfires, hurricanes, volcanic eruptions, and other natural disasters that render performance impossible), war, riots, acts of public enemy, labor disputes that result in work stoppage, epidemics, pandemics, and governmental restrictions, appropriations, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault attributable to and beyond the control of the party obligated to perform (except financial inability). Further, if either District or Sponsor will be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. If by reason of Force Majeure, performance is rendered impossible even if the period for performance is extended, this Agreement shall terminate and the District will provide Sponsor with a reasonably equivalent make good or a pro-rata refund of the Fee paid for benefits not provided. Except for delay or failure in performance caused by "Force Majeure," nothing in this Paragraph shall excuse Sponsor from prompt

payment of any rent or any other charge required of Sponsor. Except as otherwise provided in this section or elsewhere in this Agreement or unless due by default of the District, if Sponsor shall for any reason fail to occupy the District, no refund shall be made of any amounts paid by Sponsor to the District hereunder.

20. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
21. The San Diego County Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all Sponsors' employees, agents and vendors comply with this policy.
22. Sponsor grants to the District a limited, personal, non-exclusive, non-assignable, revocable, non-sublicensable, royalty-free license or sublicense (as applicable) to use and reproduce the trademarks and logos provided by Sponsor (the "**T-Mobile Marks**") solely in connection with the District's performance of its obligations hereunder during the term of the Agreement and such use is subject to the T-Mobile Marks rules available at <https://www.t-mobile.com/responsibility/legal/trademarks>. The District hereby grants Sponsor the right to use the District's trademarks, logos, and trade names (as provided by the District) as necessary for Sponsor to exercise its rights of benefits as set forth herein. Each party retains complete ownership of, all trademarks, logos, designs, copyrights, trade names and all other intellectual property rights which it owns or has rights to and which are used in any way in materials in connection with this Agreement.
23. Any and all media advertising content produced by the District that refers to Sponsor or includes any T-Mobile Marks or mentions Sponsor ("**Media**") and is intended to run on any public platform (including, but not limited to, tv, radio, print, out of home, web, or social media, whether paid or unpaid), shall require the prior written approval of the content by Sponsor. If Sponsor provides Media to the District, Media shall not to be altered by the District, or any other third-party, without the express, prior written consent of Sponsor.
24. **Responsibilities of Sponsor:**
 - a. Operate and maintain the T-Mobile Truck/booth at the 2023 San Diego County Fair for all hours of operation for commercial exhibitors as listed in the Licensee handbook.
 - b. Provide to the District's Sponsorship office prior to May 1, 2023, examples of all literature, samples, and merchandise to be sold or distributed during the Fair. Only District approved items may be sold or distributed by Sponsor.
 - c. Provide Sponsor's brand logo to the District's Sponsorship office upon request.
 - d. Sponsor will provide Sponsor's brand logo to the District for use in social media to promote Sponsor's involvement with the Fair.
25. **Responsibilities of the State:**
 - a. Sponsor will have the right to use the Fair and/or the Fairgrounds name and promotional logos in advertising, cross promotion, marketing and public relations efforts during the term of the agreement, subject to prior written approval of such uses by the District.
 - b. Media and Promotions
 - 1) Summer Social Media Campaign
 - a. Sponsor will provide Sponsor's brand logo to the District for use on a summer targeted social media campaign highlighting the Sponsor's brand and/or product to be run on the District's social media platforms.
 - b. Platform is Instagram and Facebook with a mutually agreed upon demo.
 - c. Theme of fairgoers enjoying the Sponsor's product or service (or other mutually decided brand) at the San Diego County Fair with a rewards component.
 - 2) Provide a booth space approximately 20' x 30' on Fairway for the sale of T-Mobile Products.
 - 3) Provide electricity (20 amp) to the booth at no charge.

- 4) Include Sponsor's digital advertisement in rotation across the Fair's digital matrix boards each day of the Fair. The advertisement format may be a static slide image, or video up to 30 seconds.
- 5) Include Sponsor's logo in the printed and digital Day Sheets.
- 6) Include Sponsor's logo and link on the Fair's website for the duration of this Agreement.
- 7) Include Sponsor's logo on entrance signage where the Fair's sponsors are listed.
- 8) Include Sponsor's logo in rotation across the digital matrix boards in the main parking lot and Jimmy Durante Blvd. every day of the Fair.
- 9) Provide ten (10) sponsor badges for staff allowing unlimited admission the Fair.
- 10) Provide one hundred fifty (150) single admission Fair tickets valid any day of the Fair.
- 11) Provide eighty-eight (88) single day track parking passes valid any day of the Fair.
- 12) Provide four (4) season track parking passes valid all day of the Fair.
- 13) For Metro PCS
 - a. Provide a location for a 10' x 10' tent each Sunday of the Fair. Metro PCS will be allowed to promote their products.
 - b. Place two (2) 3' x 8' banners for each Hispanic Grandstand concert.
 - c. Place two (2) 3' x 8' banners for each Hispanic Paddock concert.
 - d. Include Metro PCS on the entrance signage that promotes that day's Hispanic concert.
 - e. Include the Metro PCS logo and link on the Fair's website for the duration of the Fair.
 - f. Metro PCS will be included in any digital promotion sent by the Fair that promote any Hispanic concerts.
 - g. Metro PCS will be entitled to run a video spot on both the Grandstand and Paddock video boards before each Hispanic concert (no sound is available).
 - h. Provide one-hundred (100) Fair admission tickets.
 - i. Provide ten (10) reserved seats to each Hispanic concert on the Grandstand.
 - j. Provide fifty (50) single day track parking passes.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-23-018-19
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1. This Agreement is entered into between the State Agency and the Sponsor named below:

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

Winning Ways, Inc.

2. The term of this Agreement is: **June 7 – July 4, 2023**

3. The amount of this Sponsorship Agreement is: **\$60,000.00 Contract Price**

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 – Sponsorship Terms


Exhibit B – Insurance Requirements

Sponsor agrees to provide a valid Certificate of Insurance indicating a minimum \$1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with Insurance Requirements attached herewith and made part of this Agreement.

Exhibit C – Licensee Handbook

The Licensee Handbook is made part of this Agreement and Sponsor must comply with all terms and conditions contained in the Handbook unless provided for in writing by the District.

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

SPONSOR		<i>California State Use Only</i>
SPONSOR'S NAME Winning Ways, Inc.		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Jake Haller		
ADDRESS 1651 Greenwood Ways San Bruno, CA 94066		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: <u>Sponsorship</u> <i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i>  Date
AGENCY NAME 22nd District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager		
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		

CONTRACTS MANAGER

MARKETING MANAGER

SPO-23-018-19
Winning Ways, Inc.
Exhibit A - Sponsorship Terms
2023 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which Winning Ways, Inc. (“Sponsor”) has agreed to in providing products and/or services during the 2023 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$60,000.00 contract price.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than May 1, 2023.
3. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 15, 2023.
4. Sponsor shall not enter into any third-party promotions without prior written authorization from State.
5. Without the prior written consent of the State, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
6. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, and their respective agents, directors, and employees (collectively the “State”) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
7. This Agreement does not constitute a partnership, joint venture or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the District or the State of California.
8. Where the terms of this Agreement or State’s documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor’s documents, both parties agree that the terms set forth in State’s documents shall supersede and take precedence over Sponsor’s proposal or Sponsor’s documents.
9. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations or other variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
10. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
11. In the event the Sponsor breaches the terms of this Agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this Agreement, including attorney’s fees.
12. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the State may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

13. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products and supplies, except to the extent caused by the sole negligence or willful misconduct of the State. Inadequate protection or security cannot be considered negligence of the State.
14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently displayed at all times. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the State, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by State management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the State to the Sponsor or its employees.
15. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
16. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements under this Agreement without interruptions during the dispute period.
17. The State reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the State to be paid to the Sponsor. If the Sponsor has any vehicles, equipment and materials on State property, the Sponsor must remove this property within 24 hours of the written notice of termination.
18. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by State to be inappropriate or detrimental to the interests of the State, it is agreed that the State may immediately terminate this Agreement.
19. It is understood and agreed that neither the District nor Sponsor shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure constitute default or breach of contract, if such delay or failure is caused by "Force Majeure." For purposes of this agreement, Force Majeure includes, but is not limited to, acts of God (such as earthquakes, floods, wildfires, hurricanes, volcanic eruptions, and other natural disasters that render performance impossible), war, riots, acts of public enemy, labor disputes that result in work stoppage, epidemics, pandemics, and governmental restrictions, appropriations, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault attributable to and beyond the control of the party obligated to perform (except financial inability). Further, if either District or Sponsor will be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. If by reason of Force Majeure, performance is rendered impossible even if the period for performance is extended, this Agreement shall terminate. Except for delay or failure in performance caused by "Force Majeure," nothing in this Paragraph shall excuse Sponsor from prompt payment of any rent or any other charge required of Sponsor. Except as otherwise provided in this section or elsewhere in this Agreement or

unless due by default of the District, if Sponsor shall for any reason fail to occupy the District, no refund shall be made of any amounts paid by Sponsor to the District hereunder.

20. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
21. The San Diego County Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all Sponsors' employees, agents and vendors comply with this policy.
22. **Responsibilities of Sponsor:**
 - a. Operate and maintain the Winning Ways booths at the 2023 San Diego County Fair for all hours of operation for commercial exhibitors as listed in the Licensee handbook.
 - b. Provide to the District's Sponsorship office prior to May 1, 2023, examples of all examples of all literature, samples, and merchandise to be sold or distributed during the Fair. Only District approved items may be sold or distributed by Sponsor.
 - c. Provide Sponsor's brand logo to the District's Sponsorship office upon request.
23. **Responsibilities of the State:**
 - a. Provide one space approximately 10' X 30' inside the Arena gate and one space approximately 10' X 30' located at the East end of the grandstand, adjacent to the footbridge. At these displays the prize giveaway (use of a microphone at each location will be permitted; the District will determine volume levels). All designated spaces will have electricity and lighting. The District will provide the canopies.
 - b. Provide name recognition on the main parking lot electronic marquee, each hour, 18 hours per day for the duration of the Fair.
 - c. Provide one hundred seventy-five (175) admission tickets for short term staff.
 - d. Provide forty (40) sponsor badges for staff, allowing unlimited entry to the Fair.
 - e. Provide twelve (12) track season parking passes.
 - f. Provide eighty-eight (88) single day track parking passes valid any day of the Fair.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-23-011-19
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1. This Agreement is entered into between the State Agency and the Sponsor named below:

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

SponsorSource for Images Everywhere

2. The term of this Agreement is: **June 7 – July 4, 2023**

3. The amount of this Sponsorship Agreement is: **\$52,500.00 Contract Price**

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 – Sponsorship Terms

Exhibit B – Insurance Requirements

Sponsor agrees to provide a valid Certificate of Insurance indicating a minimum \$1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with Insurance Requirements attached herewith and made part of this Agreement.

Exhibit C – Licensee Handbook

The Licensee Handbook is made part of this Agreement and Sponsor must comply with all terms and conditions contained in the Handbook unless provided for in writing by the District.

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

SPONSOR		<i>California State Use Only</i>
SPONSOR'S NAME SponsorSource for Images Everywhere		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Marty More		
ADDRESS 811 Russell Ave., Ste. F Gaithersburg, MD 20879		
STATE OF CALIFORNIA		
AGENCY NAME 22nd District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager		
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		
		<input checked="" type="checkbox"/> Exempt per: <u>Sponsorship</u> <i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i>  Date

CONTRACTS MANAGER

MARKETING MANAGER

SPO-23-011-19

SponsorSource for Images Everywhere

Exhibit A - Sponsorship Terms

2023 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which SponsorSource for Images Everywhere (“Sponsor”) has agreed to in providing products and/or services during the 2023 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$52,500.00 contract price.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than April 28, 2023.
3. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 15, 2023.
4. Sponsor shall not enter into any third-party promotions without prior written authorization from State.
5. Without the prior written consent of the State, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
6. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, and their respective agents, directors, and employees (collectively the “State”) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
7. This Agreement does not constitute a partnership, joint venture or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the District or the State of California.
8. Where the terms of this Agreement or State’s documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor’s documents, both parties agree that the terms set forth in State’s documents shall supersede and take precedence over Sponsor’s proposal or Sponsor’s documents.
9. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations or other variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
10. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
11. In the event the Sponsor breaches the terms of this Agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this Agreement, including attorney’s fees.
12. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the State may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

13. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products and supplies, except to the extent caused by the sole negligence or willful misconduct of the State. Inadequate protection or security cannot be considered negligence of the State.
14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently displayed at all times. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the State, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by State management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the State to the Sponsor or its employees.
15. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
16. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements under this Agreement without interruptions during the dispute period.
17. The State reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the State to be paid to the Sponsor. If the Sponsor has any vehicles, equipment and materials on State property, the Sponsor must remove this property within 24 hours of the written notice of termination.
18. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by State to be inappropriate or detrimental to the interests of the State, it is agreed that the State may immediately terminate this Agreement.
19. It is understood and agreed that neither the District nor Sponsor shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure constitute default or breach of contract, if such delay or failure is caused by "Force Majeure." For purposes of this agreement, Force Majeure includes, but is not limited to, acts of God (such as earthquakes, floods, wildfires, hurricanes, volcanic eruptions, and other natural disasters that render performance impossible), war, riots, acts of public enemy, labor disputes that result in work stoppage, epidemics, pandemics, and governmental restrictions, appropriations, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault attributable to and beyond the control of the party obligated to perform (except financial inability). Further, if either District or Sponsor will be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. If by reason of Force Majeure, performance is rendered impossible even if the period for performance is extended, this Agreement shall terminate. Except for delay or failure in performance caused by "Force Majeure," nothing in this Paragraph shall excuse Sponsor from prompt payment of any rent or any other charge required of Sponsor. Except as otherwise provided in this section or elsewhere in this Agreement or

unless due by default of the District, if Sponsor shall for any reason fail to occupy the District, no refund shall be made of any amounts paid by Sponsor to the District hereunder.

20. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
21. The San Diego County Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all Sponsors' employees, agents and vendors comply with this policy.
22. **Responsibilities of Sponsor:**
 - a. Operate and maintain the Images Everywhere booths at the 2023 San Diego County Fair for all hours of operation for commercial exhibitors as listed in the Licensee handbook.
 - b. Provide to the District's Sponsorship office prior to May 1, 2023, examples of all examples of all literature, samples, and merchandise to be sold or distributed during the Fair. Only District approved items may be sold or distributed by Sponsor.
 - c. Provide Sponsor's brand logo to the District's Sponsorship office upon request.
23. **Responsibilities of the State:**
 - a. Sponsor will have the right to use the Fair and/or the Fairgrounds name and promotional logos in advertising, cross promotion, marketing and public relations efforts during the term of the agreement, subject to prior written approval of such uses by the District.
 - b. Provide a 10' x 24' space for an Images Everywhere trailer outside the O'Brien gate. The District will provide electricity to these booth.
 - c. Provide a 10' x 20' space for an Images Everywhere trailer inside the Arena gate. The District will provide electricity to these booth.
 - d. Allow Images Everywhere staff to take photos of patrons as they enter the O'Brien and Arena gates. The District will define these areas where Images Everywhere staff can operate.
 - e. Allow Images Everywhere to sell photos to patrons.
 - f. Allow Images Everywhere to use the Fair logo and theme elements to make commemorative borders for pictures. All usage must be pre-approved by the District's sponsorship office in writing.
 - g. Provide a logo and link on the Fair's website for the duration of this agreement.
 - h. In each year of this agreement provide the following:
 - i. Provide one hundred fifty (150) admission tickets.
 - ii. Provide eighty-eight (88) single day track parking passes.
 - iii. Provide six (6) season track parking passes.
 - iv. Provide thirty (30) staff ID's allowing unlimited admission to the Fair.
 - i. At the conclusion of this year's fair, Images Everywhere will have a 90 period to exercise a 1-year option for the 2024 fair to continue this agreement on the same terms and conditions.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
 (Rev 11/19)

AGREEMENT NUMBER SPO-23-039-19
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1. This Agreement is entered into between the State Agency and the Sponsor named below:

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

Red Blind Media for Kirschenmann Mobile Food Service

2. The term of this Agreement is: **June 7 – July 4, 2023**

3. The amount of this Sponsorship Agreement is: **\$125,000.00 Contract Price**

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 – Sponsorship Terms

Exhibit B – Insurance Requirements

Sponsor agrees to provide a valid Certificate of Insurance indicating a minimum \$1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with Insurance Requirements attached herewith and made part of this Agreement.

Exhibit C – Licensee Handbook

The Licensee Handbook is made part of this Agreement and Sponsor must comply with all terms and conditions contained in the Handbook unless provided for in writing by the District.

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

SPONSOR		<i>California State Use Only</i>
SPONSOR'S NAME Red Blind Media for Kirschenmann Mobile Food Service		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2790 SW Hume St. Portland, OR 97219		
STATE OF CALIFORNIA		
AGENCY NAME 22nd District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager		
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		
		<input checked="" type="checkbox"/> Exempt per: <u>Sponsorship</u>
		<p><i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i></p> <p> Date</p>

CONTRACTS MANAGER

MARKETING MANAGER

**Red Blind Media for Kirschenmann Mobile Food Service
Exhibit A - Sponsorship Terms
2023 San Diego County Fair**

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which Red Blind Media for Kirschenmann Mobile Food Service (“Sponsor”) has agreed to in providing products and/or services during the 2023 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$125,000.00 contract price.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than April 7, 2023.
3. Participant shall make payment of the participation on the following schedule:
 - a. A \$7,500 payment on or before May 1, 2023.
 - b. A \$55,000 payment on or before June 6, 2023.
 - c. Failure to meet these deadlines for payment may cause for immediate cancellation of this Agreement. All fees are non-refundable; provided, however, in the event payment is made for a Fair and the Fair does not occur or the State terminates this Agreement prior to the Fair preventing Participant’s participation, then the payment for that Fair will be refunded.
4. Sponsor shall not enter into any third-party promotions without prior written authorization from State.
5. Without the prior written consent of the State, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
6. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, and their respective agents, directors, and employees (collectively the “State”) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
7. This Agreement does not constitute a partnership, joint venture or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the District or the State of California.
8. Where the terms of this Agreement or State’s documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor’s documents, both parties agree that the terms set forth in State’s documents shall supersede and take precedence over Sponsor’s proposal or Sponsor’s documents.
9. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations or other variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
10. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
11. In the event the Sponsor breaches the terms of this Agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this Agreement, including attorney’s fees.

12. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the State may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.
13. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products and supplies, except to the extent caused by the sole negligence or willful misconduct of the State. Inadequate protection or security cannot be considered negligence of the State.
14. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently displayed at all times. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the State, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by State management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the State to the Sponsor or its employees.
15. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
16. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements under this Agreement without interruptions during the dispute period.
17. The State reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the State to be paid to the Sponsor. If the Sponsor has any vehicles, equipment and materials on State property, the Sponsor must remove this property within 24 hours of the written notice of termination.
18. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by State to be inappropriate or detrimental to the interests of the State, it is agreed that the State may immediately terminate this Agreement.
19. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
20. The San Diego Country Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all Sponsors' employees, agents and vendors comply with this policy.

21. **Responsibilities of Sponsor:**

- a. Operate and maintain the booth(s) #9202 at the 2023 San Diego County Fair for all hours of operation for commercial exhibitors as listed in the Licensee handbook.
- b. Provide to the District's Sponsorship office prior to May 1, 2022, examples of all examples of all literature, samples, and merchandise to be sold or distributed during the Fair. Only District approved items may be sold or distributed by Sponsor.
- c. Provide Sponsor's brand logo to the District's Sponsorship office upon request.

22. **Responsibilities of the State:**

- a. Provide a booth space approximately 50' x 50' in the Infield (#9202) for the sale of bulk candy.
- b. Provide a booth space approximately 25' x 50' in the O'Brien hall (#1424) for the sale of bulk candy.
- c. Provide electricity to the booth at no charge.
- d. Provide fifteen (15) Participant badges for staff allowing unlimited admission into the Fair.
- e. Provide fifty (50) single admission Fair tickets valid any day of the Fair.
- f. Provide eighty-eight (88) single day track parking passes valid any day of the Fair.
- g. Provide six (6) season track parking passes.

2023-2024 Event Agreements				
Contract #	Licensee	Event Name	Term	Rental Fee
23-3051	Greater SD Hunter Jumper	GSDHJ Horse Show	10/3-8/2023	\$24,400
24-4005	Plumbing Heating Cooling Assn	PHCC Trade Show	2/1-3/2024	\$9,020
24-4006	Bitwell Inc.	Bitwell Blowout	1/12-15/2024	\$9,020
24-4007	SCEGA	Gymnastics Meet	1/17-22/2024	\$13,530
23-3052	SPOCOM	SPOCOM Auto Show	9/15-16/2023	\$12,320
23-3053	FJS Productions	The Great Junk Hunt	9/28-30/2023	\$9,680
23-3054	Pinery Christmas Trees	Pumpkin Patch	9/14 – 11/2/2023	\$29,700
23-3055	Purdy Tree Farms	Christmas Tree Sale	11/17 – 12/21/2023	\$19,360
23-3056	Susan G. Komen Breast Cancer	San Diego 3 Day	11/14 – 17/2023	\$15,400
23-3057	CBF Productions, LLC	Snow N Glow	12/4/2023 – 1/2/2024	\$71,400
24-4008	Boulevard Trash Entertainment	Oddities & Curiosities	1/12 – 13/2024	\$9,680
24-4009	Gem Faire, Inc	Gem Faire	1/10 – 14/2024	\$12,2120
24-4010	Jurassic Quest	Jurassic Quest Dinosaur Exhibit	1/17 – 22/2024	\$26,070

EVENT AGREEMENT

AGREEMENT # **24-TBD**
 DATE: "Date"
 FAIRTIME INTERIM **X**

This Agreement is entered into between the **22nd District Agricultural Association**, ("Association"), and "**Promoter**", ("Licensee").

1. Licensee desires to obtain from the Association certain rights and privileges, including the use of a portion of the Association's premises beginning on "**TBD**" and ending on "**TBD**".
2. Association grants to the Licensee the right to use the following portion of the Association's premises, for the time period described below, subject to the terms and conditions of this agreement

Date	Start Time	End Time	Function	Location	Location Rental
"DATE"	TBD	TBD	Move-in	Location TBD	Rental Amount TBD
"DATE"	TBD	TBD	Event	Location TBD	Rental Amount TBD
"DATE"	TBD	TBD	Teardown	Location TBD	Rental Amount TBD

- Licensee is responsible for following all guidelines established by the California Department of Public Health.
- Licensee will provide all equipment and services required to run and manage the event including, security, box office, medical, and production.
- Licensee will be billed for any services required by Association.
- Licensee shall not authorize or allow the sale of any firearm or ammunition at any time during their rental period.
- Licensee is required to have a trained medical staff present during all show hours.
- Anticipated expenses: Any anticipated or estimated expenses exceeding the Ancillary/Damage deposit will be due prior to the event.

3. Use of Premises Licensee agrees to use the premises described in Paragraph 2 for the following purpose and for no other purpose: "**Event Name**"
4. Fee for Use of Premises; Security Deposit Licensee agrees to pay to Association a minimum fee of for use of the Association's premises, as follows:

Location Rental:	\$TBD
Surety / Ancillary /Damage Deposit:	\$TBD
TOTAL:	\$TBD

Deposit Type	Due Date	Amount Due
1st Deposit	Due upon execution of this Agreement	\$TBD
2nd Deposit	TBD	\$TBD

Should Licensee fail to submit the required payments, as stated herein, the Association reserves the right to cancel the event without further notice. The payment schedule includes a Surety/Ancillary Deposit and shall be refunded thirty (30) days after Licensee has quit the premises, less any sum retained by the Association for additional expenses, including equipment use, cleanup, damage to or loss of Association property, labor, or charges incurred pursuant to Paragraph 5 of the Agreement.

Exemption of Association from Liability Association shall not be liable for injury or damage to the person or goods, wares, merchandise, or other property of Licensee or of Licensee's vendor(s), whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, building roof leaks, fire sprinklers, wires, plumbing, HVAC system, or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Association's premises, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Association shall under no circumstances be liable for injury to the business of Licensee or Licensee's vendor(s) or for any loss of income or profit from that business.

5. Labor and Equipment Rental Licensee agrees to pay fees, in addition to the Location Rental required by Association for: **Labor & Equipment Rental at District Reimbursable Rates** within thirty (30) days of receipt of an invoice for such fees.
6. Damage to Association Property / Use of Equipment on Association Property. Licensee will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said rental space for such purpose and will keep the area within and surrounding said rental space free from all rubbish and debris. Licensee further agrees to pay Association any and all costs, damages, and expenses incurred by the Association for damage of any kind cause to Association property, equipment, or grounds, arising out of or in any way related to Licensee's use of the Association's premises, reasonable wear and tear excepted. Association shall have the right to audit and monitor any and all sales as well as access to the premises. Licensee also promises, represents, and warrants that each and every one of its employees, agents, servants, and/or independent contractors operating any motor vehicle, forklift, electric or motorized cart, equipment, machinery, and/or other device (referred to in this Paragraph as "Equipment") on the property ("Premises") of the Association will be fully, properly, and completely trained in the use and operation of the Equipment, and each individual operating any Equipment on the Premises will have in his or her possession all required certificates, licenses, and documents corroborating that individual's training on the Equipment. Promoter / Tenant / Lessee / Renter and the District agree that damages for any breach or violation of this Paragraph will be difficult to calculate and ascertain. In the event of any violation of this Paragraph, in addition to any other damages the Association may sustain, Promoter / Tenant / Lessee / Renter will pay to the Association the sum of \$1,000.00 for each and every employees, agents, servants, and/or independent contractors operating Equipment on the Premises in violation of this Paragraph. In addition, any violation of this Paragraph may, in the sole and exclusive discretion of the Association, constitute a non-curable breach of this Agreement, requiring immediate termination of this Agreement and a forfeit of any deposit. The damages and remedies available to the District under this Paragraph supplement, and do not supplant, any other damages and/or

remedies available to the Association relating to insurance, indemnity, and/or breach of contract, including, but not limited to, Association's right to Indemnity under Paragraph 8 of this Interim Event Agreement.

7. Removal of Licensee's Property Licensee agrees to remove all of its property from the premises, including, but not limited to, boxes, crates, packing material, trash and debris at Licensee's sole expense, and to leave the premises in a condition satisfactory to the Association. All such property removal must be completed prior to the termination of Licensee's right to use of the Association's premises under Paragraph 2 of this Agreement, or as may be otherwise agreed to by Association and Licensee. If Licensee fails to timely remove its property from the premises, Licensee agrees Association may remove and store Licensee's property, at Licensee's sole risk and expense, and Licensee shall reimburse Association for all costs, including labor and storage costs, incurred by the Association under this Paragraph 7. Licensee assumes all risk of damage to, or loss of, its property remaining on Association premises after the termination of its right to use of the Association's premises.
8. Indemnity Licensee shall indemnify the Association, and save the Association harmless, of and from any and all claims, loss, cost, damage, injury and/or expense of every kind, nature and description, directly or indirectly arising from the performance of this Agreement regardless of responsibility for negligence; by reason of injury or death to person[s] or damage to property however caused or alleged to have been caused, and even though claimed to be due to the negligence, active or passive, of Association. However, in no event shall Licensee be obligated to defend or indemnify the Association with respect to the sole negligence or willful misconduct of the Association, its employees or agents (excluding the Licensee herein). Licensee shall, at Licensee's own cost and expense, defend any and all suits, actions, or other legal proceedings that maybe brought by third persons against the Association on any such claim, and shall reimburse the Association for any and all legal expenses incurred in connection with such defense, or in enforcing the indemnity granted in this paragraph.
9. Sporting Events; Release and Waiver For all sporting events, including but not limited to athletic team events, equestrian or equestrian related events, motor vehicle races, demolition derbies, stunt bike, skateboard or roller blade events, Licensee agrees to obtain from each participant a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release Lib"). The Release and Waiver shall release the Association and its agents, servants, employees, directors and officers from any and all liability arising out of each individual's participation in the event sponsored by Licensee. Each such Release and Waiver shall be fully executed by each participant, and/or such participant's legal guardian, prior to participation in the event. Licensee agrees to contact California Fairs Service Authority at (916) 921-2213 for further information on the availability of CFSA Form "Release Lib".
10. Association Oversight The Association reserves the right to audit and monitor any and all sales as well as access to the premises. The Association shall also have the right of access to, and inspection of, any premises used by the Licensee under this Agreement at any time, with or without prior notice.
11. Independent Capacity Licensee agrees that it, and its agents, servants, and employees, in the performance of this Agreement, acts in an independent capacity and not as an agent, officer, servant, or employee of the Association.
12. Taxes Licensee acknowledges and understands that the terms and conditions of this Agreement may create a possessory interest subject to property taxation, and that Licensee may be subject to the payment of property taxes levied upon such interest.
13. Licensee's Property Association may require security, at Licensee's expense, which will provide for reasonable protection of the property of Licensee. However, in all circumstances, Licensee shall be solely responsible for damage to, or loss of, Licensee's property.
14. Prohibition Against Assignment Licensee agrees it may not sell, encumber, assign or transfer this Agreement, or any rights, obligations, privileges or duties contained in this Agreement, without the express written consent of the Association. The Association's consent shall be given, if at all, in its sole and exclusive discretion.
15. Integration Clause This is an integrated Agreement. The terms of this Agreement are contractual, and not merely a recital. This Agreement supersedes all prior representations and agreements, if any, between the Parties or their legal counsel regarding its subject matter.
16. Written Amendment Required This Agreement constitutes the entire understanding between the parties to this Agreement and relating to its subject matter, and may not be modified, amended or terminated except by written Agreement signed by all of the parties to this Agreement, and any required written approval of the Department of Food & Agriculture, and the Department of General Services (Government Code section 11010.5). Any name change by Licensee is subject to the provisions of this paragraph, and written legal documentation of any name change is required prior to processing of any amendment regarding any name change by Licensee.
17. Waiver The failure to the Association to insist in any one or more instances upon the observance and/or performance of any of the covenants of this Agreement, or any of the rules and regulations governing the Associations' premises (Exhibit "A"), shall not constitute a waiver of any subsequent breach of this Agreement, or any of the rules and regulations.
18. Default; Remedies In the event Licensee fails to comply in any respect with the terms of this Agreement, and the terms of all Attachments, all payments made by Licensee in accordance with Paragraph 4 above shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the space in any manner deemed in the best interests of the Association, in addition to any and all other remedies available to the Association for breach of this Agreement.
19. Approval by CDFR and CDGS This Agreement is not binding upon the Association until it has been executed by all parties, and any required approval by the California Department of Food and Agriculture, and the California Department of General Services has been obtained in writing.
20. Representations and Warranties Licensee, under penalty of perjury, makes the following representations and warranties:
 - A. No more than one final unappealable finding of contempt of court by a Federal Court has been issued against Licensee within the two-year period immediately preceding the date of this Agreement, because of the Licensee's failure to comply with an order of a Federal Court ordering Licensee to comply with an order of the National Labor Relations Board. (California Public Contracts Code section 10296)
 - B. During the performance of this Agreement, the Licensee, and its subcontractors, if any, 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 (including cancer), age (over 40), marital status, and/or family care leave. Licensee and its subcontractors, if any, shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Licensee and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900, et seq.) and all applicable regulations contained in the California Code of Regulations.
 - C. All regulations of the Fair Employment and Housing Commission, implementing Government Code section 12990, subd. (a) through (f), inclusive, are incorporated in this Agreement by this reference and made a part hereof.
 - D. Licensee is, unless specifically exempted by law, in full compliance with Government Code section 12990, subd. (a) through (f), inclusive, and all regulations contained in the California Code of Regulations relating to section 12990, in matters relating to reporting requirements and the development, implementation and maintenance of a nondiscrimination program.
 - E. Licensee and its subcontractors, if any, shall give written notice of their obligations under Paragraph 20 of this Agreement to labor organizations with which they have a collective bargaining or other Agreement.
 - F. Licensee shall include all provisions of Paragraph 20 of this Agreement in all subcontracts, if any, pertaining to the subject matter of this Agreement.
 - G. Licensee acknowledges this Agreement is governed, in part, by the provisions of Public Contracts Code sections 10410, 10411 and 10420, which provide certain limitations on contracts between state agencies and current or former state employees. Licensee agrees to contact the Association for clarification on the status of any person rendering services in connection with this Agreement. Licensee agrees any violation of Public Contracts Code sections 10410, 10411 and 10420 will invalidate this Agreement. (Public Contracts Code section 10420).

H. Licensee is not (1) in violation of any order or resolution, not subject to review, issued by the State Air Resources Board or a local air pollution control district; (2) subject to any final cease and desist order not subject to further review, which has been issued under Water Code section 13301; or (3) in violation of any provisions of federal law relating to air or water pollution.

21. Controlling Law; Venue This Agreement is being made and delivered and is intended to be performed in the State of California and the execution, validity, construction, and performance of this Agreement shall be construed and enforced in accordance with the laws of California. This Agreement shall be deemed made and entered into in San Diego County, which shall be the exclusive venue for any action relating to this Agreement.
22. Timeliness; Binding Effect Time is of the essence of each and all of the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, subject to any prohibitions on assignment or transfer, contained in this Agreement.
23. Resolution of Licensee Disputes (PCC 10240.5, 10381) If, during the performance of this Agreement, a dispute arises between Licensee and Association, the Licensee shall submit a written statement regarding the dispute to Association. A decision by Association shall be made to the Licensee in writing, and shall be final and conclusive. Licensee shall continue to perform contract requirements without interruption during the dispute period.
24. Obscenities Sales or displays of drug paraphernalia, merchandise containing offensive, lewd, indecent, or obscene language or depictions of lewd or obscene. Images, or sales or displays of merchandise promoting or depicting sexual, racial, or religious harassment or discrimination is prohibited. The Association reserves the right to approve, in its sole and exclusive discretion, all merchandise, displays, materials and images at or in Licensee's location rented under this Agreement. The parties agree that if Licensee violates this Paragraph (#24) of this agreement, it will be impracticable or extremely difficult to determine the damages suffered by the Association. It is therefore agreed that in the event of such a breach by Licensee, Licensee forfeit its entire deposit in the amount of \$1,000.00 to Association. In addition, in the event of a breach of this paragraph (#24) by Licensee, the Association may, in its sole and exclusive discretion, declare Licensee in breach of this Agreement.
25. Attachments The following documents are attached to this Agreement and made a part hereof as though set forth in full:

Exhibit "A"	Facility Rentals Rules and Regulations (dated 12/25/21)
Exhibit "B"	Insurance Statement (Form FE-13)
Exhibit "C"	Exhibit C Cancellation Policy (dated 9/21/20)

This Agreement has been executed in duplicate, by and on behalf of the parties to this Agreement, on the date set forth above.

22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

Company Name
Company Address

BY

BY

TITLE: CHIEF EXECUTIVE OFFICER

TITLE _____

EXHIBIT A

FACILITY RENTALS RULES & REGULATIONS



THANK YOU FOR CHOOSING THE DEL MAR FAIRGROUNDS AS YOUR VENUE. WE LOOK FORWARD TO HOSTING YOUR EVENT. THE FOLLOWING RULES & REGULATIONS ARE INCORPORATED AS PART OF YOUR EVENT AGREEMENT.

GENERAL POLICIES GOVERNING RENTAL FACILITIES OF THE 22nd DAA

The following policies have been adopted by the Board of Directors of the 22nd District Agricultural Association (“Association”), governing events presented on the Del Mar Fairgrounds by any organization or person. The policies set forth detail the conditions under which an organization or person, (“Licensee”), may present any enterprise, display or entertainment in or around any Del Mar Fairgrounds facility.

No organization or person may use any portion of the Del Mar Fairgrounds without having first obtained a fully executed Interim Event Agreement for use of all or any portion of the Del Mar Fairgrounds are issued on authorized printed forms.

Such Agreements must be signed by the Licensee and by an authorized representative of the Association Management, (Secretary/General Manager or a person designated by him/her) prior to the Licensee’s commencing of any advertising or activity of any kind on the Del Mar Fairground’s premises.

No Licensee will be permitted to open or commence business until all preliminary requirements in these policies and the Interim Event Agreement have been met, any required permits and/or governmental approvals obtained, and insurance certificates and endorsements (if required by the Interim Event Agreement) provided to the Association.

Licensee will conduct the privileges granted in the Interim Event Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association; will not engage in any other business whatsoever upon or within said premises or Fairgrounds, except that which is expressly stipulated and contracted for; and will confine its business and transactions to the space and privileges provided in the Interim Event Agreement.

RESERVATIONS & BOOKINGS

Any activity sponsored by the Association has precedence over any other interim activity or requested usage of the Del Mar Fairground's facilities. If the Association schedules an activity, which conflicts with a previously arranged event, the Association will send a notice of cancellation at least three months prior to the event, to the address stipulated on the Interim Event Agreement. The Association will make every effort to provide an alternate date for said event.

No event will be scheduled which is in conflict with the events of the annual San Diego County Fair and the Thoroughbred Race Meet.

ADDITIONAL CHARGES & DEPOSITS

The Association provides services and equipment not covered by the rental fee. Any costs related to providing these services or equipment is the responsibility of the Licensee and will be invoiced accordingly.

A Surety/Ancillary deposit is required as part of the agreement to cover anticipated additional expenses. Any anticipated or estimated expenses exceeding the surety/ancillary deposit will be due prior to the event. The Association will not provide any services or equipment unless payment has been received in full.

HOURS

The charge for use of the Facility shall apply to the periods of occupancy of the facilities between the hours of 7:00 am to 10:00 pm. No event shall be permitted to continue after 10:00 pm unless agreed to in writing by Association Management in advance of the event. Applicable overtime costs will be charged unless all attendees have vacated and the building secured by the time specified in the Interim Event Agreement.

EXCLUSIVE SERVICES

The Association shall have the exclusive right to provide Licensee the following services:

- Food and Beverage
- Electrical and Plumbing
- Public Safety
- Production (Rigging/Public Address)
- Telecommunication
- Parking
- RV Camping
- Automated Teller Machine
- Alcohol Sponsorship Agreements
- Janitorial and Maintenance

FOOD & BEVERAGE

The Association maintains an exclusive food & beverage contract. The Licensee or exhibitors are not permitted to sell or provide any food, beverage or alcohol. Licensee must allow for adequate space inside each rented venue, determined by the Association, for serving concessions and consumption, within the contracted space for the Association's concessionaire. The Licensee may be levied a fine if they, or their exhibitors, sell Food or Beverage. Sampling of foods two ounces or less may be permitted on a limited basis and only with written approval from Association's Food & Beverage contractor. For all Food & Beverage needs, please call (858) 755-6345.

All food, alcohol and non-alcoholic beverages must be sold and/or distributed by Association concessionaire. Alcoholic beverages are to be kept within the leased area at all times. Consuming these beverages outside the rented area is not permitted. The Association reserves the right to approve all areas proposed for the dispensing and consumption of alcoholic beverages.

ELECTRICAL & PLUMBING

All electrical and plumbing services must be performed by the Association's contractor unless authorized by the Association. Contact the Association Event Manager for details on rates and requirements for these services.

PUBLIC SAFETY

The Association shall have the sole right to provide all security services, medical, and law enforcement, including, but not limited to, determining security, staffing levels, and placement of said staff. Licensee shall be responsible for all expenses related to providing security for their event and shall pay the Association based on estimates provided by the Association.

PRODUCTION (RIGGING/PUBLIC ADDRESS)

Licensee must use Association services for use of any in-house public address systems or fixed audio/visual equipment. When an outside company is used for an event to provide portable A/V services, Event Manager must be consulted and electrical charges may apply.

The Association reserves the right to monitor and/or limit the sound level of any event. The use of a sound system in an outside area on the Del Mar Fairgrounds shall not be permitted to continue after 10 p.m. without written approval from Association Management. Violation of the sound level or termination time may lead to revocation of such privileges.

TELECOMMUNICATION

Licensee must use the Association Telecommunications Services for all telecommunication needs. Including Wi-Fi, DSL, Internet, and phone lines.

PARKING

The Association reserves the right to charge a fee for parking during events. The Association may provide complimentary

passes for Licensee and their staff. Parking fees are subject to change without notice. The availability of specific parking areas shall be subject to change as a result of construction, maintenance, events or other operational factors as determined by the Association. At no time shall any exits or fire lanes be blocked. Vehicles may be subject to tow at owner's expense.

RV CAMPING

A daily fee applies for all RVs with or without hook-ups. Spaces with hookups for water, electricity and sewage are available at no extra charge, but are allotted on a first-come, first-served basis. Payment must be by Visa, MasterCard or American Express. No checks will be accepted. RV spots are run by our onsite Wagon Master and are not part of your contractual space. For additional information on RV spaces, contact your assigned Event Manager, visit our website at www.delmarfairgrounds.com, or call the RV information line at 858-755-1161 ext. 2894.

AUTOMATED TELLER MACHINES

The Association reserves the exclusive right to provide all automated teller services on Association property. Automated teller locations are predetermined by the Association; however, specific event locations are feasible for a nominal transportation and set-up fee.

ALCOHOL SPONSORSHIP AGREEMENTS

The Association reserves the sole and exclusive right to all marketing, promotional, and branding of any alcohol related products. Promotional material of any kind may not be distributed or displayed on Association's property.

JANITORIAL AND MAINTENANCE

The amount of support personnel needed for the event will be determined by the Association Event Manager and based on past history and experience. Normal janitorial service during actual event open hours is provided at no charge to the Licensee. Additional charges apply for post event clean-up, porter service and booth cleaning.

Licensee will be required, at Licensee's sole expense, to keep areas adjacent to the rented area listed under the Interim Event Agreement, clean and orderly. Receptacles will be provided by the Association for garbage, trash and debris. Trash must be placed in appropriate containers.

FEDERAL, STATE AND COUNTY LAWS AND ORDINANCES

GENERAL COMPLIANCE

Licensee agrees to comply, and will comply, with all applicable local, state and federal laws. Licensee agrees to assume, and will assume, full responsibility for payment of all sales taxes, use and possessory interest taxes, assessments and/or fees resulting from Licensee's use of the premises.

NOISE ORDINANCE

Between the hours of 7:00 a.m. to 10:00 p.m., ambient noise level may not exceed 60 dB (A) measured in the residential neighborhoods surrounding the Association. Exterior ambient noise is not permitted between 10:00 p.m. and 7:00 a.m. All sound producing devices used by Licensee must be of such a nature and operated so as not to cause annoyance or inconvenience to patrons or any other Licensee. The Association reserves the right to terminate Licensees' use of any sound producing device, which it determines, in its sole discretion, violates this provision. A \$1000 fee will be billed to the Licensee for violation of the noise ordinance. The noise limits above may be adjusted as follows to account for the effects of time and duration on the impact of noise levels:

1. Noise that is produced for no more than a cumulative period of 30 minutes in any hour may exceed the noise limit by 3 decibels.
2. Noise that is produced for no more than a cumulative period of 15 minutes in any hour may exceed the noise limit by 6 decibels.
3. Noise that is produced for no more than a cumulative period of 10 minutes in any hour may exceed the noise limit by 8 decibels.
4. Noise that is produced for no more than a cumulative period of 5 minutes in any hour may exceed the noise limit by 11 decibels.
5. Noise that is produced for no more than a cumulative period of 2 minutes in any hour may exceed the noise limit by 15 decibels.

SIGN ORDINANCE COMPLIANCE

All signs, posters, flyers, etc. which are posted or distributed in San Diego County for the purpose of advertising or promoting a consumer show at the Del Mar Fairgrounds shall be in full compliance with applicable municipal codes and ordinances. A \$250 fee per sign will be billed to the Licensee of any documented incident of the placement of signs, posters, flyers, etc., which are in violation of local sign ordinances. Ignorance of local sign regulations or reliance on a sign company, for placement of promotional materials, shall not relieve the Licensee of responsibility in this matter.

ADA COMPLIANCE

Licensee is responsible to ensure all ADA ordinances and statutes are followed within the event.

FIRE AND LIFE SAFETY REQUIREMENTS

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the Fairgrounds. This list is not meant to cover all possible situations and the Licensee is responsible for adhering to all applicable regulations. The State Fire Marshal (SFM) and/or the Event Manager have the authority to close your event without notice for failure to comply with the following requirements:

1. Plans identifying the configuration of exhibit spaces shall be submitted to the Event Manager for review and approval 90 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where seating is provided, the plan shall indicate the number of rows and seats between aisles. Final approval may be subject to field inspections, fees may apply.
2. SFM may enter any portion of any exhibit space/booth at any time for the purpose of inspecting the premises for fire and life safety.
3. No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to firefighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
4. The location of all hydrants, fire extinguishers, water barrels, etc., shall be clearly marked in all areas.
5. No open flame is allowed in any building.
6. Bark dust or like material shall be kept moist at all times.
7. All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
8. The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:
 - a. Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
 - b. The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
 - c. Vehicles shall be inspected by SFM.
9. A housekeeping program shall be maintained and adequate noncombustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.
10. The display or use of tents, canopies, or membrane structures are not allowed inside any building. Any outside tent or temporary shade structure may require a Special Event Permit from the State Fire Marshals' office.
11. Demonstration or operation of any heat producing device or sources of ignition, including, but not limited to: heaters, stoves, barbecues, torches, lanterns, and internal combustion engines must be approved, thirty days in advance, by the SFM. Please contact your Event Manager.
12. All decorative material including, but not limited to, drapes, hangings, curtains, carpets and table covers with overhangs, shall be either made from non-flammable material, or rendered and maintained in a flame retardant condition by means of a solution and process approved by the SFM. Please contact your Event Manager.
13. Every building, tent or enclosure and every exhibit space therein, shall be maintained in a neat orderly manner, free from any condition, which would add to or contribute to the rapid spread of fire.
14. Any combustible waste materials and rubbish within the building shall be stored in approved containers. All such waste containers shall be emptied at the close of each day into approved containers outside of the building(s).

15. Waste material and rubbish containers located outside of buildings shall not block exit passageways, fire department access roads; nor shall they be located so as to create an external fire hazard to any building or structure.

Copies of SFM approved certificate of flame resistance covering all treated materials shall be made available at exhibition site.

BOOTH CONSTRUCTION/LOCATION

1. Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
2. All fabric or pliable canopy covers, side/back drops and decorative material must be:
 - a. Inherently fire resistive and labeled as such; or
 - b. Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (empty can and dated sales receipt may serve as proof).
3. Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.

LAYOUTS

Floor plans and fence plans of each event shall be submitted to the Association Event Manager at least 90 days prior to the first day of the event. It is not recommended to sell any booth space prior to receiving plan approval by the Association Event Manager and State Fire Marshal. Plans shall indicate:

- a. The dimensions of all aisles, exits, exhibits, booths and display.
- b. The locations of all emergency lights, exit lights, fire alarm stations, wet standpipe hose cabinets, fire extinguishers, water fountains, and electric panels. These shall not be concealed by any decorative material.
- c. The Association has the right to determine food locations inside each rented venue. See Food & Beverage Policy.

NOTE: Exits, exit lights, aisles, ramps, corridors, and passageways shall not be blocked in any manner.

FIRE EXTINGUISHERS

Fire extinguishers are provided in major buildings; however, at other locations or where special hazards are created, additional extinguishers shall be provided by the Licensee as required by the State Fire Marshal.

FIREWORKS AND/OR PYROTECHNICS

1. No fireworks display will be allowed during an open dance floor concert.
2. In a concert where seating is provided fireworks are allowed when:
 - a. A Pyro technician licensed by the California SFM has obtained a permit through the SFM. This technician must be present for the fireworks display.
3. A Fire Marshall standby will be required anytime a fireworks display is planned.

4. Applications for permits shall be made in writing at least 90 days prior to the date of the display.
5. Only those fireworks that were approved prior to issuing the permit will be allowed during the display. Additional permits required by the SFM. Please see your Event Manager for additional information. Any additional unauthorized fireworks displayed during the show will result in voiding the permit and/or rejecting any future permits for events by the involved company. It may also result in revocation of the company's license.

SMOKING

There is NO SMOKING in any state-owned, state occupied, or a state-leased building or within 20 feet of the main exit or entrance to such a building, or in any vehicle owned or leased by the state.

HEALTH PERMIT

When Licensee's event includes food & beverage oriented exhibitors, such as food blender demonstrations, cookware dealers and health demonstrations, the Licensee is required to obtain a health permit and is responsible for informing and obtaining copies of health permits from the exhibitors. Please contact your assigned Event Manager for health related questions. There is a fee for the permit.

WORK PERMITS

Licensee's who employ youth under the age of eighteen (18) are required by law to see that the employee holds a valid work permit. They are further required to adhere strictly to all applicable child labor laws.

TEMPORARY SELLER'S PERMIT

California state law requires that all exhibitors selling merchandise from the floor or taking orders either on a wholesale or retail basis, must have a valid California State Seller's Permit. Licensee is responsible for notifying exhibitors of this requirement and identifying those to which this requirement applies. Licensee is also responsible for obtaining proof that exhibitors either hold a valid seller's permit, or are not offering for sale any merchandise subject to sales tax. Seller's permits can be obtained through the California State Board of Equalization.

PUBLIC ENTITY EXPENDING STATE FUNDS

The Licensee shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment under the contract (Government Code Section 10532). (SAM section 1212.8).

SPEED LIMIT AND VEHICLE SAFETY

All vehicles must adhere to the posted speed limit of 15 miles per hour. Any speeding, reckless or unsafe driving determined by the Association will be issued a citation. Vehicles with more than one citation will be banned from the Fairgrounds for a period of one year.

CAL-OSHA

Licensee shall comply and conform to any general and specific safety requirements contained in this Agreement or as required by law or regulation including the Federal and California Occupation Safety and Health Act (CAL-OSHA) standards applicable to ensuring a safe and healthful workplace and working conditions. Licensee shall promptly and immediately notify Association of any dangerous or hazardous conditions.

RECYCLING REQUIREMENTS

Licensee must instruct all associated personnel, exhibitors, staff, etc. to 'break down' cardboard boxes (flat) and place them beside the nearest trash receptacle. Designated areas will have recycling containers marked for aluminum, glass, and plastic beverage bottles. Please use these receptacles instead of the trashcans for these materials. No Styrofoam products are to be used for any reason. All cardboard boxes must be recycled. Licensee must comply with all state and local recycling ordinances.

EVENT PUBLICITY

The Association is not responsible for publicizing your event. The Association prohibits distribution of any materials of any description outside of the Licensee's contracted area within the Del Mar Fairgrounds without written consent from the Association. Licensee is subject to any costs incurred by the Association resulting from the enforcement and/or clean up of such activity associated with event.

EQUIPMENT RENTAL

Association equipment for rent is limited to availability of inventory on-hand. If equipment is rented from an outside source, Licensee will be responsible for all equipment rented (see Exclusive Services section). Powered equipment owned by the Association may only be operated by Association personnel.

DECORATIONS

All decorating materials must be approved by the Association and removed by the Licensee at the conclusion of the event. Candles and any open flame devices are prohibited.

Nothing may be attached to the Del Mar Fairgrounds facilities, ceiling curtains and equipment is prohibited. There shall be no outdoor use of confetti, glitter, or any helium balloon distribution. Balloons shall not be released into the atmosphere from the Fairgrounds. Any damage incurred to Association property by such items will be the responsibility of the Licensee and will be charged accordingly.

EXHIBITOR RULES

1. All exhibitor rules/materials must be pre-approved by Association's Event Manager.
2. No signs, banners, decorations, or materials of any nature are to be taped, tacked, secured, fastened or anchored to any building part, wall, pillar, door or window.
3. No outside food or beverage is allowed.
4. No items may be thrown at any time from vendor booth(s).
5. Boxes or trash may not be thrown into the aisles during show hours.
6. The Association is not responsible for any valuables and content from vendor spaces.
7. No items whatsoever are to be placed in the aisles (tables, chairs, product, etc.).
8. Literature on display shall be limited to reasonable quantities. Reserve supplies shall be kept in closed containers and stored in a neat and compact manner.
9. The use of flammable gases (Acetylene, Hydrogen, Propane, Butane and L.P.G.) is strictly prohibited inside the building.
10. Association will not be responsible for or accept deliveries.
11. Flame Retardant Treatment
 - a. All decorations, drapes, signs, banners, sails, acoustical materials, hay straw, moss, split bamboo, and all dried vegetation (palm fronds, cornstalks, etc.) shall be flame retarded to the satisfaction of the State Fire Marshal.
 - b. A State Fire Marshal's Certificate of Flame Retardancy is required, or the ability to pass the inspectors field flame test.
 - c. Most plastic materials cannot be made flame retardant and their use is prohibited.
12. Licensee, exhibitors, patrons and any other persons associated with the event are responsible to comply with the General Facility Rules and Regulations as adopted by the Board of Directors and posted on the website. Please contact your Event Manager.

ACCIDENTS OR INJURIES

All accidents and injuries must be reported immediately to the Associations' Event Manager.

ANIMALS

Animals and pets are not permitted on Association's property, except as an approved exhibit, activity or presentation legitimately requiring the use of animals, or as a service animal. Big cats, snakes, birds, lizards, exotic animals, and other non-common household pets unless approved by the Association are prohibited. Licensee is fully responsible for any pet(s) or animal(s) inside the rented area.

Petting Zoos- in order to limit the risks associated with animal-human contact, the following guidelines are to be adhered to if a petting zoo is part of your event.

Licensee will meet the guidelines established by the Center for Disease Control for animal exhibits with public contact.

1. Animals in petting zoos should be free from disease and in good health. Animals should not be aggressive or vicious in any way. Veterinary inspections prior to your event are recommended.
2. Animals, animal containment areas and animal bedding should be clean and free of feces.
3. Foreign objects such as toys, pacifiers, strollers, etc. should not be permitted in petting zoos.
4. Children 5 and under must be accompanied by an adult while in the petting zoo.
5. Under no circumstances shall any food or beverages be permitted in petting zoo areas.
6. Petting zoo rules should be posted in a prominent location.
7. A hand washing station with warm water must be located in close proximity to the exit of the petting zoo. The hand washing station should be stocked frequently with soap and paper towels.
8. An attendant located at the exit to the petting zoo should be provided to direct people to the hand washing station.

LOST & FOUND ARTICLES

The Association will not be responsible for any lost and/or found items.

COMPLIMENTARY TICKETS OR PASSES

The Association is to receive a minimum of twenty (20) complimentary admissions per performance and/or event day to all events open to the public conducted on Association's property. Admissions credentials/tickets should be given to the Association Event Manager ten (10) days prior to the event.

BOX OFFICE

If the Association provides box office services, licensee must use the Associations' exclusive ticket agency.

VIDEO RECORDING AND PHOTOGRAPHY

Videotaping an event is permitted provided that any broadcast or recording of the event for the reproduction will be for the Licensee's proprietary use and not for broadcast to the general public.

If Licensee is recording, videotaping or broadcasting any event (or portion thereof) for commercial purposes (i.e. concerts, awards ceremony, etc.) for a profit, a \$2,500 fee will be charged for the granting of this right.

DELIVERIES

The Association will not be responsible for property of the Licensee, their exhibitors, representatives or the general public. No deliveries will be accepted at the fairgrounds on behalf of the Licensee or any exhibitors.

STATEMENT OF CONDITIONS

The Interim Event Agreement provides the Licensee with the exclusive right, during the licensed period, for the use of the designated areas of the Association that are listed in the Interim Event Agreement. This includes the general floor space or designated areas, restrooms, janitorial services during actual event times, normal lighting and heating or A/C in those facilities where they are available. Licensee shall have the non-exclusive right to use the common areas of the Del Mar Fairgrounds to provide access, ingress and egress.

The basic rental fees do not include use of kitchen or concession areas, storage rooms, set-up or teardown of displays, materials, or exhibits, utilities, equipment or the public address systems.

CONDITION OF GROUNDS & FACILITIES

Licensee accepts the grounds and facilities, as they exist. Licensee accepts responsibility for the proper set-up of its activity(s) to ensure a safe environment. Licensee shall not allow the blocking of public utilities, exits, fire hose cabinets, fire sprinkler systems, electrical closets, aisles, corridors, passageways, stairways, elevators, escalators, roadways or driveways. Should Licensee view an area that they feel is unsafe, they are to correct it or notify the Association's Event Manager immediately.

DRONE POLICY

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, "drones") at any time on the property of the Del Mar Fairgrounds is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the Association. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors, and guests. Permission to stay or remain on Association policy may, in the discretion of the Association, be revoked for any person[s] in violation of this policy.

PAYMENTS

LATE CHARGES

A late fee of \$25 + 1% of the contractual payment amount will be assessed for any payment that is more than fifteen (15) days overdue. Additional late fees of 1% will be assessed every fifteen (15) days thereafter until the payment due is paid in full. Should Licensee fail to submit the required payments, as stated herein,

the Association reserves the right to cancel the event without further notice.

- END OF EXHIBIT A -

INSURANCE REQUIREMENTS

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, California Fair Service Authority, 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. All such insurance shall be written in form and underwritten by companies approved by the 22nd District Agricultural Association ("District") and acceptable to the California Fair Services Authority ("CFSA"). This may be provided by:

A. Insurance Certificate - The contractor/renter shall provide the District 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 Endorsement**: **"That the State of California, the 22nd District Agricultural Association, the Race Track Authority, the San Diego County Fair, the California Fair Services Authority, the California Department of Food and Agriculture, the California Department of Finance, the California Department of General Services, 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 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for all Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$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 and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$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, Cannabis Festivals/Trade shows. Mechanical bulls, extreme attractions all types that require a DOSH permit to operate, and stimulators; **\$1,000,000 per occurrence** for Rodeo Events all types **without** and Rough Stock events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contract/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

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 District property.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law; and **must include a "Waiver of Subrogation."**

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.

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:
 - **For Individual Events Only - District, along with District's address, is listed as the certificate holder.**
22nd DISTRICT AGRICULTURAL ASSOCIATION
ATTN: EVENTS DEPARTMENT
2260 JIMMY DURANTE BLVD.
DEL MAR, CA 92014-2216
 - 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 the District and 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 District, 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 the District and CFSA, 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 District 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.
- B. **Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the District 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 District 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 the District, 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 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, Extreme Attractions, Freefall Attractions, Mechanical Bulls, Simulators, Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact CFSA at (916) 921-2213 for further information or District's Contracts Manager at (858) 792-4263.

22nd DAA CANCELLATION POLICY

September 21, 2020

The Association reserves the right to retain all contractual payments if an event is cancelled. The Association may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the Association whose performance is prevented or rendered impractical. Should Licensee fail to submit the required payments and insurance certificate per Exhibit B, the Association reserves the right to cancel the event.

Neither the Association nor the Licensee shall be in default under this Event Agreement, and may therefore cancel and discharge all remaining obligations under this agreement, if such party's inability to perform its obligations under this Event Agreement was caused by a Force Majeure. As used in this Event Agreement, "Force Majeure" includes acts of God, governmental delays, acts of terrorism, fire, flood, riot, earthquake, civil commotion, epidemics, pandemics, contagions, insurrection, labor disputes, strikes, war shortage of or inability to obtain materials, supplies, or utilities, any law ordinance, rule or regulation, and any other events beyond the reasonable control of the party claiming the Force Majeure.

Additionally, the Association is designated, by various governmental agencies, as an emergency evacuation site in the event of (1) a natural disaster or (2) upon a declaration issued by the federal, state, county, city or local authorities requiring the Association to function as an emergency evacuation site. In the event the Association is required for any reason to function as an emergency evacuation site, the Association in its sole and absolute discretion may cancel this Event Agreement, without further obligation, by providing the other party with 24 hours' notice. Upon receipt of notice of cancellation, Licensee shall immediately vacate the premises.

2023 San Diego County Fair Judges Agreements

Contract #	Judge	Description	Dates	Amount
23-19J	Monica Edwards	Fine Arts Entries	May 13, 2023	\$200.00
23-20J	Joe A. Oakes	Fine Arts Entries	May 13, 2023	\$200.00
23-21J	Nancy C. Swan	Fine Arts Entries	May 13, 2023	\$200.00
23-22J	Elizabeth McGhee	Fine Arts Entries	May 13, 2023	\$200.00
23-23J	Lyndelle Stonick Garringer	Fine Arts Entries	May 13, 2023	\$200.00
23-24J	Noreen Ring	Fine Arts Entries	May 13, 2023	\$200.00
23-25J	Tiffany Wai-Berres	Fine Arts Entries	May 13, 2023	\$200.00
23-26J	Isabelle Alessandra	Fine Arts Entries	May 13, 2023	\$200.00
23-27J	Victor Fisher	Fine Arts Entries	May 13, 2023	\$200.00
23-28J	Drew Bandish	Fine Arts Entries	May 13, 2023	\$200.00
23-29J	Chuck McPherson	Fine Arts Entries	May 13, 2023	\$150.00
23-30J	Rob Sidner	Design In Wood Entries	May 24, 2023	\$350.00
23-31J	Greg Wease	Design In Wood Entries	May 24, 2023	\$200.00
23-32J	Stephen Caudana	Design In Wood Entries	May 24, 2023	\$350.00
23-33J	Del Cover	Design In Wood Entries	May 24, 2023	\$300.00
23-34J	Russ Filbeck	Design In Wood Entries	May 24, 2023	\$300.00
23-35J	Mark Stook	Design In Wood Entries	May 24, 2023	\$200.00
23-36J	Roger Solheid	Design In Wood Entries	May 24, 2023	\$150.00
23-37J	Kevin Sheehan	Design In Wood Entries	May 24, 2023	\$150.00
23-38J	Patrick Quinn	Design In Wood Entries	May 24, 2023	\$200.00
23-39J	Jim Simpson	Design In Wood Entries	May 24, 2023	\$150.00
23-40J	Robert Jacobson	Design In Wood Entries	May 24, 2023	\$150.00
23-41J	Ross Gilroy	Design In Wood Entries	May 24, 2023	\$150.00
23-42J	Don Owen	Design In Wood Entries	May 24, 2023	\$150.00
23-43J	David John	Design In Wood Entries	May 24, 2023	\$150.00
23-44J	Dale Hower	Design In Wood Entries	May 24, 2023	\$150.00
23-45J	Mick Yarbrough	Design In Wood Entries	May 24, 2023	\$200.00
23-46J	Ray Calloway	Design In Wood Entries	May 24, 2023	\$200.00
23-47J	Anita Amsberry	Design In Wood Entries	May 24, 2023	\$200.00

SAMPLE AGREEMENT

22nd District Agricultural Association Judging Agreement

This Judging Agreement ("Agreement") is made and entered into this Date day of Year ("Effective Date"), by and between the 22nd District Agricultural Association, a California state institution ("District") and Name ("Judge"). District and Judge are sometimes collectively referred to in this Agreement as "the Parties."

For and in consideration of the covenants and conditions in this Agreement, the Parties agree as follows:

1.0 Judge Obligations. The Judge shall serve as a judge at the District's 2023 County Fair and will provide the following judging services Category ("Judging Services"). The Judge shall provide Judging Services on Judging Date ("Judging Date").

2.0 District Obligations. In consideration for Judge's performance under this Agreement, District shall pay Judge \$XXX, which amount includes payment for all expenses ("Payment"). District shall make Payment to Judge upon completion of Judge's obligations under this Agreement. This Agreement must be executed by Judge and received by District by Execution Date in order to guarantee payment by District on the Judging Date; otherwise, District will provide payment to Judge within ten (10) calendar days of the Judging Date.

3.0 Force Majeure and Cancellation of Agreement. District shall not be liable for nonperformance under this Agreement if the nonperformance is caused by an event of Force Majeure. Events of Force Majeure shall include, but not be limited to, Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

3.2. Cancellation. The District shall have the exclusive right to cancel this Agreement if there is no participation in the event for which Judge is to provide Judging Services. If the Agreement is cancelled under this Section 3.2, the Parties shall be excused from performance under this Agreement.

4.0 General Provisions

4.1. The Parties agree that Judge, and any agents and employees of Judge, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District.

4.2. This Agreement may be terminated and the provisions of this Agreement may be altered, changed or amended by mutual written consent of the Parties.

4.3. If Judge is deemed a nonresident independent contractor, Judge acknowledges and agrees that Judge may be subject to a 7% withholding by the California Franchise Tax Board.

4.4. This Agreement constitutes the entire agreement between the Parties with respect to the matters in this Agreement and supersedes any prior writings and oral negotiations. This Agreement may be modified only in writing by the Parties.

In witness whereof, the Parties have caused this Agreement to be executed, in triplicate, by and through their respective authorized agents, as of the Effective Date.

22nd District Agricultural Association

Judge's Signature

By:

Carlene Moore, Chief Executive Officer

Judge's Name [Printed]

Address

City, State, Zip

Account Number: 600-100-60

Email address

Telephone number

2023 San Diego County Fair Agriculture & Education Agreements

Contract #	Contractor	Description	Dates	Amount
23-1208	KM Creative Solutions	Provide no less than four animatronic bugs for display in the CA Grown exhibit	Run of the Fair	\$13,500.00
23-1209	Foyil Farms, LLC	Provide animals for the CA Grown exhibit	Run of the Fair	\$5,000.00
23-1210	Assistance League of Rancho San Dieguito	Help with Student Showcase entry in-take	May 19 thru May 26	\$2,465.00
23-1211	Contemporary Women of North County	Help with in-take, lay out and set0up for Student Showcase and Design In Wood	May 19 thru ay 23 June 5 and 6	\$3,175.00
23-1212	Al Bahr Shrine	Help with Flower Show: building caged area, paint walls and floor, inventorying boxes, clean vases and tools Help with Student Showcase: tables set-up, help with entry in-take, hang competitive ribbons, assemble display panels Help Homemade: prep exhibit for setup	May 1 thru 20 June 30 July 2 and 3	\$5,344.00
23-1213	GFWC Mira Mesa Women's Club	Help with Fine Arts entry in-take. Help with Fine Arts tear down after the Fair ends	May 9 thru May 13 July 5 thru July 8	\$575.00
23-1214	Assault Amphibian School	Help with Garden Show set-up, set Livestock pens and unload containers	April 24 thru 27 and May22 thru June 2	\$8,000.00

2023 SDCF COMMERCIAL AGREEMENTS

Contract #	Vendor	Product Category	Contract Total
23-0 17CM	1st Look LLC	Home Decor	\$ 8,750.00
23-0 18CM	1st Look LLC	Home Improvement	\$ 4,500.00
23-0 19CM	Action Promotions	Jewelry	\$ 7,875.00
23-0 20CM	Action Orthotics	Orthotics	\$ 8,850.00
23-0 21CM	Advanced Exteriors, Inc.	Home Improvement	\$ 3,800.00
23-0 24CM	All About Dips	Dips	\$ 8,875.00
23-0 25CM	All Around Products	pet Products	\$ 4,250.00
23-0 26CM	Alpha	Greeting Cards/ Hats	\$ 5,625.00
23-0 27CM	American Home Remodeling	Home Improvement	\$ 8,000.00
23-0 28CM	Angelo's Comics	Comic Books	\$ 5,155.00
23-0 30CM	Autos R Us	Automotive Accessories	\$ 8,375.00
23-0 31CM	Avi Unique Jewelry	Jewelry	\$ 7,055.00
23-0 32CM	Azero Jewelry-Name Rings	Jewelry	\$ 3,905.00
23-0 34CM	Amazon Wonders	Lorikeet Encounter	\$ 5,765.00
23-0 35CM	Amazon Wonders	Wax Hand Activity	\$ 6,800.00
23-0 38CM	Bath Fitter	Home Improvement	\$ 7,500.00
23-0 39CM	Belt Bonanza	Belts	\$ 9,070.00
23-0 40CM	Bhu Namdol	Clothing	\$ 7,770.00
23-0 42CM	Bhu Namdol	Clothing	\$ 4,000.00
23-0 43CM	Black & White Art Studio	Art	\$ 3,750.00
23-0 44CM	Borgil Enterprises	Back Massager	\$ 4,785.00
23-0 45CM	Borgil Enterprises	Sponges	\$ 4,500.00
23-0 48CM	Buddha's Gift	International Gifts	\$ 8,375.00
23-0 49CM	Buddha's Gift	International Gifts	\$ 8,000.00
23-0 56CM	Cali Charmz	Croc Charms	\$ 8,030.00
23-0 57CM	California Solutions	CBD Topicals	\$ 4,445.00
23-0 58CM	Calipso Enterprises	Hats	\$ 9,390.00
23-0 59CM	Cal Spec Enterprises Inc. DBA Calbath Renovations	Home Improvement	\$ 8,475.00
23-0 60CM	H&H Brands 30 Second Salsa	Dips	\$ 8,375.00
23-0 61CM	Careco LLC	Shoe Cleaner	\$ 4,780.00
23-0 62CM	Canu Marketing	Eyebrow makeup	\$ 8,750.00
23-0 63CM	Cayamoon	Crystals	\$ 8,030.00
23-0 64CM	Cayamoon	Crystals	\$ 6,955.00
23-0 65CM	Chapman Fashion Int.	Jewelry	\$ 13,095.00
23-0 66CM	Chapman Fashion Int.	Jewelry	\$ 13,140.00
23-0 71CM	Adventureful Inc. dba Collectivescents.com	Scented Wax	\$ 4,485.00
23-0 72CM	Corium 21 OR LLC	Aloe Skin Cream	\$ 375.00
23-0 73CM	Corky's Signs	Carves Signs	\$ 9,430.00
23-0 74CM	Creative Henna	Henna	\$ 12,045.00
23-0 75CM	Caricatures by John	Caricatures	\$ 9,665.00
23-0 76CM	Crystal Psychic Reader	Psychic Reader	\$ 3,400.00
23-0 77CM	Culligan of San Diego	Water Service	\$ 8,375.00
23-0 78CM	Cutco	Kitchen Utensils	\$ 8,000.00
23-0 79CM	Cynthia Gustafson DBA The Larimar Stone	Jewelry	\$ 12,375.00
23-0 80CM	D & M Rock & Gem	Jewelry	\$ 7,805.00
23-0 82CM	DamonArts Event Caricatures	Caricatures	\$ 3,400.00
23-0 83CM	Davinci Teeth Whitening	Teeth Whitening	\$ 7,875.00
23-0 85CM	Delara Fine Gems and Jewelry	Jewelry	\$ 5,780.00
23-0 86CM	Di-Lar Industrial Supply Inc	Home Improvement	\$ 8,100.00
23-0 87CM	Diploma Artwork	Framing	\$ 3,750.00
23-0 88CM	SoCal Arts	Art	\$ 15,305.00
23-0 89CM	Donan Inc	Clothing	\$ 8,485.00
23-0 90CM	Dreamstyle Remodeling	Home Improvement	\$ 7,600.00
23-0 91CM	DThao shop	Crochet Gifts	\$ 3,750.00

2023 SDCF COMMERCIAL AGREEMENTS

23-0 93CM	ELAUN	Clothing	\$ 7,655.00
23-0 94CM	Mahlon Moore (Elephants Etc.)	International Gifts	\$ 3,475.00
23-0 95CM	Elizabeth Shutters	Home Improvement	\$ 4,175.00
23-0 96CM	Embroidery Unlimited	Hats	\$ 8,375.00
23-0 97CM	Epstein Industrial Supply Inc.	Home Improvement	\$ 4,500.00
23-0 98CM	Airplanteria LLC	Air Plants	\$ 3,775.00
23-0 99CM	Arctic Chaga	Health & Wellness	\$ 7,500.00
23- 101CM	Big Bully Turf	Turf Vendor	\$ 7,600.00
23- 102CM	Bosky Hat Co LLC	Hats	\$ 4,280.00
23- 104CM	California Gemstones	Jewelry	\$ 3,825.00
23- 105CM	Exmore Inc.	Leather Clothing	\$ 8,530.00
23- 106CM	Face Painting by KC	Face Painting	\$ 1,530.00
23- 107CM	Fallbrook Gem and Mineral Society	Jewelry	\$ 8,755.00
23- 108CM	Granite Transformations	Home Improvement	\$ 8,675.00
23- 109CM	Florida's Best Inc.	Health & Wellness	\$ 8,375.00
23- 110CM	GE Roofing Inc., dba A-1 Rain Gutters	Home Improvement	\$ 4,175.00
23- 111CM	Generations	Novelty Items	\$ 7,830.00
23- 112CM	Gina Palculich Geodes	Geodes	\$ 3,980.00
23- 113CM	Ghost Scream Hot Sauce	Hot Sauce	\$ 4,625.00
23- 114CM	Ghost Scream Hot Sauce	Hot Sauce	\$ 4,000.00
23- 115CM	Glittery LLC	Face Painting	\$ 5,625.00
23- 116CM	Child Evangelism Fellowship	Bible Stories	\$ 2,990.00
23- 117CM	Green Acres Nursery	Plant Sales	\$ 3,930.00
23- 118CM	Grizzly Joe's Seasoning	Food Seasoning	\$ 4,780.00
23- 120CM	Hawaiian Moon	Jewelry	\$ 3,750.00
23- 126CM	High Seas Trading Co.	Clothing	\$ 8,000.00
23- 127CM	Hortencia Purses	Bags/ Purses	\$ 7,500.00
23- 128CM	Howard Industries	Home Improvement	\$ 3,800.00
23- 129CM	Ikon Associates	Jewelry	\$ 7,805.00
23- 130CM	Infinity Lights	Crystals	\$ 7,655.00
23- 131CM	Infinity Lights	Crystals	\$ 3,955.00
23- 132CM	Inka's Art	Clothing	\$ 3,145.00
23- 133CM	Innovated Designs	Home Decor	\$ 8,530.00
23- 134CM	Instant Shine Cleaners	Jewelry	\$ 7,500.00
23- 135CM	Janken Deck	Playing Cards	\$ 3,750.00
23- 136CM	Jhana International Inc	Glass Cleaner	\$ 4,250.00
23- 137CM	Karen Doyle	Face Painting	\$ 2,000.00
23- 138CM	Keep Safe California	Safes	\$ 9,030.00
23- 139CM	Kelly Styles	Jewelry	\$ 5,780.00
23- 140CM	KHAUSAK	Hispanic Clothing/ Art	\$ 9,015.00
23- 141CM	Kitchen Craft	Cookware	\$ 8,500.00
23- 142CM	LAS CHAMULAS ARTESANIAS MEXICANAS	Hispanic Clothing/ Art	\$ 6,155.00
23- 143CM	LeafFilter North, LLC	Home Improvement	\$ 3,800.00
23- 145CM	LILI AND ME	Buttons/ Pins	\$ 8,530.00
23- 146CM	LowDawg marketing	Health & Wellness	\$ 3,905.00
23- 147CM	Luxe Retail LLC	Nail Polish	\$ 8,375.00
23- 148CM	M & E SALES	Patio Umbrella	\$ 7,600.00
23- 149CM	M & E SALES	Eectric Scooter	\$ 3,800.00
23- 150CM	Mark Enterprises Inc	Gel Insoles	\$ 3,750.00
23- 151CM	MCS Jewelry	Jewelry	\$ 3,750.00
23- 152CM	Mule Inc	Wallets	\$ 3,750.00
23- 153CM	My Green Home, Inc.	Home Improvement	\$ 8,350.00
23- 154CM	Nani's Bonita Beauty Supply	Health & Wellness	\$ 7,500.00
23- 155CM	New England Leatherworks	Leather Products	\$ 7,875.00
23- 156CM	NIFTY 50'S	Pop Culture Memorbelia	\$ 7,175.00

2023 SDCF COMMERCIAL AGREEMENTS

23- 157CM	Norwex	Cleaning Solutions	\$ 4,300.00
23- 158CM	Pace Group Inc	Wine Opener	\$ 4,000.00
23- 159CM	PET WALKER PLUS	Pet Products	\$ 4,250.00
23- 160CM	Pibe Sports	Sports Jerseys	\$ 11,625.00
23- 161CM	PIYOGA	Yoga Clothing	\$ 3,750.00
23- 162CM	Portrilux	Metal PRints	\$ 7,500.00
23- 163CM	Portrilux	Metal PRints	\$ 7,300.00
23- 164CM	Precious Petals Clothing	Children Clothing	\$ 1,495.00
23- 165CM	Psychic Shop	Psychic	\$ 4,280.00
23- 166CM	Ralph's Sportswear, LLC dba Allegiance Clothing	Clothing	\$ 3,775.00
23- 167CM	Rayne Water	Water Service	\$ 8,250.00
23- 168CM	Redfern Ent. Inc.	Instachill	\$ 8,000.00
23- 169CM	Redfern Ent. Inc.	Shower Head/ Foot Bucket Massager	\$ 8,000.00
23- 170CM	Redfern Ent. Inc.	Back Massager	\$ 8,000.00
23- 171CM	Redfern Ent. Inc.	Treadmill	\$ 8,950.00
23- 172CM	Refreshed Enterprise	Shoe Cleaner	\$ 8,375.00
23- 173CM	Renewal by Anderson	Home Improvement	\$ 3,800.00
23- 174CM	RIKI CO. (Sock Empire)	Socks	\$ 7,655.00
23- 175CM	Rock of Israel	Products of Isreal	\$ 6,000.00
23- 176CM	Rufio's Socks Inc	Socks	\$ 8,905.00
23- 177CM	Rufio's Socks Inc	Socks	\$ 8,155.00
23- 178CM	San Diego Pools	Home Improvement	\$ 7,975.00
23- 179CM	Shader Productions	Jewelry	\$ 5,625.00
23- 180CM	Shasta Fashions	Clothing	\$ 7,500.00
23- 183CM	Solatube Home	Home Improvement	\$ 8,100.00
23- 185CM	Sunny West	Clothing	\$ 7,500.00
23- 186CM	Superior Water	Water Service	\$ 8,000.00
23- 187CM	Superlamb	Wool Items	\$ 11,900.00
23- 188CM	System Pavers	Home Improvement	\$ 7,600.00
23- 189CM	TGS Trading Company	Health & Wellness	\$ 4,000.00
23- 192CM	TLG Adhesives LLC	Glue	\$ 4,530.00
23- 193CM	TLM International Inc	Scooters	\$ 4,250.00
23- 194CM	ToeAsis	Toe Rings	\$ 8,375.00
23- 195CM	Traeger Pellet Grills LLC	Grills	\$ 17,325.00
23- 196CM	Traeger Pellet Grills LLC	Grills	\$ 7,500.00
23- 197CM	Tropical Attitudes Gear	Clothing	\$ 8,375.00
23- 198CM	TUPPERWARE	Tupperware	\$ 4,625.00
23- 199CM	U.S. Jaclean, Inc.	Massage Chair	\$ 13,050.00
23- 200CM	West Coast Rocks	Jewelry	\$ 7,430.00
23- 201CM	Campfire Foods NW	Dips	\$ 8,375.00
23- 202CM	CASTILLO'S WIRELESS	Sunglasses	\$ 6,800.00
23- 203CM	Castillos INC	Cell Accessories	\$ 6,960.00
23- 205CM	CASTILLO'S WIRELESS	Cell Accessories	\$ 4,000.00
23- 206CM	Corium 21 OR LLC	Health & Wellness	\$ 4,000.00
23- 207CM	Eurshine USA, Inc. I	Mobiity Scooter	\$ 8,500.00
23- 208CM	Eurshine USA, Inc. I	Pillows & Sheets	\$ 9,195.00
23- 211CM	Sow and Associates	Clothing	\$ 6,685.00
23- 212CM	Geoshi Designs	Jewelry	\$ 6,695.00
23- 213CM	Geoshi Designs	Jewelry	\$ 4,250.00
23- 216CM	Gnome Hollow Candle and Soap Co.	Soap	\$ 4,375.00
23- 220CM	Hawaiian Jewelry Inc.	Jewelry	\$ 8,695.00
23- 221CM	House of Pistacios	Nuts & Fruits	\$ 13,095.00
23- 222CM	Huaraches Artesanales Sahuayo	Hispanic Items	\$ 7,900.00
23- 223CM	Hurd Enterprises	Home Decor	\$ 7,875.00
23- 224CM	Icky Pop	Patches	\$ 3,750.00

2023 SDCF COMMERCIAL AGREEMENTS

23- 225CM	INDOCRAFT	Clothing	\$ 7,285.00
23- 226CM	International Leather	Leather Products	\$ 9,440.00
23- 228CM	J.H. Store	Home Decor	\$ 4,485.00
23- 229CM	Jana Mcknight DBA My Fair Photo	Photo Booth	\$ 3,685.00
23- 232CM	Joycoast	Sun Glasses	\$ 5,625.00
23- 237CM	Leabrig	Parasols	\$ 5,655.00
23- 240CM	Leather E	Leather Products	\$ 4,390.00
23- 242CM	LEA'S CHINESE GIFTS	Chinese Products	\$ 4,235.00
23- 245CM	MDS Enterprises	Splat Ball	\$ 5,220.00
23- 246CM	Mexican Candy	Candy	\$ 3,630.00
23- 248CM	Modern Sunshine	Name Art	\$ 4,640.00
23- 249CM	Mojo Sports LLC	Soccer Game	\$ 10,420.00
23- 251CM	Ocean Sales Ltd.	Back Massager	\$ 13,580.00
23- 252CM	Ocean Sales Ltd.	Health & Wellness	\$ 8,500.00
23- 256CM	Out of My Mind	Spray Paint art	\$ 8,885.00
23- 260CM	Paul's Products	Kinetic Sand	\$ 6,915.00
23- 261CM	Peruvian Wonders	Clothing	\$ 7,985.00
23- 262CM	PNW International Inc	Cocktail Bombs	\$ 8,500.00
23- 263CM	Amazon Wonders	Reptile Photo Op	\$ 6,800.00
23- 264CM	Branch and Vine	Olive Oil	\$ 4,235.00
23- 268CM	Fickle Finger Airbrush	Airbrushed Products	\$ 10,150.00
23- 269CM	Fickle Finger Airbrush	Henna Tattoos	\$ 8,200.00
23- 270CM	First 2 Market Products	Grip Stic	\$ 8,695.00
23- 271CM	Francesco Palmieri	CBD Topicals	\$ 3,750.00
23- 272CM	Omar Industries	Puppets	\$ 3,630.00
23- 273CM	PaperPie	Bookstore	\$ 4,695.00
23- 278CM	Premium Cashmere	Cashmere products	\$ 8,340.00
23- 279CM	Primera Enterprises	Sand Art	\$ 5,940.00
23- 280CM	PS Products	Sticky Buddy	\$ 4,250.00
23- 281CM	Randy's Pet Supply	Pet Products	\$ 8,480.00
23- 283CM	Reborn Cabinets	Home Improvement	\$ 3,800.00
23- 284CM	Remember When Photos	Photo Booth	\$ 8,965.00
23- 287CM	RM Art Designs	Lamps	\$ 22,500.00
23- 295CM	So Relax California, Inc.	Massage	\$ 9,515.00
23- 296CM	Solar Wholesale	Home Improvement	\$ 7,600.00
23- 297CM	SUNSHINE KITCHEN PRODUCTS I	Mop	\$ 8,875.00
23- 298CM	SUNSHINE KITCHEN PRODUCTS I	KLAD Cookware	\$ 8,735.00
23- 301CM	TEE WREXX, LLC	Clothing	\$ 5,180.00
23- 302CM	Teen Trend	Clothing & Accessories	\$ 5,960.00
23- 303CM	TGOD LLC	Game Console	\$ 8,375.00
23- 304CM	TGOD LLC	Game Console	\$ 7,500.00
23- 305CM	The Amber Gift Shop	International Gifts	\$ 8,875.00
23- 306CM	The Caricature Entertainment	Caricatures	\$ 4,380.00
23- 307CM	The Caricature Entertainment	Caricatures	\$ 4,000.00
23- 311CM	TOUCH OF PURPLE	Jewelry	\$ 5,840.00
23- 313CM	Ultra Dzolik	Cork Products	\$ 8,485.00
23- 314CM	UNCOMMON USA	Flagpoles	\$ 12,150.00
23- 315CM	UNCOMMON USA	Flagpoles	\$ 4,000.00
23- 316CM	Upcycled Works	Hand Made Accessories	\$ 4,050.00
23- 317CM	Urban Nomads Inc.	Diffuser	\$ 6,125.00
23- 321CM	VERSA PRODUCTS	Sweeper	\$ 6,750.00
23- 322CM	VERSA PRODUCTS	Flatstax	\$ 6,000.00
23- 323CM	Vitamix	Blender	\$ 14,300.00
23- 324CM	We Have Your Flag	Flags	\$ 7,345.00
23- 325CM	West Coast Innovations Int'l	Humidifier	\$ 10,430.00

2023 SDCF COMMERCIAL AGREEMENTS

23- 326CM	West Coast Innovations Int'l	Cyclone Stool	\$ 5,625.00
23- 329CM	Wimberly Flying Toys	Face Painting	\$ 1,980.00
23- 330CM	Wow Entertainment	Walk on Water	\$ 8,985.00
23- 331CM	Dandy Souvenirs	Novelty Light Up toys	\$ 16,895.00
23- 332CM	Deoja Creations, LLC	Clothing & Accessories	\$ 7,875.00
23- 333CM	Deoja Creations, LLC	Clothing & Accessories	\$ 2,990.00
23- 334CM	Ego Electric Bikes San Diego	Electric Bikes	\$ 3,750.00
23- 336CM	A Blend Above LLC	Dips	\$ 9,445.00
23- 337CM	Forest Art	Art	\$ 12,155.00
23- 340CM	GQ Distribution Inc.	Bamboo Sheets & Pillows	\$ 8,100.00
23- 341CM	House of Kashmir, Inc.	Tapestry	\$ 8,485.00
23- 342CM	Bamboo Sheets & Bamboo Pillows	Bamboo Sheets & Pillows	\$ 8,375.00
23- 346CM	Garhua	International Gifts	\$ 11,185.00
23- 347CM	Happy Day Pony Ride	Pony Rides	\$ 33,055.00
23- 348CM	Health Quest Enterprises	Orthotics	\$ 4,125.00
23- 349CM	House of Pistacios	Nuts & Fruits	\$ 5,400.00
23- 354CM	Jan Cates dba The Cates Company	Jewelry	\$ 8,000.00
23- 355CM	Jan Cates dba The Cates Company	Jewelry	\$ 8,375.00
23- 358CM	Lakeside Product Inc.	Household items	\$ 9,070.00
23- 360CM	Shane Lee	Clothing & move Memorabilia	\$ 8,375.00
23- 362CM	Sheena Chou DBA Patchy Patchenstein	Patches	\$ 4,750.00
23- 367CM	Your Door Our Glass	Home Improvement	\$ 4,300.00
23- 368CM	Yurivilca's Made	International Gifts	\$ 8,555.00
23- 374CM	H.I.S.C Inc	Hose Nozzle	\$ 4,175.00
23- 376CM	Keva Krystals	Crystals	\$ 3,750.00
23- 377CM	Ella Bella Collection	Soap	\$ 4,625.00
23- 380CM	Matthew Mohammadi dba Own Your Own Arcade Game	Game Console	\$ 4,300.00
23- 381CM	Navera LLC	Crystals	\$ 3,750.00
23- 382CM	O'Ryan LLC	Sungasses	\$ 6,360.00
23- 383CM	O'Ryan LLC	Hats	\$ 10,700.00
23- 384CM	O'Ryan LLC	Hats	\$ 8,500.00
23- 385CM	Pristine Promotions LLC	Gadges & Neat Stuff	\$ 10,525.00

SAMPLE AGREEMENT

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is by and between the 22nd District Agricultural Association, (“Association”), commonly known as the Del Mar Fairgrounds (“Fairgrounds”), and (“Renter”).

Association and Renter may be collectively referred to as the “Parties”.

1. Association hereby grants to the Renter the right to occupy the space(s) known as: located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, California 92014 (“Premises”) for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The term of this Agreement begins on **June 3, 2023** and ends on **July 6, 2023 (Dates include set-up and teardown)**. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
3. The purposes of occupancy shall be limited to products/services as listed and shall be for no other purpose whatsoever. **PRODUCTS NOT LISTED ON THIS AGREEMENT MAY NOT BE SOLD OR DISPLAYED.**

4. Renter agrees to pay for the rights and privileges hereby granted, the amounts and in the manner set forth below:
SPACE RENT: DUE DATE: **Upon receipt**

5. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds, and their respective agents, directors, and employees (collectively the “State”) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

6. Renter agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
7. Renter will not be authorized to open its Food space operation unless and until it satisfies, or is in compliance with, each of the requirements set forth in this agreement.
8. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement.

9. Special Provisions:

10. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

Exhibits A (Licensee Handbook); **B** (Insurance Statement); **C** (Standard Contract Terms and Conditions); **F** (Worker’s Comp Exempt Statement); and **G** (Storm Water Policy)

ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

THIS AGREEMENT IS NON-TRANSFERABLE. Your signature below serves as your acknowledgement that you have read and will abide by the information and content of attached exhibits.

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

12-32 on the reverse, are a part of this contract.

22ND DISTRICT AGRICULTURAL ASSOCIATION
2260 JIMMY DURANTED BLVD.
DEL MAR, CA 92014

BY _____

TITLE: **CEO CARLENE MOORE**

DATE: _____

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

Owner:

Address:

BY: _____ (OWNER)

DATE: _____

12. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
13. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
14. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
15. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
16. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
17. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
18. Association may provide security related services, including the reasonable protection of the property of Renters. Notwithstanding the foregoing, but Association shall not be responsible for loss or damage to the property of Renter.
19. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
20. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
21. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
22. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination with or without cause by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 48 hours prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
- If by any reason the Association is unable to perform their material rental obligations in connection with this Agreement, as a result of any Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of Association property, or other buildings or facilities on the Association's fairgrounds property or other cause not reasonably within the Association's control and which renders the Associations obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the Association may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.
26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon

any of the Parties.

32. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association

2023 SDCF CONCESSIONS AGREEMENTS

Contract Number	Vendor	Main Menu Item	Commission
23-0 22CN	Action Foods	Sausages	25.00%
23-0 23CN	Alamo Amusements	Funnel Cakes	25.00%
23-0 29CN	Australian Battered Potatoes LLC	Battered potatoes	25.00%
23-0 33CN	Alamo Amusements	Cotton Candy/ Sweets	25.00%
23-0 46CN	Brander Enterprises Inc.	Texas Donuts	25.00%
23-0 47CN	Brander Enterprises Inc.	Mini Donuts	25.00%
23-0 50CN	Brogdon Concessions Inc.	Pizza	25.00%
23-0 51CN	Brogdon Concessions Inc.	Bacon-A-Fair	25.00%
23-0 52CN	C&C Concessions Inc.	BBQ	25.00%
23-0 53CN	C&C Concessions Inc.	BBQ	25.00%
23-0 54CN	C&C Concessions Inc.	Corn Dog	25.00%
23-0 55CN	C&C Concessions Inc.	Hamburger	25.00%
23-0 67CN	Chicken Charlies Enterprises	Chicken/ Fried Desserts	25.00%
23-0 68CN	Chicken Charlies Enterprises	Chicken/ Fried Desserts	25.00%
23-0 69CN	Chuckwagon	BBQ	25.00%
23-0 70CN	Chuckwagon	BBQ	25.00%
23-0 81CN	D&D Country Fair Cinnamon rolls	Cinnamon rolls	25.00%
23-0 84CN	Dee's Concesions	Fried Chicken	25.00%
23-0 92CN	Duggans Concessions	Orange Julius	25.00%
23- 100CN	B & J Concessions LLC	Indian Fry Bread	25.00%
23- 121CN	HDS FAIR CO (Hot Dog on a Stick)	Corn Dog/ Cheese on a Stick	25.00%
23- 122CN	HDS FAIR CO (Hot Dog on a Stick)	Corn Dog/ Cheese on a Stick	25.00%
23- 123CN	HDS FAIR CO (Hot Dog on a Stick)	Corn Dog/ Cheese on a Stick	25.00%
23- 124CN	Helm & Sons Amusements	Cotton Candy/ Sweets	25.00%
23- 125CN	Helm & Sons Amusements	Slushees	25.00%
23- 144CN	Leavitt Family Trust dba Odyssey Foods, Inc.	Lemonade	25.00%
23- 181CN	SHN INC (Roxy's)	Artichoke Sandwich	25.00%
23- 182CN	SHN INC (Roxy's)	Coffee	25.00%
23- 184CN	Stizzy Works LLC	Boba Drinks	25.00%
23- 190CN	Copper Kettle	Kettle Corn	25.00%
23- 191CN	Copper Kettle	Kettle Corn	25.00%
23- 204CN	Castillos INC	Orange Treet	25.00%
23- 209CN	MAVERICK CONCEPTS	Fish & Chips	25.00%
23- 210CN	MAVERICK CONCEPTS	Mexican Funnel Cake	25.00%
23- 214CN	Gina Lockaby Concessions	Grilled Cheese	25.00%
23- 215CN	Gina Lockaby Concessions	Hand Pies	25.00%
23- 217CN	Golden West Concessions Inc.	BBQ	25.00%
23- 218CN	Golden West Concessions Inc.	Curly Fries	25.00%
23- 219CN	Hallak Sisters Inc.	Candy Store/ Dole Whip	25.00%
23- 227CN	J&A Foods LLC	Cookies	25.00%
23- 230CN	JLQ Concessions	Mexican Food	25.00%
23- 231CN	JLQ Concessions	Chineese Food	25.00%
23- 233CN	Juicy's	BBQ	25.00%
23- 234CN	Juicy's	BBQ	25.00%
23- 235CN	Juicy's	BBQ	25.00%
23- 236CN	L & S CONCESSIONS	Sausages/ Sandwiches	25.00%
23- 238CN	Leap of Faith Adventures, Inc. (JK Dots)	Dippin' dots	25.00%
23- 239CN	Leap of Faith Adventures, Inc. (JK Dots)	Dippin' dots	25.00%
23- 241CN	Leavitt Family Trust dba Odyssey Foods, Inc.	Lemonade	25.00%
23- 243CN	Lori's Concessions Inc.	Tasti Chips	25.00%
23- 244CN	Lori's Concessions Inc.	Tasti Burger	25.00%
23- 247CN	M. HILL ENTERPRISES, INC.	Ice Cream	25.00%
23- 250CN	O Entertainment (Lobster Shack)	Lobster	25.00%
23- 253CN	Odyssey Foods, Inc.	Cotton Candy/ Sweets	25.00%
23- 254CN	Odyssey Foods, Inc.	Lemonade	25.00%

2023 SDCF CONCESSIONS AGREEMENTS

23- 255CN	Odyssey Foods, Inc.	Lemonade	25.00%
23- 257CN	Pacific Coast Concessions	Corndog	25.00%
23- 258CN	Pacific Coast Concessions	Mini donuts	25.00%
23- 259CN	Paul's Products	Gourmet Chocolate/ Candy Apples	25.00%
23- 265CN	Event Food Services (ICEE)	Icee	25.00%
23- 266CN	Event Food Services (ICEE)	Icee	25.00%
23- 267CN	Family A Fair (Pink's Hot Dogs)	Hot dogs	25.00%
23- 274CN	Paradise Management LLC	Back of House Stand for Staff	12.00%
23- 275CN	PHD & ME	Pretzels	25.00%
23- 276CN	PHD & ME	Pretzels	25.00%
23- 277CN	PHD & ME	Shave ICe	25.00%
23- 282CN	RCS	Biggys BBQ	25.00%
23- 286CN	Rico's Manjares Mosita	Mexican Food	25.00%
23- 289CN	Ryan Needham Concessions	Pastrami Sandwiches	25.00%
23- 290CN	Ryan Needham Concessions	Fudge	25.00%
23- 291CN	Ryan Needham Concessions	Fudge	25.00%
23- 292CN	Ryan Needham Concessions	Ice Cream	25.00%
23- 293CN	Ryan Needham Concessions	Greek Food	25.00%
23- 294CN	Ryen, LLC	Coconuts	25.00%
23- 299CN	TC DUGAN ENTERPRISES INC	Ice Cream	25.00%
23- 300CN	TC DUGAN ENTERPRISES INC	Ice Cream	25.00%
23- 308CN	The Snax Shack (Candyland)	Cotton Candy/ Sweets	25.00%
23- 309CN	Timbo's Beef Jerky, Sticks, & Dill Pickles	Beef Jerky	25.00%
23- 310CN	Timbo's III Beef Jerky	Beef Jerky	25.00%
23- 312CN	Trinity Concessions	Ice Cream	25.00%
23- 318CN	Vartanian Concessions Mgmt	Dole Whip	25.00%
23- 319CN	Vartanian Concessions Mgmt	Churro Cart	25.00%
23- 320CN	Vartanian Concessions Mgmt	Churro Cart	25.00%
23- 327CN	West Coast Weenies Inc.	Corn Dog	25.00%
23- 328CN	West Coast Weenies Inc.	Pizza	25.00%
23- 335CN	Fazackerley's Fudge dba Timbos Licorice	Licorice Rope	25.00%
23- 338CN	Fruit Caboose Inc.	Ice Cream	25.00%
23- 339CN	Fruit Caboose Inc.	Ice Cream	25.00%
23- 343CN	Fun Biz Concessions Inc.	Pizza	25.00%
23- 344CN	Fun Time Foods (Mom's Bake Shop)	Cookies	25.00%
23- 345CN	Fun Time Foods (Mom's Bake Shop)	Cookies	25.00%
23- 350CN	J. Crutch LLC	Corn Dog	25.00%
23- 351CN	J. Crutch LLC	Corn Dog	25.00%
23- 352CN	Robert Jackson Enterprises	Corn on the Cob	25.00%
23- 353CN	Robert Jackson Enterprises	Funnel Cake	25.00%
23- 356CN	Joe Mestmaker Enterprises	Fried Food	25.00%
23- 357CN	JP's Old West Cinnamon Rolls	Cinnamon Rolls	25.00%
23- 359CN	Rob & Tassie Jundt	Ice Cream	25.00%
23- 363CN	Uptown Enterprises	Photo Booths	25.00%
23- 364CN	Victor Marcus Inc. DBA Vics Concessions	Chicago Dogs	25.00%
23- 365CN	Victor Marcus Inc. DBA Vics Concessions	All Beef Hot Dogs	25.00%
23- 366CN	Watermark Concessions	Mexican Food	25.00%
23- 369CN	W&R Country Fair Cinnamon Rolls	Cinnamon Rolls	25.00%
23- 370CN	Smart Age Inc.	VR Experience	25.00%
23- 371CN	CBF Productions LLC	Smores	25.00%
23- 372CN	H&M Funnel Cake Express	Funnel Cake	25.00%
23- 373CN	H&M Funnel Cake Express	Breakfast Concept	25.00%
23- 378CN	Lopez Concessions, LLC	Corn Dogs	25.00%
23- 379CN	Lopez Concessions, LLC	Funnel Cake	25.00%
23- 386CN	R & K Concessions, LLC	Burgers	25.00%

RENTAL AGREEMENT

SAMPLE AGREEMENT

THIS RENTAL AGREEMENT is by and between the 22nd District Agricultural Association, ("Association"), commonly known as the Del Mar Fairgrounds ("Fairgrounds"), and ("Renter"). Association and Renter may be collectively referred to as the "Parties".

- 1. Association hereby grants to the Renter the right to occupy the space(s) known as: Food space: located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, California 92014("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The term of this Agreement begins on May 10, 2023 and ends on July 6, 2023 (Dates include Setup & Teardown) Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Renter took possession.
3. The purposes of occupancy shall be limited to products/services as listed and shall be for no other purpose whatsoever. PRODUCTS NOT LISTED ON THIS AGREEMENT MAY NOT BE SOLD OR DISPLAYED.

See Attached.

- 4. Renter agrees to pay for the rights and privileges hereby granted, the amounts and in the manner set forth below: GUARANTEE: \$5,000.00 (CHECK ONLY) DUE UPON RECEIPT OF CONTRACT vs. 25% OF GROSS SALES (LESS SALES TAX) whichever is greater. Guarantee will be applied against percentage of gross sales. Final payment of percentage is due no later than Midnight, July 4, 2023. If payment is not received by the above due date, the space will be cancelled.
5. To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds, and their respective agents, directors, and employees (collectively the "State") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)
6. Renter agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
7. Renter will not be authorized to open its Food space operation unless and until it satisfies, or is in compliance with, each of the requirements set forth in this agreement.
8. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others;, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement.

9. Special Provisions: Admissions Credentials

10. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

Exhibits A (Licensee Handbook); B (Insurance Statement); C (Standard Contract Terms and Conditions); F (Worker's Comp Exempt Statement); and G (Storm Water Policy) ARE INCORPORATED AND MADE PART OF THIS AGREEMENT. THIS AGREEMENT IS NON-TRANSFERABLE. Your signature below serves as your acknowledgement that you have read and will abide by the information and content of attached exhibits.

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

12-32 on the reverse, are a part of this contract.

22ND DISTRICT AGRICULTURAL ASSOCIATION
2260 JIMMY DURANTED BLVD.
DEL MAR, CA 92014
BY _____
TITLE: CEO CARLENE MOORE
DATE: _____

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

12. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
13. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
14. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must not be swept into the aisles or streets or any public areas.
15. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
16. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
17. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
18. Association may provide security related services, including the reasonable protection of the property of Renters. Notwithstanding the foregoing, but Association shall not be responsible for loss or damage to the property of Renter.
19. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
20. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
21. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
22. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
25. This Agreement shall be subject to termination with or without cause by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 48 hours prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
If by any reason the Association is unable to perform their material rental obligations in connection with this Agreement, as a result of any Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of Association property, or other buildings or facilities on the Association's fairgrounds property or other cause not reasonably within the Association's control and which renders the Associations obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the Association may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.
26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.
32. In the event Renter fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the Premises in any manner deemed for the best interest of Association.



CALIFORNIA CONSTRUCTION AUTHORITY

**Individual Project Agreement
Between California Construction Authority
And
22nd DAA San Diego County Fair
For
Wyland Emergency Roof Repair
CCA Project # 022-23-030**

This Individual Project Agreement (“IPA”) is entered into this **20th Day of March 2023** by and between the California Construction Authority (“CCA”), a joint powers authority, and the **22nd DAA San Diego County Fair** (“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 IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016, will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work outlined in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount. Payment by Fair under this IPA shall not exceed the amount of **Nineteen Thousand, Seven Hundred Nineteen, and 29/100 Dollars (\$19,719.29)**. Or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. 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 IPA and CCA policy.

Fair shall forward the following funds to CCA for the Project Fund Account:

Nineteen Thousand, Seven Hundred Nineteen, and 29/100 Dollars (\$19,719.29)



CCA shall provide Fair with accounting reports of Project funds after the project following reconciliation or upon request of the Fair if required.

6. Approvals by Fair.

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

a. Fair to approve the awarded construction contract following the CCA procurement process and before construction commences.

b. Fair to approve payments to the Project contractor(s) before CCA makes payments.

7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, the Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed before termination, including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

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

CALIFORNIA CONSTRUCTION AUTHORITY

Name: Randy Crabtree Jr.
Title: Executive Officer

22nd DAA SAN DIEGO COUNTY FAIR

DocuSigned by: *Carlene F. Moore* 4/7/2023
78767D69C12A4EC

Name: Carlene Moore
Title: CEO

22nd DAA SAN DIEGO COUNTY FAIR

DocuSigned by: *G. Joyce Rowland* 4/6/2023
78660C603E4A048B

Name: G. Joyce Rowland
Title: Board President





EXHIBIT "A" **SCOPE OF SERVICES**

The Fair's designated project is the **Wyland Emergency Roof Repair**. The project site is at the **22ND DAA San Diego County Fair** at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Fair").

SCOPE OF WORK

The building known as "Wyland" needs emergency roof repairs. To address the damages, CCA will perform the following services and work:

1. CCA will provide project oversight.
2. CCA will retain two qualified roofers. The contractors will:
 - a. Investigate and repair the roof of the Wyland building.
 - b. Apply self-adhered underlayment and asphalt primer.
3. CCA will perform an inspection of the roof repairs.

The performance of CCA's scope of services inures to the benefit of the Fair. To provide these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, 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 IPA, 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.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this IPA, 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 the 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 IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and



warrants that it has the statutory and/or legal authority to enter this IPA with the Fair.

Items not included in the proposal 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. The administration fee comprises project management and inspection fees (scope of services).

The construction, inspection, special consulting, estimated direct expenses, and project management fees are **Nineteen Thousand, Seven Hundred Nineteen, and 29/100 Dollars (\$19,719.29)**. Please note the breakout of the allocation of fee costs and conditions; see Exhibit B.

EXHIBIT B

**22nd DAA San Diego County Fair
CCA Project # 022-23-030
Wyland Emergency Roof Repair
Cost Breakdown**

<u>PROJECT COSTS</u>	<u>Total</u>	
Construction (Roof Repairs)	\$ 14,642.86	
Contingency (10%)	\$ 1,464.29	
Construction Sub-Total		\$ 16,107.15
<u>PROFESSIONAL SERVICES/CONSULTANTS</u>		
Professional Services (Inspections)	\$ 1,000.00	
Professional Services Sub-Total	\$ 1,000.00	\$ 1,000.00
<u>ESTIMATED REIMBURSABLES/DIRECT COSTS</u>		
Travel	\$ 750.00	
Reimbursable Sub-Total	\$ 750.00	\$ 750.00
<u>MANAGEMENT/ADMINISTRATION HANDLING FEES</u>		
Project Handling Fee (6%) ²	\$ 105.00	\$ 105.00
Project Administration Fee (12%)	\$ 1,757.14	\$ 1,757.14
Project Costs, with Fees and Estimated Costs		\$ 19,719.29

Only actual costs directly associated with any construction contingency funds that are used and/or professional services utilized will be subject to CCA's Project Management/Administration fee. Cost to be reconciled at completion of project. Any remaining funds will be moved to the construction phase.

1. Fee determined in accordance with CCA Rate Schedule.
2. All Direct Costs and Reimbursable subject to 6% Project Handling fee.



CALIFORNIA CONSTRUCTION AUTHORITY

1776 TRIBUTE Rd. Suite 220
SACRAMENTO, CA 95815

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

Del Mar Fair, 22nd DAA
Attn: Fair Manager
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Invoice

Invoice Number: 3520
Invoice Date: 3/24/2023
Customer Code: 22nd
Project: 02223030
Wyland Roof Repair

-Please make checks payable to California Construction Authority

Description	Amount
Construction Contract - Estimate Only	14,642.86
Construction Contingency	1,464.29
Construction Project Admin Fee (12%)	1,757.14
Construction Inspections	1,000.00
Travel	750.00
Project Handling Fee - 6%	105.00
	\$19,719.29

Thank you for your business!

Terms: **Due Upon Receipt**

Questions: ap@ccaauthority.org

Net Invoice: \$19,719.29

Sales Tax: 0.00

Invoice Total: \$19,719.29

Certificate Of Completion

Envelope Id: 4D786517010F4F1E9454DC9A2BC2AED5	Status: Sent
Subject: Complete with DocuSign: 022-23-030 Wyland Emergency Roof Repair IPA.pdf, 022-23030 - CCA AR Inv...	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 6	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Josiah Velichko
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1776 Tribute Rd Suite 220
	Sacramento, CA 95815
	jvelichko@ccaauthority.org
	IP Address: 207.183.250.90

Record Tracking

Status: Original	Holder: Josiah Velichko	Location: DocuSign
3/23/2023 12:03:34 PM	jvelichko@ccaauthority.org	


Signer Events

Signer Events	Signature	Timestamp
Marcus Lee mlee@ccaauthority.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 207.183.250.90	Sent: 3/23/2023 12:09:09 PM Viewed: 3/23/2023 12:57:03 PM Signed: 3/23/2023 12:57:27 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sean Slay sslay@ccaauthority.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 207.183.250.90	Sent: 3/23/2023 12:57:29 PM Viewed: 3/23/2023 12:58:56 PM Signed: 3/23/2023 12:59:23 PM
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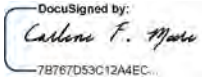
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melinda Carmichael mccarmichael@sdfair.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.108.227.2	Sent: 3/23/2023 12:59:24 PM Viewed: 3/27/2023 12:15:07 PM Signed: 3/27/2023 12:17:22 PM
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Electronic Record and Signature Disclosure:
Accepted: 12/13/2022 6:39:10 PM
ID: 8f9cc311-6be9-4964-a5e6-325b1916dfd2

Joyce Rowland jrowland@sdfair.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 66.218.33.75 Signed using mobile	Sent: 3/27/2023 12:17:24 PM Resent: 3/29/2023 2:03:45 PM Viewed: 4/4/2023 11:36:54 AM Signed: 4/6/2023 7:25:49 PM
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Signer Events	Signature	Timestamp
<p>Carlene F. Moore cmoore@sdfair.com Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 192.108.227.2</p>	<p>Sent: 4/6/2023 7:25:51 PM Viewed: 4/7/2023 10:01:01 AM Signed: 4/7/2023 10:01:31 AM</p>

Electronic Record and Signature Disclosure:
Accepted: 4/7/2023 10:01:01 AM
ID: c1bd0a4d-0288-4e38-bccd-492fca3f3b20

Randy Crabtree
rcrabtree@cauthority.org
Randy C Crabtree, CEO
Security Level: Email, Account Authentication
(None)

Sent: 4/7/2023 10:01:34 AM

Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Michael Sadegh
msadegh@sdfair.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Angel Ramsey
aramsey@sdfair.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Josiah Velichko
jvelichko@cauthority.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kristie Riddlesperger
kriddlesperger@cauthority.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 12/14/2022 10:03:10 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Construction Authority (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact California Construction Authority:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mlee@ccaauthority.org

To advise California Construction Authority of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mlee@ccaauthority.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from California Construction Authority

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mlee@ccaauthority.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with California Construction Authority

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mlee@ccaauthority.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify California Construction Authority as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Construction Authority during the course of your relationship with California Construction Authority.



CALIFORNIA CONSTRUCTION AUTHORITY

**Amendment 01
Individual Project Agreement
Between California Construction Authority
And
22nd DAA San Diego County Fair
For
CCA Project # 022-22-127**

The original Individual Project Agreement (“IPA”) was entered on **January 10th, 2023**, between the California Construction Authority (“CCA”), a joint powers authority, and the **22nd DAA San Diego County Fair** (“Fair”). This **Amendment 01** of **March 22, 2023**, is a modification to the original IPA. 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 IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016, will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount. Additional payment by Fair under this Amendment 01 IPA to the original IPA shall not exceed the amount of **Three Hundred Seventy-Four Thousand Eighty-Nine And 80/100 Dollars (\$374,089.80)** or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. 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 IPA and CCA policy.

Fair shall forward the following funds to CCA for the Project Fund Account:



Three Hundred Seventy-Four Thousand Eighty-Nine And 80/100 Dollars (\$374,089.80)

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

6. Approvals by Fair.

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

- a. Fair to approve the award of the construction contract following the CCA procurement process and before construction commences.
- b. Fair to approve payments to the Project contractor(s) before CCA makes payments.

7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed before termination, including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

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

CALIFORNIA CONSTRUCTION AUTHORITY

DocuSigned by: Randy Crabtree 4/4/2023
E77C2728134947C

Name: Randy Crabtree Jr.
Title: Executive Officer

22nd DAA SAN DIEGO COUNTY FAIR

DocuSigned by: Carlene F. Moore 4/4/2023
7B787D68C42A4EC

Name: Carlene Moore
Title: CEO

22nd DAA SAN DIEGO COUNTY FAIR

DocuSigned by: G. Joyce Rowland 4/4/2023
7856D592E4A948B

Name: G. Joyce Rowland
Title: Board President

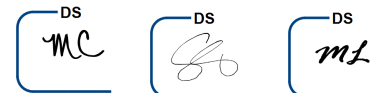




EXHIBIT "A" SCOPE OF SERVICES

The Fair's designated project is **The Sound HVAC Controls Project**. The site of the project is located at the **22ND DAA San Diego County Fair** at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Fair").

SCOPE OF WORK

1. CCA will provide project oversight.
2. CCA retained a qualified contractor to provide turnkey Direct Digital Control (DDC) to the following systems:
 - a. Air Handling Units
 - b. Air Handling Units VFDs
 - c. Existing Chilled Water 3-Way Belimo Control Valves
 - d. Typical of (8) Economizer Damper Actuators
 - e. (22) VAV w/ Reheat Terminal Boxes
 - f. Central Plant
 - g. Chilled Water System (CHWS)
 - h. Condenser Water System (CDWS)
 - i. Heating Hot Water System (HHWS)
3. CCA will perform an inspection of the plumbing/sewer repairs.

CCA's original IPA cost for the original scope of work was **\$4,350.00**. As outlined above, the additional costs associated with implementing the work of Amendment 01 increase the project cost to **\$374,089.80**. This increases the total IPA cost to **\$378,439.80**. A breakdown of the changes in costs and payment is included in Exhibit B.

All other aspects of the original IPA dated **January 10th, 2023**, i.e., billing procedures, legal, and obligations, remain unchanged.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, 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 IPA, 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.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this IPA or for damages because 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 the 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 IPA. CCA represents and warrants that it has the statutory and legal authority to enter into contracts with general contractors to perform the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this IPA with the Fair.

Items not included in the proposal 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. The administration fee comprises project management and inspection fees (scope of services).

CCA fees and estimated costs to manage the **Sound HVAC Controls Project** at the **San Diego County Fair** are estimated to be **Three Hundred Seventy-Eight Thousand, Four Hundred Thirty-Nine And 80/100 Dollars (\$378,439.80)**, as detailed below. A breakdown of the estimated cost follows:



EXHIBIT "B"
PROJECT BUDGET OUTLINE

22nd DAA - San Diego County Fair
The Sound HVAC Controls Project
Cost Breakdown

	Phase 1	Phase 2	Total
	Bidding	Construction	
<u>Project Costs</u>			
Construction Contract - Estimate Only		292,704.00	292,704.00
Construction Contingency	-	29,270.40	29,270.40
Construction Project Admin Fee	-	29,270.40	29,270.40
Project Coordination/Management/Bidding	1,700.00		1,700.00
Project Oversight		3,500.00	3,500.00
Compliance Oversight			-
Special Purchasing			-
			-
Project Costs Sub-Total	1,700.00	354,744.80	356,444.80
<u>Estimated Reimbursables</u>			
Design Consultant - Estimate Only			-
* Design Contingency 10%	-	-	-
Design Coordination			-
Cost Estimating			-
Construction Inspection		12,500.00	12,500.00
Special Inspection		2,500.00	2,500.00
Geotech Services			-
Travel	1,300.00	3,250.00	4,550.00
			-
Plan Review			-
Advertising	950.00		950.00
Misc	250.00		250.00
			-
Reimbursable Markup - 6% (Contingency Excluded)	150.00	1,095.00	1,245.00
Estimated Reimbursement Sub-Total	2,650.00	19,345.00	21,995.00
Total by Phase \$ 4,350.00 \$ 374,089.80			
Total Costs, with Fees and Estimated Costs			\$ 378,439.80

* Reimbursable Markup not applied to Contingency

**Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.



Item 5-B, General Business – Comprehensive Policies Development & Review

Background:

As previously reported, the 22nd District Agricultural Association has embarked on a comprehensive process to review, revise, and develop policies for the organization over the course of 2023. This will be a lengthy process that will involve (1) the solicitation of input from the appropriate Board committees, and (2) the presentation and discussion of draft policies to the Board and public during regularly scheduled public meetings.

The Board's authority to establish policies is derived from Food & Agricultural Code, Section 4051(a)(7), which authorizes District Agricultural Associations (DAAs) to "make or adopt all necessary orders, rules, or regulations for governing the activities of the association." Section 4051(a)(7) also provides that when a District Agricultural Association adopts an order, rule or regulation for governing its activities, the order, rule or regulation is exempt from California's Administrative Procedures Act. For reference, the Act governs state agencies in adopting, amending, and repealing administrative rules and regulations.

While the Department of Food and Agriculture (CDFA) provides policy oversight to District Agricultural Associations, including providing *recommended* rules and regulations for adoption, each District maintains the authority to adopt rules and regulations for governing its own operations and activities. Though DAAs are exempt from the Act, other state agencies, including CDFA, are not. Were CDFA to adopt a mandatory rule or regulation that applied statewide to all District Agricultural Associations, CDFA would promulgate that rule or regulation in accordance with the Administrative Procedures Act.

Process/Approach:

Best management practices, historical policies and procedures, mandatory requirements, industry and other state agency examples, etc., will be considered along with the *recommended* orders, rules, and regulations of CDFA. The process will be 1) present draft policies to the Board at a duly noticed public meeting for discussion, 2) route through the appropriate Board committee(s) or delegate back to the Chief Executive Officer for further consideration of the input received, 3) brought back to the Board at a subsequent public meeting for additional feedback, and 4) finally presented to the Board for consideration and approval. Development of the Table of Contents is ongoing as policies continue to be established and will be provided monthly as a progress report.

Recommendation

Provide feedback on the draft policies as presented.

2.05 Reporting Wrongdoing	3.09 Organizational Planning
3.08 General Responsibilities	3.10 Risk Management

Environmental/Coastal Commission Review

None at this time.

Fiscal Impact

None at this time.

22nd District Agricultural Association

Policies – Table of Contents

Introduction

Status as of 4/11/23

Section 1

1.01 – Policy Framework and Definitions

Draft

Section 2

2.01 – Institutional Values

Adopted

2.02 – Code of Ethics

Adopted

2.03 – Conflicts of Interest

Adopted

2.04 – Discrimination and Harassment Prevention

Adopted

2.05 – Reporting Wrongdoing

Draft

Section 3

3.01 – Board Composition and Officers

Adopted

3.02 – Board Committees

Adopted

3.03 – Board Member Code of Conduct

Adopted

3.04 – Board Member Conflict Resolution

Adopted

3.05 – Board Meetings and Agendas

Adopted

3.06 – Board Member Orientation and Training

Adopted

3.07 – Board Self-Assessment

Adopted

3.08 – General Responsibilities

Draft

3.09 – Organizational Planning

Draft

3.10 - Risk Management

Draft

Section 4

22nd District Agricultural Association
Policies

Policy 2.05: Reporting Wrongdoing

Date Adopted/Last Revised:

Note: Capitalized terms not otherwise defined in this Policy have the meanings set forth in the Definitions section of Policy 1.01. Should any provision in this Policy contradict any provision of California law, California law shall control.

Purpose

The 22nd DAA Code of Ethics (*Policy 2.02*) requires all 22nd DAA Personnel to meet the highest standards of ethical conduct and behavior. This Policy is designed to provide clear guidance to 22nd DAA Personnel about their responsibility to report any unethical behavior or wrongdoing related to the 22nd DAA.

Note: This Policy supplements but does not replace any whistleblower protections provided for under California law or Federal law, including but not limited to, the California Whistleblower Protection Act.

If any provision contained in this Policy conflicts with any provision of California law, the provision of California law shall govern and control.

Policy

All 22nd DAA Personnel are required to immediately file a report when they observe or otherwise become aware of any illegal and/or unethical behavior, including any violations of law, Policies, or California State rules or regulations, including with respect to fraud, waste, and abuse (collectively, “Wrongdoing”). Any use of these reporting procedures in bad faith or in a false or frivolous manner is a serious violation of the 22nd DAA’s commitment to ethical behavior.

The 22nd DAA maintains an anonymous ethics hotline (“Ethics Hotline”) for employees, Board Members, and community members to anonymously report allegations of Wrongdoing. The Ethics Hotline is administered by an independent third party and is overseen by the Board.

Retaliation and Whistleblower Protections

A whistleblower as defined by this policy is an employee of the 22nd DAA who reports an activity that the employee considers in good faith to be Wrongdoing. Whistleblower protections are provided in two important areas—confidentiality and retaliation.

Confidentiality

Consistent with California law, the 22nd DAA will make every effort to protect the reporter’s identity. Information provided in a hotline report may be the basis of an internal or external investigation by the 22nd DAA into the issue. It is possible that as a result of the information provided, a reporter’s identity may become known during the course of the investigation.

Retaliation

The 22nd DAA will not retaliate, or permit any retaliation, against a whistleblower who makes a report in good faith. This includes, but is not limited to, protection from retaliation in the form of any adverse employment action such as termination, compensation decreases, demotion, poor work assignments, threats of physical or reputational harm, bullying, harassment, interfering with job responsibilities, and/or any other form of retaliation. 22nd DAA Personnel are strictly prohibited from engaging in unlawful retaliation. Violations of this prohibition will be treated as serious misconduct. Any whistleblower who believes they are being retaliated against should immediately report that information in accordance with the reporting procedures below. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and found to have occurred.

Procedure

Reporting Procedure

22nd DAA employees may report allegations of Wrongdoing by other employees to their direct supervisor, to the CEO, to the Director of Human Resources, or to the Ethics Hotline at (###) ###-####. 22nd DAA employees may report allegations concerning potential Wrongdoing by

the CEO, CEO Direct Reports, or a Board Member to the Board Chair (or, if the allegation involves the Board Chair, to the Board Vice Chair) or to the Ethics Hotline. Individuals reporting to the Ethics Hotline have the option to remain anonymous. If possible, reporters should provide evidence or documentation in their report to provide supporting information critical to a potential investigation.

Board Members should report allegations of Wrongdoing to the Board Chair (or, if the allegation involves the Board Chair, to the Board Vice Chair).

Employees or Board Members may file a complaint with the California State Auditor's Office under the California Whistleblower Protection Act. The State Auditor is authorized to accept complaints from state employees and members of the public who wish to report an improper governmental activity and protects every state employee who files a complaint from suffering any retaliation by his or her state employer for having made the complaint.

A complaint may be filed by contacting the Whistleblower Hotline at (800) 952-5665, faxed to (816) 322-2603, or sent by mail to:

Investigations
California State Auditor
P.O. Box 1019
Sacramento, CA 95812

An electronic complaint form and on-line Whistleblower Complaint Submission form are available at the State Auditor's website: <https://www.auditor.ca.gov>

Response Procedures

Responses to whistleblower reports will depend on the nature of the issue.

Allegations Against Employees Other than the CEO or a CEO Direct Report

All whistleblower reports involving allegations of Wrongdoing by employees other than the CEO or a CEO Direct Report shall be referred directly to the CEO. The CEO will perform an initial review and consult with other applicable government agencies (e.g., CalHR, CDFR, etc.), and determine appropriate follow-up actions. The CEO may consult with and delegate responsibility for follow-up action to other Executives and/or the Director of Human Resources. The CEO shall, in his/her reasonable judgment, inform the Board Chair and Board Vice Chair of

any significant allegations of Wrongdoing or of allegations that suggest a pattern of Wrongdoing or systemic issues.

Allegations Against Board Members, the CEO, or a CEO Direct Report

All whistleblower reports involving allegations of Wrongdoing by the CEO, a CEO Direct Report, or a Board Member shall be referred directly to the Board Chair and Board Vice Chair. If the allegation involves the Board Chair, the report shall be referred directly to the Board Vice Chair and the Audit & Governance Committee Chair. If the allegation involves the Board Vice Chair, the report shall be referred to the Board Chair and the Audit & Governance Committee Chair. The Board Chair and Board Vice Chair (or Audit & Governance Committee Chair, if applicable) will perform an initial review, consult with the Office of the Attorney General and/or other applicable government agencies (e.g., CDFA, CalHR, Office of the Governor), and determine appropriate follow-up actions.

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22nd District Agricultural Association

Policies

Policy 3.08: General Responsibilities

Date Adopted/Last Revised:

Note: Capitalized terms not otherwise defined in this Policy have the meanings set forth in the Definitions section of Policy 1.01. Should any provision in this Policy contradict any provision of California law, California law shall control.

Purpose

The purpose of this policy is to outline the general responsibilities of the 22nd DAA Board.

Policy

At the highest level, the Board has the authority to manage the affairs of and make all necessary bylaws, rules, and regulations for the governance of the 22nd DAA. The Board is responsible for:

Providing vision and strategic guidance

- Further the organization's purpose
- ~~___ Safeguard and champion~~ Shape and uphold the organization's mission
- Articulate a compelling vision
- ~~—~~ Ensure the congruence between decisions and values, guiding
- ~~Guide~~ the organization's strategic direction and objectives
- Institutionalize a culture of inquiry, mutual respect, and constructive debate that leads to sound and shared decision making.
- ~~—~~ Establish Policies

Ensuring stability and performance

- Ensuring the proper and prudent management of the organization

- Select, evaluate, and provide support to the CEO
- Measure advancement towards mission and evaluate performance of the organization's major programs and services
- Monitor major areas of organizational performance Govern in constructive partnership with the CEO, recognizing that the effectiveness of the board and CEO are interdependent
- Link visions and plans to financial support, expertise, and networks of influence
- Establish policies
- —

Providing proper **financial** oversight

- Structure the Board and its committees to fulfill governance duties and to support organizational priorities
- Provideing due diligence to oversee the management of the 22nd DAA's finances through the approval of the annual operating and capital expenditures budgets, and fee schedules aligned with the organization's missions, values, and strategic initiatives
 - Ensureing the proper and adequate discharge of this duty through regular reporting by the Finance Committee to the Board
- Ensureing responsible management of resources by selecting the audit firm that reports to the Board
- Establish appropriate mechanisms to monitor compliance with laws, regulations, and policies

Enhancing the organization's public standing

- Serveing as ambassadors for the organization by building connections and relationships to generate positive impacts for the community and the organization.
- Plan for turnover through thoughtful recruitment
- Promote diversity and inclusiveness

Maintaining accountability

The Board is accountable for exercising good stewardship of the 22nd DAA on behalf of the public. The Board will operate in an open and transparent manner through:

- Annual and periodic review on the activities and finances of the organization presented at Board meetings
- Annual audited financial statements
- Minutes of Board meetings
- ~~Ensuring the organization is effectively fulfilling its purpose and mission~~Ensuring that stakeholders and interested members of the public have access to appropriate information regarding finances, operations, and results
- Embracing the qualities of a continuous learning organization

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22nd District Agricultural Association **Policies**

Policy 3.09: Organizational Planning

Date Adopted/Last Revised:

Note: Capitalized terms not otherwise defined in this Policy have the meanings set forth in the Definitions section of Policy 1.01. Should any provision in this Policy contradict any provision of California law, California law shall control.

Purpose

The Board is responsible for managing the affairs of the 22nd DAA, which includes the provision of general guidance and direction for the organization. The purpose of this Policy is to outline the Board's major planning responsibilities for the organization.

Policy

A comprehensive framework for planning, setting priorities, and reporting is essential to effective and responsible organizational stewardship. As such, the Board is responsible for developing a Master Plan and Strategic Plan to guide the organization's work and establish CEO performance expectations. The CEO is responsible for developing the Annual Operating Plan that supports the strategic direction established by the Board. Additionally, the Board will prepare and follow its own Annual Work Plan that focuses on fulfilling its major responsibilities

Master Plan

The Board is responsible for guiding future growth and development through the creation of a Master Plan. A Master Plan is a dynamic long-term planning document that provides a conceptual layout to guide future growth and development. It is about making the connection between facilities, social settings, and their surrounding environments.

Strategic Plan

The Board establishes the organization's overall direction through the development and approval of a Strategic Plan. This plan provides a blueprint for the general direction for the next three to five years by identifying priority initiatives to focus activities, allocating resources, and establishing key performance indicators.

The development and approval of the Strategic Plan takes place in a three- to five-year cycle. The Board will initiate a new strategic plan no later than the start of the fifth year of a given plan's lifecycle.

The strategic plan should include input from a diverse range of stakeholders—including 22nd DAA Personnel and External Stakeholders—to enrich the quality of the analysis, and ultimately, the plan. The Board may also engage consultants to help design and guide the process.

Annual Operating Plan

Based on the general blueprint outlined by the Strategic Plan, the Annual Operating Plan, created by the CEO, includes budgets related to planned programs, services, and facility enhancements. This plan will contain more specific objectives than contained in the Strategic Plan, expected results for each objective, the period during which those results will be sought, and criteria for measuring the achievement of those results.

Annual Work Plan

The Board Chair is responsible for preparing and presenting to the Board an outline for the year's meetings and activities at the start of the year that achieves continual improvement of the Board performance including election of officers, delegation of authority, check signing authorities, Board education including State-mandated training courses, and any planned review of the Policies.

Monitoring and Reporting

The Board is responsible for monitoring performance toward strategic initiatives on an annual basis. The CEO is responsible for providing periodic progress reports to the Board.

22nd District Agricultural Association **Policies**

Policy 3.10: Risk Management

Date Adopted/Last Revised:

Note: Capitalized terms not otherwise defined in this Policy have the meanings set forth in the Definitions section of Policy 1.01. Should any provision in this Policy contradict any provision of California law, California law shall control.

Purpose

The purpose of this Policy is to outline the responsibilities of the 22nd DAA Board and Staff members in relation to organizational risk management.

Policy

Risk Management Philosophy

As part of the 22nd DAA's mission to provide an inclusive, accessible, and safe place for all visitors to the 22nd DAA properties including customers, patrons, contractors, volunteers, and employees, risk management is integral to all organizational activities. In keeping with this philosophy, 22nd DAA Personnel are expected to carry out their work with a high degree of safety and attention to potential risks.

The 22nd DAA seeks to involve appropriate personnel at all levels of the organization to identify risks and create practical strategies to ensure that its risk management approach considers diverse perspectives and that its staff understands their roles in protecting the mission and assets of the organization.

General Principles

- The 22nd DAA strives at all times to operate in compliance with all applicable local, state, and federal laws and regulations.

- The 22nd DAA bears responsibility for the health, safety, and security of all visitors to the property. This is a primary responsibility of the Board, the CEO, and all program staff.
- Safety and risk management activities are multi-faceted and include:
 - Creating and enforcing policies, standards, guidelines, and procedures related to safety, financial security, and risk mitigation.
 - Maintaining safe and secure facilities.
 - Maintaining clear communication channels.
 - Purchasing insurance coverage as a financial mechanism for certain risks, while still recognizing that insurance is not a substitute for vigilance in planning and implementing services, programs, and events.
 - Assessing safety risks and taking actions to minimize risk to life and property.
 - Establishing procedures to be followed in the event of an emergency.
 - Creating and maintaining a crisis communication plan to be implemented in the event of an emergency.

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Item 5-C, 2023 Insurance Renewals Report

Background

Under California law, District Agricultural Associations are required to carry General Liability insurance to cover \$25 million per occurrence and to carry Workers Compensation insurance. The 22nd District Agricultural Association (District) also elects to carry other insurance coverage, including Property, Earthquake, Equipment, Crime, and Cyber. Currently, these additional policies expire on April 30th each year.

As a reminder, a five-year commitment for General Liability insurance was made when the District rejoined the California Fairs Service Authority (CFSA) risk and insurance pool in 2021.

The District Board of Directors delegated authority to Director Michael Gelfand at the April 2023 board meeting to work with staff to review, select, and procure insurance for policies set to expire on April 30, 2023, other than General Liability, and to report back to the Board at the May 2023 Board meeting.

Process/Approach:

District staff sought quotes from the California Fairs Service Authority (CFSA), Department of General Services Office of Risk and Insurance Management (ORIM), and the private insurance broker that the District has historically utilized to procure its insurance coverage. During this process, the District confirmed that, where available, District Agriculture Associations are required to obtain insurance services through either CFSA or ORIM. See the attached letter from the California Department of Food and Agriculture dated May 18, 2020.

At the time of the District's policy expirations, ORIM was unable to provide quotes in a timely enough manner for the District to change its practice of procuring insurance through the private broker for the elected policies. To avoid any gaps in coverage, it was necessary for the District to secure the elected policies through the private broker, which are now secured for the period of 5/1/2023 through 4/30/2024. Quotes from ORIM are still pending.

The District was, however, successful in obtaining Workers Compensation insurance through CFSA for the period of 5/1/2023 through 12/31/2023. Because CFSA offers General Liability and Workers Comp insurance only, the District did not have the option to renew any of the other elected policies through CFSA.

See attached table for renewal rates.

Recommendation:

Staff will seek Department of General Services approval for the District's recent procurement of the elected policies – Property, Earthquake, Equipment, Crime, and Cyber – that are due to expire April 30, 2024.

Environmental/Coastal Review:

None at this time.

Fiscal Impact:

\$212,836 increase for Workers Comp insurance over budget.

May 18, 2020

D2020-02

To: All DAA CEOs and Board Presidents

Subject: Insurance Coverage Limits – New Requirements

During these challenging times, protection of the fairgrounds, fair staff, and patrons is of utmost importance. This letter outlines new requirements regarding General Liability (GL) insurance coverage limits for all DAAs. The California Department of Food and Agriculture (CDFA) is responsible for providing oversight to the California Fair network, including ensuring the integrity of the Fairs and Exposition Fund (Fund). In order to limit potential impacts to the Fund from the trend of multi-million-dollar jury verdicts in public entity lawsuits, CDFA has determined the need to mandate GL insurance coverage minimums. When DAAs are underinsured the financial risk to the DAA, CDFA and the Fund is increased. The new limits must be made effective the next time each policy is renewed.

Additionally, DAAs may only obtain insurance coverage through the California Fair Services Authority (CFSA) or through the Department of General Services Office of Risk and Insurance Management (ORIM). CFSA and ORIM will make sure all insurance policies are secured from insurance companies with a high rating (i.e., a minimum AM Best rating of A-, VII) to ensure the ability of the insurance carrier to pay any claim that may result.

The following minimum GL insurance coverage limits have been identified after consultation with CFSA, ORIM and representatives from Alliant Insurance Services (insurance brokerage service used by both ORIM and CFSA).

Minimum Insurance GL Coverage Limits:

- Twenty-five million (\$25,000,000) per occurrence in GL insurance, including
- a. Bodily injury and property damage (non-fair-owned property)
 - b. Personal injury
 - c. Public official errors and omissions (coverage must be limited to **Public Officials**; it cannot include officers of nonprofit corporations)
 - d. Employment practices liability (caused by an alleged or actual wrongful act including sexual harassment, wrongful termination, and discrimination)



In addition, DAAs shall ensure that, if available, coverage should include the following categories of activities and events:

- 1) Disease transmission (i.e., E-Coli)
- 2) Terrorism; Athletic Events
- 3) Civil Rights (i.e., First Amendment; Freedom of Expression; Americans with Disability Act)

If you have any questions, please contact:

John Quiroz, Branch Chief – Fairs and Exposition Branch at John.Quiroz@cdfa.ca.gov
Tom Amberson, Risk Department Manager– CFSA at Tamberson@cfsa.org
Carrie Willson, Staff Services Manager DGS – ORIM Carrie.Willson@dgs.ca.gov

Sincerely,



John Quiroz
Branch Chief

cc: Rebecca Desmond, Executive Director, California Fairs Services Authority
Virginia Bolman, Chief, DGS Office of Risk and Insurance Management

2023-2024 Insurance Renewals (Draft)

Coverage	Carrier	Total Limits Covered	Deductible	Renewal Premiums 2023-2024	Premiums 2022- 2023
Property	through broker, Brown & Brown - Affiliated FM Insurance	Increased to: \$267,371,928 (From: \$251,157,225)	\$10,000; \$100,000 for Business Interruption (New: \$50,000 Water damage deductible added)	\$354,265	\$332,735
Earthquake	through broker, Brown & Brown - Bricktwn Specialty: 13.33% -CUMIS Specialty Inc. Co.: 6.67% -General Security Indemnity Co of Az: 5.00% -Hiscox Syndicate #33: 13.33% -Mercer Insurance Co: 6.67% -Palomar Excess & Surplus Ins. Co: 32.33% -Steadfast Insurance Co: 22.67%	\$75,000,000 per occ/agg.	EQ / EQSL - 5% per unit subject to \$50,000 per occ. All Other Perils - \$25,000 per occ. (The Sound not included)	\$189,731	\$150,609
Equipment	through broker, Brown & Brown - Affiliated FM Insurance	\$3,018,622 Scheduled Equip.; Rented/Leased Equipment \$250,000; Unscheduled Equipment \$100,000	\$10,000	included in Property	included in Property
General Liability	Prism through CFSA	\$100,000 per occurrence self insured retention/\$24,900,000	None	\$329,606	\$249,228
Business Auto	Prism through CFSA	\$100,000 per occurrence self insured retention/\$24,900,000	None	Included in GL	Included in GL
D&O/EPLI	Prism through CFSA	\$100,000 per occurrence self insured retention/\$24,900,000	None for D&O/\$10,000 for EPLI	Included in GL	Included in GL
Crime	through broker, Brown & Brown - Hiscox Insurance Co.	\$0	\$25,000	\$5,146	\$5,146
Cyber Liability	through broker, Brown & Brown - Arch Specialty Fortegra Specialty Insurance Co. Ascot Specialty Insurance Co Fireman's Fund Indemnity Co.	\$1,000,000	\$5,000	\$2,219	\$2,293.79
Motor Vehicle	through DGS, ORIM	Full Liability Coverage	\$0	expires 6/30/2023 (waiting on renewal from DGS) \$54,390 est.	\$54,390
Workers Comp.	CFSA *\$769,254 full year	\$500,000 per Occurrence Excess coverage: \$50M per occurrence	\$0	\$512,836	\$193,450
TOTAL				\$1,448,193.00	\$987,851.29



Item 5-D, Finance Committee Report

Executive Summary

The attached preliminary financial reports are through March 31, 2023, and are subject to change as the 22nd District Agricultural Association (District) works to review and close out the month.

The Balance Sheet is consolidated with District, State Race Track Leasing Commission, and Race Track Authority. The Income Statement is inclusive of District programs and operations only.

As has previously been discussed, due to the proximity of the board meeting dates to the end of the month immediately prior, there is approximately a six (6) week lag between the financial report presentation and current activity. Therefore, the Committee reviews and presents financial reports to the Board from two months prior (March financials in May, April financials in June, etc.).

Balance Sheet:

Data for fiscal years 2021 and 2022 is included for comparison purposes to the current year, 2023. The most recent full year of activities and operations was 2022 as it included a full San Diego County Fair while 2021 included the modified summer event, Home*Grown*Fun, and ongoing pandemic-related restrictions.

- Assets:
 - **Total Cash and Cash Equivalents.** The District's unrestricted cash position remains strong through the month of March. Notable is the increase to the operating **Cash** position over 2022. In 2021, **Restricted Cash in Trust** (loan funds) for capital projects comprised a significant portion of the overall cash position and those loan funds were exhausted due to completion of the projects in 2022.
 - **Restricted Cash RTA** is the cash available for the Race Track Authority bond obligations including maintaining a reserve fund held in trust equivalent to one year's debt obligation, the current year's debt obligation, and the minimum cash balance requirement for the District (also one year's debt obligation). Net Horse Racing Revenues and/or Net Concession Revenues are transferred to the trustee by January 15th of each year. The trustee makes withdrawals in April and October for the payment of the current year debt.

- Liabilities:
 - Beginning in 2022, greater detail has been provided for all Liabilities in the footnotes.
 - **Deferred Revenue** consists of advance payments received for activities in the future such as event rentals and the San Diego County Fair.
 - **Accrued Employee Leave Liabilities** reflects the value of the leave balances currently due to employees upon separation from District and continues to be managed to remain within the state mandated thresholds.

Income Statement (All Programs & Operations):

Revenues are recognized in the month in which they are earned; expenses in the month incurred. For example, revenues for the San Diego County Fair are reflected in the June and July financial reports.

The first three columns of figures represent the month's activity – Actual, Budget, and Variance of Actual to Budget. The middle grouping of columns represents the year-to-date activity, while the last column presents the complete operating budget goals for 2023.

The overall activity for the District through March has been on pace with budget forecasts.

- Revenues:
 - Most revenue categories met or exceeded budgeted expectations.
 - **Parking Revenues** were short of expectations by 28% for the month of March and 38% for the year, partly due to lower than anticipated attendance for non-fair events through March. On year-to-date basis, while cumulative actual Parking revenues are still less than budget, they are trending upward.
 - **Food and Beverage Contract** includes sales at The Sound for the first time. The Sound started its operations during the month of February and continues to make a positive contribution to the overall food and beverage (F&B) revenue stream for District. For the month of March, gross F&B revenues at The Sound totaled \$61,000, while \$71,000 were forecasted for the same period. For Year-to-Date, F&B revenue stream from The Sound totaled \$250,000 while \$141,600 was budgeted.
 - **Interest Earnings** outperformed the budget because of cumulative Fed Fund Rate increases pursuant to actions taken by the Federal Reserve/Federal Open Market Committee.

- Expenses:
 - **Payroll & Related Expenses** are indicative of District's ability to fill full-time, civil service vacancies within any given month as well as actual hours incurred versus those anticipated for temporary employees working during events. Cumulative savings are indicative of the District's difficulty filling vacancies and open positions.

- **Professional Services** consists of a multitude of services, the largest being food and beverage. Reported savings may be a shift in the timing of contract expenditures, and possibly will expense in future periods.
- **Food and Beverage Expenses** are higher than budgeted due to the start of operations at The Sound. February was the first month of operations for this venue and The Sound is moving toward stabilization. For the month of March, The Sound's F&B expenses were 84%, or \$41,000 higher than budget, and 170% or \$167,000 higher than budget on year-to-date basis.

2022 CDFA Statement of Operations

The Statement of Operations ("STOP") is the end-of-year financial report required by the California Department of Food and Agriculture (CDFA). The District requested, and CDFA has approved, a delayed submission as the District awaits the special audit report to reconcile payments received from Premier. Once filed, the Statement of Operations will be provided to the Board at the next meeting.

UNAUDITED FINANCIAL STATEMENTS

22nd DAA

Consolidated Balance Sheet (DAA, RTA, RTLC)

As of March 31, 2023

	2023	2022	2021
Assets			
Cash	\$ 29,794,258	\$ 22,925,263	\$ 7,072,917
Restricted Cash - JLA	42,087	24,048	20,838
¹ Restricted Cash - F&B Equipment Fund	68,415	338,980	133,084
² Restricted Cash - RTA	14,468,171	11,320,148	9,911,728
Restricted Cash in Trust - WQI	(1)	(1)	421,064
Restricted Cash in Trust - The Center	-	626,564	4,554,981
Total Cash and Cash Equivalents	44,372,930	35,235,002	22,114,612
Accounts Receivable	287,063	1,065,944	(1,523,046)
Prepaid Expenses	525,438	426,193	435,992
³ Deferred Outflows Pension	5,422,668	5,422,668	5,422,668
Total Current Assets	6,235,169	6,914,805	4,335,614
Land	35,011,899	35,011,899	35,011,899
Building and Improvements	189,040,757	189,021,781	189,021,781
Equipment	38,313,074	38,010,759	37,934,770
Capital Projects in Process	39,016,633	38,354,420	32,495,396
Accumulated Depreciation	(173,822,663)	(173,822,663)	(168,641,162)
Total Capital Assets	127,559,700	126,576,197	125,822,685
Total Assets	\$ 178,167,799	\$ 168,726,003	\$ 152,272,911
Liabilities			
Accounts Payable	5,612,535	5,276,987	3,280,577
Payroll Liabilities	656,028	259,320	88,861
Accrued Liabilities	1,681,462	1,825,727	2,063,301
⁴ Other Current Liabilities	3,737,268	1,031,206	5,765,146
⁵ Deferred Revenue	1,883,998	4,338,073	1,395,767
Current Long Term Debt	1,793,565	3,031,007	2,957,601
⁶ Accrued Employees Leave Liabilities	1,167,854	1,256,577	1,348,391
⁷ Long Term Debt	62,168,702	64,582,162	67,345,047
Reserve - F&B Equipment Fund	617,957	348,292	133,843
Reserve - JLA	20,838	20,838	20,838
³ Pension Liability	35,432,866	35,223,544	35,061,092
³ Deferred Inflows - Pension	1,953,755	1,961,567	1,961,567
Total Liabilities	116,726,828	119,155,300	121,422,032
Net Resources			
Contributed Capital	82,170,171	82,170,171	82,170,171
Less Contributed Capital to RTA	(37,644,384)	(37,644,384)	(37,644,384)
Net Resources - Unrestricted	(8,225,351)	(8,225,351)	(8,225,351)
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	32,408,650	32,408,650	32,408,650
Net Proceeds from Operations	29,032,320	17,162,054	(1,557,771)
Total Net Resources	61,440,970	49,570,704	30,850,879
Total Liabilities and Net Resources	\$ 178,167,799	\$ 168,726,003	\$ 152,272,911

¹ Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and maintenance.

² Per bond Pledge Agreement, maintain Reserve account and District cash separately equal to at least Maximum Annual Debt Service.

³ Information provided by CDFA/State Controllers Office; results from changes in components of net pension liability; applicable to a future reporting period.

⁴ Current portion of long-term debt due within the next 12 months.

⁵ Advance payments for events/activities in the future.

⁶ Due to employees at time of separation for paid leave balances.

⁷ RTA Bonds \$34.2M; Ibank WQI \$7M; Ibank Surfside \$13.7M; Premier \$1.8M; Energy Efficiency \$3.2M; CalPers SB84 \$2.2M.

UNAUDITED FINANCIAL STATEMENTS

22nd DAA Income Statement For the Period Ending March 31, 2023

	March 2023			Year-to-Date			Full 2023
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	0	0	0	0	0	0	12,337,386
<i>Gates</i>	0	0	0	0	0	0	12,337,386
Concessions Revenue	227,641	117,558	110,083	737,097	326,536	410,561	41,087,636
<i>Food & Beverage Contract</i>	217,705	111,018	106,687	711,219	306,916	404,303	18,544,654
<i>Other Food & Beverage</i>	0	0	0	0	0	0	4,422,070
<i>Midway</i>	0	0	0	0	0	0	18,054,362
<i>Merchandise</i>	9,936	6,540	3,396	25,877	19,620	6,257	66,550
Facility Rentals Revenue	350,860	271,820	79,040	1,775,453	1,604,659	170,794	7,308,591
<i>Commercial</i>	0	0	0	0	0	0	3,131,700
Leases Revenue	38,727	28,976	9,751	116,019	86,766	29,253	1,694,917
Program Revenues	541,669	709,191	(167,523)	1,210,979	1,807,989	(597,010)	8,644,444
<i>Parking</i>	459,950	635,591	(175,641)	961,507	1,558,789	(597,282)	7,417,744
<i>Participation Fees</i>	20,705	22,500	(1,795)	77,670	102,500	(24,830)	335,000
<i>Satellite Wagering</i>	61,014	51,100	9,914	171,802	146,700	25,102	419,200
OPERATING REVENUE TOTALS	1,158,896	1,127,545	31,351	3,839,548	3,825,950	13,599	71,072,973
Contributions	6,350	4,600	1,750	78,900	13,800	65,100	1,609,000
<i>Government Funding</i>	0	0	0	0	0	0	0
<i>Grants</i>	0	0	0	0	0	0	0
<i>Sponsorships</i>	6,350	4,600	1,750	78,050	13,800	64,250	1,500,000
Other Non-Operating Revenue	266,668	79,869	186,799	363,684	103,291	260,393	2,331,858
<i>Interest Earnings</i>	252,667	67,500	185,167	316,936	67,500	249,436	270,000
<i>Pledged Revenue</i>	0	0	0	0	0	0	1,785,250
Reimbursed Costs	80,449	39,239	41,210	200,122	189,037	11,085	1,567,116
Prior Year Revenue	1,000	0	1,000	1,267	0	1,267	0
NON-OPERATING REVENUE TOTALS	354,467	123,708	230,759	643,972	306,128	337,845	5,507,974
TOTAL REVENUE	1,513,363	1,251,253	262,110	4,483,521	4,132,077	351,443	76,580,948
EXPENSES							
Payroll & Related Expense	1,096,178	1,288,872	192,694	3,054,640	3,574,124	519,484	19,798,369
<i>Professional Development</i>	6,906	15,828	8,922	36,189	69,099	32,910	228,558
Professional Services Expense	967,228	833,244	(133,984)	2,325,583	2,361,833	36,250	24,584,967
<i>Food & Beverage Expense</i>	487,769	326,788	(160,981)	1,311,304	899,153	(412,151)	14,313,411
Insurance Expense	35,057	13,419	(21,638)	50,254	35,028	(15,226)	206,297
Facility & Related Expense	231,152	408,928	177,776	1,057,362	1,221,505	164,143	7,079,715
<i>Equipment & Small Wares</i>	0	0	0	0	0	0	0
<i>Telephone & Internet</i>	7,562	8,414	852	22,579	25,062	2,483	101,998
<i>Utilities</i>	57,501	247,000	189,499	649,233	801,000	151,767	3,770,000
<i>Repairs & Maintenance</i>	157,297	144,984	(12,313)	353,684	369,853	16,169	1,575,497
Supplies Expense	100,828	256,010	155,182	214,306	514,360	300,054	1,894,235
Marketing & Related Expense	0	78,067	78,067	2,702	131,900	129,198	1,205,063
Program Expenses	24,459	42,274	17,815	95,567	191,045	95,478	14,704,178
<i>Artists & Entertainment</i>	0	0	0	0	0	0	4,428,050
<i>Midway Expense</i>	0	0	0	0	0	0	9,897,000
Other Operating Expense	227,467	238,596	11,129	701,221	702,529	1,309	4,939,591
<i>Bad Debt</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Bank & Service Fees</i>	3,472	15,710	12,238	28,017	32,872	4,855	2,155,344
<i>Interest Expense</i>	222,138	222,137	(1)	666,413	666,410	(2)	2,757,247
OPERATING EXPENSE TOTALS	2,682,369	3,159,409	477,040	7,501,635	8,732,325	1,230,689	74,412,415
Other Non-Operating Expense							
NON-OPERATING EXPENSE TOTALS	0	0	0	11,541	0	(11,541)	0
TOTAL EXPENSE	2,682,369	3,159,409	477,040	7,513,176	8,732,325	1,219,149	74,412,415
NET INCOME (LOSS)	(1,169,006)	(1,908,156)	739,150	(3,029,656)	(4,600,247)	1,570,592	2,168,533

Note: Positive variances in this report denote better than expected results for that element.

Food & Beverage Report Mar-23

March 2023 Food Service Revenues were \$217,705. Budgeted Revenues for March 2023 were \$126,570.

Net distribution to the District for March 2023 was (\$237,776) or -109.2%. Budgeted distribution for March 2023 was (\$215,758) or -170.5%.

Year-to-date 2023 distribution to the District is (\$494,927) or -69.6%. The budgeted distribution for YTD 2023 was (\$587,220) or -173.7%.

Mar-23	2023 ACTUAL	%	2023 BUDGET	%	2022 ACTUAL	%
TOTAL REVENUE	217,705	100.0%	126,570	100.0%	127,762	100.0%
TOTAL COGS	46,909	21.5%	19,059	15.1%	25,839	20.2%
GROSS MARGIN	170,796	78.5%	107,511	84.9%	101,923	79.8%
TOTAL PAYROLL	330,845	152.0%	262,175	207.1%	209,681	164.1%
OPERATING EXPENSES	111,695	51.3%	91,916	72.6%	57,632	45.1%
NET PROFIT	(271,744)	-124.8%	(246,580)	-194.8%	(165,390)	-129.5%
CLIENT DISTRIBUTION	(237,776)	-109.2%	(215,758)	-170.5%	(144,716)	-113.3%

YTD	2023 ACTUAL	%	2023 BUDGET	%	2022 ACTUAL	%
TOTAL REVENUE	711,219	100.0%	338,020	100.0%	254,473	100.0%
TOTAL COGS	128,336	18.0%	54,375	16.1%	48,658	19.1%
GROSS MARGIN	582,883	82.0%	283,645	83.9%	205,815	80.9%
TOTAL PAYROLL	881,049	123.9%	754,094	223.1%	566,088	222.5%
OPERATING EXPENSES	267,465	37.6%	200,660	59.4%	157,337	61.8%
NET PROFIT	(565,631)	-79.5%	(671,109)	-198.5%	(517,610)	-203.4%
Y-T-D CLIENT DISTRIBUTION	(494,927)	-69.6%	(587,220)	-173.7%	(452,909)	-178.0%



Item 5-F-1, 2024 San Diego County Fair Dates

Background:

Historically, the San Diego County Fair has operated over four weekends beginning in early June through the July 4th holiday. Because the day of the week changes each year for July 4th, the actual days of operation for the Fair vary from year to year. For example, in 2023, the Fair will operate through Tuesday, July 4th, while in 2022, the Fair ended on Monday, July 4th. In 2024, July 4th is on a Thursday.

The Fair typically starts soft and ramps up to its culmination on July 4th, in part because all schools are out, warmer weather has arrived, and, as everyone knows, the Fair has a finite end date every year.

Process/Approach:

The Board sets the annual San Diego County Fair dates.

Recommendation

The Committee recommends approving the 2024 San Diego County Fair dates as Wednesday, June 12 through Sunday, July 7, 2024.

Environmental/Coastal Commission Review

None at this time.

Fiscal Impact

None at this time.



Item 5-1 , Affordable Housing Ad-Hoc Committee Report

Background:

In February 2021, the Affordable Housing Ad-Hoc Committee (Committee) was created by the 22nd District Agricultural Association's (District) Board chair to address the City of Del Mar's (City) request to utilize District land to satisfy the City's Regional Housing Needs Allocation requirements. Around this same time, the District also embarked on a comprehensive strategic planning process to systematically coordinate and align resources and actions in order to continue to guide the District into the foreseeable future.

The City submitted its 6th Cycle Housing Element plan to the State's Housing and Community Development Department (HCD) in December 2021 and continued to make adjustments throughout 2022 based on feedback received. Recently, the City has resubmitted its revised plan to HCD which includes the City's request to build 61 affordable housing units on District property. That plan is still pending approval by HCD. In the meantime, the District and City continue to work together in a thoughtful manner to further develop and foster an understanding that will ultimately lead to recommendations that will be presented to the District Board and City Council later this year.

Process/Approach:

The Committee and the City's Housing Liaisons met in 2021, and, with their guidance, District and City staff have continued to routinely come together throughout 2022 and 2023. Certain vital topics — such as the type of housing the City desires— have remained in very early stages of discussion, but staff-level conversations thus far have focused on items such as the City's Housing Element goals, the District's strategic initiatives, constraints to the property, environmental concerns, and concept-level location possibilities.

District staff also met with the Department of General Services (DGS) and HCD to confirm the District's authority in this process and to gain an understanding of the required steps for any potential real property transactions.

As stated previously, and reinforced, by the District Board, it is the objective of the District to create land-use plans that encourage public and private investment in order to ensure that District resources are used efficiently to support the economic stability of the organization, further develop community connection, and to continue to safeguard environmental resources. As part of this process, several key milestones were identified in the 2021 strategic planning efforts, including an assessment of current facility conditions and financial feasibility studies of current and potential operations and programs.

Recommendation

The Committee seeks to reaffirm the Board's continued interest in pursuing the City's request to build 61 affordable housing units on District property, including the commitment of District staff time and other financial resources in this ongoing exploratory phase, with the anticipation that the Committee will return with additional information for the Board's consideration later this year.

Environmental/Coastal Commission Review

None at this time.

Fiscal Impact

Unknown at this time.



Item 5-J-1, Contract Delegation of Authority

Background:

Per the Delegation Of Authority For Contract Approval, Check Signing, And Credit Card Use approved by the Board of Directors of the 22nd District Agricultural Association on January 11, 2023, "the CEO has delegated authority to execute expense agreements consistent with the 22nd DAA Contracting and Formal Protest Policies and Procedures including Interagency Agreements, Standard Agreements up to \$50,000, and Entertainment Agreements up to \$500,000, as long as these Agreements do not exceed a one-year term, without further authorization from the Board of Directors."

Historically, the Board does not meet during the months of June and July due to production of the San Diego County Fair. Though every effort has been made to present contracts that may exceed the CEO's authority to the Board for approval as of the May board meeting, a plan should be in place to minimize business interruptions should a service need arise that is greater than the CEO's authority.

Process/Approach:

Under Section 3965 of the Food & Agricultural Code, the Board has the authority to delegate "to its officers or employees any of the powers that are vested in the board" to "manage the affairs" of the District. Section 3965.1 of the Food & Agricultural Code provides, in part, that the Board "may arrange for and conduct, or cause to be conducted, or by contract permit to be conducted, any activity by any individual, institution, corporation, or association upon its property at a time as it may be deemed advisable." When read together, these sections authorize the Board to delegate to District officers or employees the authority to enter into contracts on behalf of the District.

Recommendation

Staff requests that the Board delegate authority to the Board President, Joyce Rowland, to approve contracts that exceed the CEO's delegated authority beginning May 1, 2023, through the next regularly scheduled and noticed District Board meeting. Any contract approved by President Rowland under this delegation will comply with California law and be brought back to the Board for review at the next regularly scheduled and noticed District Board meeting.

Environmental/Coastal Commission Review

None at this time.

Fiscal Impact

None at this time.



NORTH COUNTY

San Dieguito bridge replacement project receives \$100 million state grant



A Coaster train crosses the San Dieguito River Railway Bridge in Del Mar on Wednesday. (K.C. Alfred / The San Diego Union-Tribune)

Money will be used to replace the 107-year-old bridge in Del Mar, add nearly a mile of double track and construct an events platform at the Del Mar Fairgrounds

BY CITY NEWS SERVICE

APRIL 24, 2023 5:45 PM PT

Two local transit agencies on Monday announced \$100 million in state funding to advance the San Dieguito bridge replacement, double track and special events platform project.

The North County Transit District and San Diego Association of Governments received the grant from the California Transit and Intercity Rail Capital Program to replace the 107-year-old bridge in Del Mar, add nearly a mile of double track and construct an events platform at the Del Mar Fairgrounds. The award is the largest from the Transit and Intercity Rail Capital Program from this cycle of funding.

“Replacement of this 107-year-old bridge is critical to ensuring the region’s transportation network is resilient to the impacts of climate change and rising sea levels,” said NCTD Board Chair Jewel Edson. “Additionally, adding capacity-enhancing double-track in the area and a special events platform will increase NCTD Coaster and Amtrak Pacific Surfliner ridership.”



The 107-year-old San Dieguito River Railway Bridge. (K.C. Alfred / The San Diego Union-Tribune)

The section of track is part of the Los Angeles-San Diego-San Luis Obispo intercity rail corridor, the second busiest rail corridor in the nation.

“The San Dieguito Double Track project is a priority for us, and it will bring safety and reliability to the entire LOSSAN corridor,” said Nora Vargas, chairwoman of both SANDAG and the San Diego County Board of Supervisors. “Through SANDAG, we are able to leverage these critical investments in infrastructure for our local cities.”

The project is intended to replace the San Dieguito River Railway Bridge, add capacity for intercity rail and “provide a one-seat ride to popular attractions such as Del Mar Thoroughbred Club races, the San Diego County Fair, concerts,” and other events at the fairgrounds, an agency joint statement reads.

“This funding will help safeguard rail travel through North County,” said Sen. Catherine Blakespear, D-Encinitas. “By also extending rail to the Del Mar Fairgrounds with the construction of station platforms, the project funded by this award will improve regional transportation and options for commuters.”

The LOSSAN corridor supports Coaster commuter rail, Amtrak Pacific Surfliner intercity rail, and BNSF freight operations. SANDAG has completed environmental clearance and design work on the project.

According to SANDAG, the agency plans to fully double track the LOSSAN corridor in the county by 2035 to accommodate future demand with faster and more frequent train service.

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NCTD and SANDAG Awarded \$100 Million for LOSSAN Rail Corridor



April 24, 2023

State’s largest funding award will advance the San Dieguito Bridge Replacement, Double Track and Special Events Platform Project

Oceanside, CA – The North County Transit District (NCTD) and San Diego Association of Governments (SANDAG) today announced the award of a \$100 million grant from the State of California Transit and Intercity Rail Capital Program (TIRCP) to advance Phase II of the San Dieguito Bridge Replacement, Double Track and Special Events Platform Project. The Project will replace a 107-year-old bridge in Del Mar, add 0.9 miles of double track in the area, and construct a special events platform at the Del Mar Fairgrounds. This project makes needed improvements to the Los Angeles-San Diego-San Luis Obispo (LOSSAN) intercity rail corridor, which is the second busiest rail corridor in the nation.

NCTD and SANDAG received the largest award from the California State Transportation Agency (CalSTA) from this cycle of TIRCP. This award enables NCTD and SANDAG to leverage additional federal investment for completion of the project.

“Replacement of this 107-year-old bridge is critical to ensuring the region’s transportation network is resilient to the impacts of climate change and rising sea levels,” said NCTD Board Chair Jewel Edson. “Additionally, adding capacity-enhancing double-track in the area and a special events platform will increase NCTD COASTER and Amtrak Pacific Surfliner ridership.”

“I am thrilled that Gov. Newsom and the California State Transportation Agency are investing \$100 million for infrastructure in our community,” said SANDAG and San Diego County Board of Supervisors, Chairwoman, Nora Vargas. “The San Dieguito Double Track project is a priority for us, and it will bring safety and reliability to the entire LOSSAN corridor. Through SANDAG, we are able to leverage these critical investments in infrastructure for our local cities.”

“I am proud to support continued investment in the LOSSAN Corridor,” said U.S. Congressman Mike Levin (CA-49). “I will keep advocating for funding available from the Bipartisan Infrastructure Law to protect and enhance this vital transportation link.”

“This is exciting news. This funding will help safeguard rail travel through North County,” said California State Senator Catherine Blakespear (SD-38). “By also extending rail to the Del Mar Fairgrounds with the construction of station platforms, the project funded by this award will improve regional transportation and options for commuters.”

The San Dieguito Bridge Replacement, Double Track and Special Events Platform Project will replace the San Dieguito River Railway Bridge, which is approaching the end of its useful life. Double tracking through this area and construction of the special events station platform at the Del Mar Fairgrounds will add capacity to support increased intercity rail frequencies and provide a one-seat ride to popular attractions such as Del Mar Thoroughbred Club races, the San Diego County Fair, concerts, and other events that attract visitors throughout San Diego and the Southern California region.

The LOSSAN Corridor supports COASTER commuter rail, Amtrak Pacific Surfliner intercity rail, and BNSF freight operations. SANDAG has completed environmental clearance and design work on the project.

At current service levels, the COASTER is the greatest reducer of vehicle miles traveled in the region. Increased service frequencies afforded by this project will enhance national priorities to improve the movement of freight, reduce vehicle miles traveled, support climate action, create jobs, foster social equity, and provide mobility. SANDAG plans to fully double track the LOSSAN corridor by 2035 to accommodate future demand with faster and more frequent train service.

“Thank you to Congressman Levin, Senate President Pro Tempore Atkins, Senator Blakespear, Assemblymember Tasha Boerner Horvath, and leaders throughout the San Diego region who supported this application,” said Edson.

The 2023 TIRCP Award Announcement can be found here: [2023 Cycle 6 New TIRCP Award List 04/24/2023 \(ca.gov\)](#). Detailed descriptions of each project to receive funding from this round can be found here: [2023 TIRCP New Project Detailed Award Summary – 04/24/2023 \(ca.gov\)](#)

April 25, 2023

F2023-04

TO: All Fair CEOs

SUBJECT: POULTRY HEALTH INSPECTIONS (PHI) – FY 2023/24 Fair Season

This letter is to announce that there is grant funding through the US Department of Agriculture (USDA) for the Poultry Health Inspection (PHI) program which is available from April 1, 2023 – March 31, 2024.

Upon arrival at the fair (and before coop-in), all poultry shall be inspected for symptoms of disease or illness by a certified Poultry Health Inspector(s) (PHI) from the designated CDFA/UC Certification Program. Any suspect animals may be dismissed from the fairgrounds. In the case where the fairgrounds will hold marketing or breeding classes this year, the poultry coming onto the fairgrounds will need to be examined by a Poultry Health Inspector (PHI).

A few keynotes for the PHI inspections include:

- 1) The PHI Poster and all the hand-outs (listed under “Fair Responsibilities” on the [UC Davis Poultry Health Inspection](#) web page, must be at the inspection location before the inspector’s arrival. Otherwise, the inspector will wait to begin inspections until the materials arrive.**
- 2) Please utilize only certified Poultry Health Inspectors (PHI). Before signing a contract with a PHI, please ensure your inspector has taken recent training by utilizing the active list found at [UC Davis Poultry Health Inspection](#).**
- 3) If reimbursable costs are incurred between April 1, 2023, and March 31, 2024, the PHI reimbursement will be processed for payment.**
- 4) Each fair will be reimbursed for actual expenses incurred, up to \$300.00 per fiscal year. To be reimbursed, fairs must submit an invoice and backup documentation within sixty (60) days of the end of the fair and no later than March 1, 2024, related inspector(s) signed contract(s), and receipts to F&E at Kalia.Mitchell@cdfa.ca.gov. (Please see the example invoice attached).**

Additional resources on biosecurity and bird health can be found on [UC Davis PHI Program](#) and [CDFA Avian Health Program webpage](#).



The **invoice must be on Fair letterhead, and include** the following:

- Date of Invoice
- Dates of the Fair
- Date of the PHI
- Invoice number
- County with address
- Description of activity and a breakout of the expenses for each activity related to the PHI.
- A backup document is required**
 - *A copy of the contract, mileage, and all backup to support the reimbursement request must be included.

See [CalHR](#) for reimbursable costs/rates for mileage, meals, and lodging.

Below is the pay scale for inspection fees, based on the number of birds inspected.

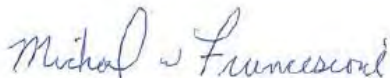
Pay Scale for PHI Payment

<u>Amount</u>	<u>Number of Birds</u>
\$75	0-24
\$100	25 - 50
\$125	51 - 100
\$150	101-150
\$200	151-200
\$250	201-250
\$300	> 250

*Over 250 birds will require more than one PHI, but still a maximum of \$300/fair.

If you have any questions or need additional information, please contact Kalia Mitchell at (916) 900-5274 or Kalia.Mitchell@cdfa.ca.gov.

Sincerely,



Mike Francesconi, Branch Chief
Fairs & Expositions Branch
Enclosure

POULTRY HEALTH CHECK GUIDE

SEVERE DISEASES



ACTION:

- Stop Coop-in. Quarantine.
- Divert arriving exhibitors.
- Have Fair staff call the Fair's contract veterinarian.

If the veterinarian confirms your suspicions of a severe disease situation, then call CDFA's Hot-Line 1-866-922-2473

Your call will be routed to the appropriate CDFA Field Veterinarian.

UNWANTED CONDITIONS

ACTION: Excuse with additional instructions



CONDITIONS NEEDING ATTENTION POST-SHOW

ACTION: Excuse with additional instructions



CONDITIONS INCLUDE: slight bare back, cataracts, moderately overgrown spurs, and razor keel.

UPDATED: MARCH 2021

AUTHORS: Dr. Francine A Bradley

University of California Poultry Health Inspection Program

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EVENT CALENDAR



Surf Cup leaders cited for violating Clean Water Act

by Laura Place ◉ May 2, 2023 👁 361

DEL MAR — Leaders of San Diego youth soccer organizer Surf Cup Sports have been cited for illegally redirecting stormwater at their property just north of the soccer fields along Via de la Valle and into environmentally sensitive areas leading to the San Dieguito River.

On March 16, the San Diego Regional Water Quality Control Board [issued a violation notice](#) to Surf Real Estate, Surf Cup Sports and Surf Del Mar One — all limited liability companies registered to Surf Cup vice

president Rob Haskell — for illegally pumping dirt water on their property at 3975 Via de la Valle in December and January.

The notice also included a citation for channeling stormwater via a constructed trench through a marsh area running directly along El Camino Real at the west end of the property that leads to the river.

The affected area, known as a swale, included sensitive wetland plant species and is owned by the 22nd District Agricultural Association.



Surf Cup Sports leaders were cited for violating the Clean Water Act after redirecting stormwater into a swale that leads to the San Dieguito River. Photo by Laura Place

Surf Cup purchased the 24-acre site known as the Milan property last year, using it partly as a parking lot and keeping it otherwise vacant. It borders the Del Mar polo fields directly south, which Surf leases from the city of San Diego for youth soccer operations, and is considered to be protected wetlands.

“Given the historical use of [the site] as a vehicle parking lot, the stormwater runoff for the parcel likely

contains pollutants such as metals and vehicle fluids like fuel and lubricants,” the notice stated.



Discharging water in this manner constitutes a violation of the Clean Water Act, as it leads to pollutants entering the wetland habitat and the San Dieguito River and causing potential harm to aquatic life, the board said.

A Surf representative said the property filled with water as a result of heavy rains this past winter, and that they are working with the regional water board to bring their operations in line.

“That had to do with the terrific amounts of rain that we received a few weeks back, and we were trying to figure out what to do with it. That property just gets hammered, because it’s at the bottom of the hill, and it just gets everybody else’s water,” the representative said. “The violations are something we have to deal with, and mistakes that we made, and we’re fixing them ... it’s all moving forward positively.”

The regional board learned about the situation from members of the public as well as the 22nd District Agricultural Association, which also owns the Del Mar

Horsepark across El Camino Real and complained to the California Department of Justice.



Surf Cup Sports was previously cited for a lack of erosion control measures and stormwater “best management practices” on the Milan property back in October by the City of San Diego. Photo by Laura Place

“The 22nd District Agricultural Association was made aware of the stormwater pumping onto its land in January 2023. The District takes environmental stewardship very seriously and is working with the Regional Water Quality Control Board to ensure a resolution and full compliance in this matter,” said 22nd DAA spokesman Tristan Hallman.

This marks the second time that Surf Cup leaders have been instructed to stop illegally redirecting water onto 22nd DAA property. Back in 2019, the state Attorney General’s Office Surf Cup issued Surf Cup a cease-and-desist letter for pumping stormwater into the river from the polo fields they currently lease.

Surf was first cited for a lack of erosion control measures and stormwater “best management practices” on the Milan property back in October by the City of San Diego.

In a civil penalty from the city's code division, Surf was instructed to "eliminate the potential for a discharge of sediments and other pollutants in and adjacent to native habitat and properties" and to also cease unpermitted grading on the site.

Just months earlier in May 2022, the city had issued a penalty to Surf for unpermitted grading and filling on the Milan property as well as allowing tournament parking onsite.



Related Articles:

- [Election 2020: North County's School Board Candidates](#) October 23, 2020
- [Election 2020: North County's City Council and County Board...](#) October 16, 2020
- [Election 2022: School Board Races](#) October 13, 2022
- [Decades of flooding in Leucadia raise drainage, legal...](#) March 14, 2022
- [Election 2022: Municipal Races Preview](#) October 7, 2022
- [Surf Cup Sports buys land adjacent to Del Mar polo fields](#) May 2, 2022

22ND DISTRICT AGRICULTURAL ASSOCIATION

CLEAN WATER ACT

DEL MAR

DEL MAR HORSEPARK

ROB HASKELL

SAN DIEGUITO RIVER

SURF CUP SPORTS

< PREVIOUS POST

NEXT POST >

From: [Carla Echols-Hayes](#)
To: [Donna O'Leary](#)
Subject: For Board members--background information on the business of horseshows
Date: Thursday, May 04, 2023 5:52:32 PM

Hi Everyone,

We are very excited for July 15, 2023, when your first public-private partnership with HITS SHOWS at Del Mar Horsepark opens. At 4pm there will be an opening event to celebrate this iconic show ground's reopening.

We appreciate your support, and we look forward to enjoying many years of horse and other animal events at Del Mar Horsepark such as dog agility and flyball.

HITS has done an outstanding job restoring Del Mar Horsepark and modernizing it for the future. The San Dieguito River Park JPA is very supportive as all water remediation is done, dark-sky open space is preserved, and the semi-rural neighborhood is conserved. The horse community is so excited that the first hunter-jumper show in July sold out within 1 hour. And visitor-serving local businesses such as restaurants, hotels and horse services suppliers will benefit greatly.

The 22nd DAA will also benefit greatly from making this public-private partnership thrive, as the lease payments are pandemic-proof, as are all horse events. At the Fairgrounds, for example, the Seaside Circuit garnered approximately \$100,000/week over 6 weeks in revenue, no expenses to the 22nd DAA, earlier this year. We expect the year-round HITS shows plus other events to generate steady cash flow from lease payments.

Just to give all of you a sense of what the horse show business means economically, I've inserted a dated economic study regarding the overall horse industry that HITS commissioned for Indio in 2000. Given inflation, the numbers today are much higher than you will see in this study. However some highlights include

- 31% of economic value to the US economy comes from horse shows
- Mostly women participate in horse sports (equine events are the only Olympic sports where men and women compete as equals)
- The horse industry contributed \$25 billion to the US Economy even in the 1990's, of which only 30% was horse racing.

Here's some background as of 2000. HITS is commissioning another study from SDSU for Del Mar Horsepark that you will receive in the coming months.

Thank you again for your support!

Best, Carla Echols-Hayes
Friends of Del Mar Horsepark, Co-Founder

THE HORSE INDUSTRY IMPACT ON THE U.S. ECONOMY

The horse industry is a microcosm of the larger scale of economies currently prevalent in the United States. The industry is inextricably linked to other related and

unrelated industries for services/supplies in order to sustain and prosper. Industry wage earners also rely typically on other industries to meet their consumption needs. Finally, local, regional and national levels of government are partially dependent on the taxes generated by Horse Industry activities, which approximate \$1.9 billion dollars in total taxes and fees paid to government agencies and produce a total impact on the U.S Gross Domestic Product of \$112.1 billion dollars. Therefore, the role the Horse Industry portrays in the overall US Economy is significant and cannot be underestimated.

Case in point, a report generated by the *American Horse Council Foundation* in 1996, listed the economic impact of the Horse Industry, by activity. Over 30,000 responded to the survey instrument and among the sampling frame were owners, service providers, shows and show organizers, and racetracks. The following table portrays the activities of Horse Racing, Horse Shows, Recreational Activities and other related horse events/activities. Recreation and showing had not only the most participants of any activity reported, but also the most participants per horse.

Economic Impact of the Horse Industry by Activity

Activity	Gross Domestic Product Impact (GDP) (in millions)	Percentage
Horse Racing	34,033	30.4
Horse Shows	34,802	31.1
Recreation	28,300	22.6
Other*	14,922	12.4
Total	\$112,058	100.0

*(Note: "other" reflects farm and ranch work, police work, rodeo and polo)

The horse industry production levels during the 1990's were close to \$25.3 billion in goods and services. This industry rivals the apparel and motion picture industries which have similar levels in terms of the value of goods and services produced. Additionally, over 7.1 million Americans make up the industry as owners, service providers, employees and volunteers. An even larger number participate as spectators. There are 6.9 million horses in the United States with slightly over 70 percent of that number involved in showing and/or recreational endeavors....

From: [Martha Sullivan](#)
To: [Donna O'Leary](#)
Cc: [G. Joyce Rowland](#); [Michael Gelfand](#)
Subject: Longtime CHRB-licensed Owner Under Investigation in RSF for Severe Neglect of Dogs, as well as Horses, & Terrorizing Neighbors
Date: Tuesday, May 02, 2023 8:43:49 AM

Good Morning! Ms. O'Leary, please share this update with all Board Members and Senior Management of the 22nd DAA.

Thank You,
Martha Sullivan

Longtime California Horse Racing Board-licensed Owner, Debra Barkley, under investigation for severe neglect of horses now also investigated for severe neglect of dogs & terrorizing neighbors.

https://www.cbs8.com/article/news/local/rancho-santa-fe-woman-accused-of-animal-abuse-and-aiming-weapons-at-neighbors/509-e6b3d5af-595e-4a72-a075-c182822fe735?fbclid=IwAR1eXbmnwjcrZO0LmsPIeXEgYbccGDTzqqa6o4j_1Zs7aXP7m1r5jBvrEZw

"This neighbor, [Debra Barkley](#), is at the center of another Department of Animal Service Investigation about a property with horses she owns. CBS 8 first reported the investigation in March.

"Debra never answered our calls about her horse property, but today, we watched her drive a pickup truck slowly by where we were interviewing her neighbors. She took out her cell phone and recorded us, recording her. We asked her if she would talk to us, but she never responded. She sat silently for several minutes and recorded us standing in her neighbor's yard.

"A former Navy Seal neighbor said Debra pulled a gun on him when he returned a couple of dogs to her house. He said he was shocked at what he saw. He said, 'It looked like somebody took 18 dumpsters and spilled them across the house.'

"'Trash, garbage, feces all over the floor, a lawn mower in the living room, gas, paint all over the floor. The house is full of ripped-open cans of dog food. Bags of dog food all over the floor mixed in with all of the dog urine and feces all over the floor,' the former Navy Seal continued."

On Apr 6, 2023, at 9:18 AM, Martha Sullivan <marthasullivan@mac.com> wrote:

Good Morning! Ms. O'Leary, please share this email with the Board Members and Senior Management of the 22nd DAA. Thank You,

Martha Sullivan

See drone video of the horse ranch of California Horse Racing Board-licensed racehorse owners Debra Barkley and Craig Netwig of EAS Equine Alliance not far from the Del Mar Racetrack.

"CA Code 597(b) requires protection from the weather. We showed Reynolds our drone video. She says, '**There's clearly no shelter out here. We've had a very cold, wet winter. A lot of these horses have probably suffered not being able to get away fr the driving cold & wind. Especially these older horses, they have trouble regulating their body temperature.**'"

<https://www.cbs8.com/article/news/local/controversy-surrounds-operator-of-a-horse-ranch/509-a7ee0eb4-ee0d-449d-bdab-be74ed5b0c8e?fbclid=IwAR1GdvFIH0atIQGjyXhpiH5FCzFfPky3rq3n-fbOACAHzHTlgrQtDS9emdc>

Also, today's San Diego Union-Tribune picked up this news story:

http://enewspaper.sandiegouniontribune.com/infinity/article_share.aspx?guid=253d6fbb-a772-4a91-87bd-cc9a33d3b1e0

"As of Monday, the agency officers had not been granted full access to all the animals on the property but a veterinarian with the county had spoken with the owner's private veterinarian.

"Westerheide said officials have been working with the property owner and the veterinarian — speaking with them at least 10 times since March 17 — to ensure the animals have care and treatment. And, he said, 'that communication will continue.'

"According to various news reports, between 40 and 50 horses allegedly had been receiving substandard care at the ranch.

"On Friday, CBS8 reported that one of the ranch owners pointed a gun at a photojournalist from the station who was just outside the property. At the ranch, they found one horse with 'a large gash on its leg,' and several were 'limping, (and) many looked emaciated with ribs, hips and their spine(s) showing,' the reporter said."