

# 22<sup>nd</sup> District Agricultural Association Board of Directors May 13, 2025 at 11:00 a.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 22<sup>nd</sup> 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 dialin 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**.

# 22<sup>nd</sup> DAA BOARD OF DIRECTORS

Frederick Schenk, President

Michael Gelfand, 1<sup>st</sup> Vice President

Mark Arabo, Director Lisa Barkett, Director Phil Blair, Director G. Joyce Rowland, 2<sup>nd</sup> Vice President

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

<u>22<sup>nd</sup> DAA Counsel</u> Joshua Caplan Office of the California Attorney General

<u>Secretary-Manager</u> Carlene Moore Chief Executive Officer

# **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 ensure 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 <u>www.delmarfairgrounds.com</u>. Public comments on agenda items will be accepted during the meeting as items are addressed.



# 22<sup>nd</sup> District Agricultural Association Board of Directors Meeting AGENDA

# May 13, 2025 at 11:00 a.m.

# 1. **CALL TO ORDER** – PRESIDENT FREDERICK SCHENK

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 Chair.

#### 2. ROLL CALL

# 3. 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. (Govt. Code, § 11126, subd. (e).)
- B. To confer with and receive advice from legal counsel, regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, the Board will decide whether to initiate litigation. (Govt. Code, § 11126, subd. (e).)
- C. Personnel: The Board will meet in closed session to consider those items authorized under Section 11126 of the Government Code, including but not limited to the evaluation of performance of the CEO. [Gov. Code, § 11126, subd. (a)]

#### 4. **<u>RECONVENE TO OPEN SESSION</u>** [Anticipated by 1:30 p.m.]

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

#### 5. CONSENT CALENDAR [Action Item]

All matters listed under the Consent Calendar are operational matters about which the Board has governing policies, the 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.

•	Mi	nutes, Regular Meeting – April 8, 2025	10-15
•	Сс	ontract Awards & Approvals	58-90
	0	Standard Agreements Exercising Option Years	60-68
		22-014 AM2 Medical Transportation; 22-022 AM3 Security Guard Services ATV &	
		K9; 22-027 AM4 Offsite Transportation/Shuttle Services; 22-032 AM3 Touchless	
		Weapon Detection; 23-054 AM2 Veterinary Services; 25-008 AM1 American Sign	
		Language Interpretation	
	0	Standard Agreements Exempt from Competitive Solicitation	69-85
		25-005 Law Enforcement and Traffic Control; 25-026 AED Program; 25-027	
		O'Brien Gate Entrance Design and Installation; 25-028 Flag and Décor Installation	
		and Removal	
	0	Revenue-Generating Agreements from Competitive Solicitation	86
		22-905 Electrical Services	

# o Sponsorship Agreements

SPO-25-032 Evo Turf USA

# 6. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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. **GENERAL BUSINESS**

A.	<ul> <li>Fair Operations Committee Report – Frederick Schenk, Chair [Information Item]</li> <li>2025 San Diego County Fair Preview Presentation</li> <li>2025 Fair For All Program</li> </ul>	PowerPoint
В.	Consideration and vote to delegate authority to President Schenk to approve contracts that exceed the CEO's Delegation of Authority, beginning May 14, 2025 through the next regularly scheduled and noticed District board meeting [Action Item]	16
C.	Audit & Governance Committee Report – Sam Nejabat, Chair 1. Consideration and vote to amend Policy 6.01 Event Ticket [Action Item]	17-34
D.	Finance Committee Report – Michael Gelfand, Chair	35-42
	<ol> <li>Consideration and vote on whether to exercise the second of three three-year options for Agreement # 22-018 Managing Promoter of The Sound [Action Item]</li> </ol>	43-44
Ε.	Report on District insurance policies procured for 2025-26 [Information Item]	45-46
F.	Update on Senate Bill 493, which would amend Section 4058 of the Food &	47-50
	Agriculture Code to revise and recast the determination of the compensation for managers of District Agricultural Associations [Information Item]	
G.	Discuss and vote on whether the District CEO should continue or discontinue affordable housing discussions with the City of Del Mar under the Exclusive	51-52
	Negotiating Rights Agreement entered into between the District and the City of	
Ц	Del Mar [Action Item] Discussion of the City of Del Mar's request to site affordable housing on	53-54
H.	Discussion of the City of Dermar's request to site anordable housing on District property and the potential impact of that use on District's operations and future master site planning considerations [Information Item]	55-54
I.	DMTC Liaison Committee Report – Mark Arabo, Chair [Information Item]	Verbal
1.	<ul> <li>Horse Racing Industry News &amp; Information including Summer Race Meet Preview Presentation</li> </ul>	Verbai
<del>J.</del>	Race Track Authority – Mark Arabo, RTA President	
	1. Consideration and vote on whether to allow the Del Mar Race Track Authority	
	(Authority) and State Race Track Leasing Commission (Commission) to install	
	plaques on 22nd DAA property recognizing each individual that has served as	
	a Board Member of the Authority since its inception in 1990, and each	
	individual that has served on the Commission since its inception in 1968, and	
	to authorize 22nd DAA CEO Moore to assist with the creation and installation,	

consistent with any applicable limitations under California law [Action Item]

# 8. **EXECUTIVE REPORT** – CEO Carlene Moore [Information Item]

- Operational Announcements
- 2024 Annual Report Presentation
- Construction Projects & Facilities Updates
- Industry News & Updates

PowerPoint

	Correspondence	55-57
•	Review of Contracts Executed per CEO Delegation of Authority	91-176
(	Standard Agreements	112-130
	25-002 Plant Rental; 25-019 Laborers to Support Agriculture & Education; 25-022	
	Community Street Banner Installation; 25-025 Fair Photographer; 25-PW-01 Seal	
	Coating - Infield and Avenue	131-168
(	2025 San Diego County Fair Agreements	131-100
	25-1208 Irma Esquer Roman; 25-1209 Southern California Horseman's Council;	
	25-1210 San Diego Humane Society and S.P.C.A.; 25-1211 Benet Mebane; 25-	
	1212 Justin Mebane; 25-1213 Lindsey Mebane; 25-1214 Chef Ray Presents; 25-	
	1215 Temecula Olive Oil; 25-1216 Barbara Davies dba A Simpler Time; 25-1217	
	University of California Agriculture and Natural Resources – San Diego County;	
	25-1218 San Diego County CowBelles; 25-1219 Saint Claire's Cookie Dough LLC;	
	25-1220 Mountain Meadow Mushroom Farms, Inc.	92
(	2025 San Diego County Fair Grandstand Entertainment Agreements	92
	25-1021 ZEDD, LLC f/s/o Zedd; 25-1043 Cuts Touring, Inc f/s/o Chelsea Cutler;	
	25-1044 92 Touring, LLC f/s/o Quinn XCII; 25-1029 JM TOURING, INC f/s/o	
		92-94
(		92-94
	25-1095 Jennifer Hodge DBA Irresponsibly Drawn, LLC; 25-1096 Tom	
	Griesgraber; 25-1097 Gilbert Flores f/s/o Timba Tumbao; 25-1098 Elisabeth	
	Domaratzky; 25-1099 Dan Armentrout; 25-1100 Ann Heller; 25-1101 Jackson	
	Hines; 25-1102 Tim Cien; 25-1103 Daniel Mayer; 25-1104 Taunya Mast; 25-1105	
	Isaac Elguera; 25-1106 Robert Huff f/s/o The Suenamis; 25-1107 Jackson Shaffer	
	f/s/o Exotic Fruit Tour; 25-1108 April Mosebrook f/s/o April and the Funk Junkies;	
	25-1109 Houston Bernard; 25-1110 Gabriela Tamez; 25-1111 Taylor Johns f/s/o	
	Taylor Johns and the Contraband; 25-1112 Corey Angeli; 25-1113 April	
	Mosebrook f/s/o Man! I feel Like Shania Band; 25-1114 Andrew Fakhouri f/s/o	
	Stone Horse; 25-1115 Farit Sanchez f/s/o Banda Raices Sinaloenses; 25-1116	
	Charlie Recksieck; 25-1117 Jonathan Coleman f/s/o Abrakadabra; 25-1118 Eduardo Ramirez f/s/o Loas Ingratoz; 25-1119 Carjanae Evans; 5-1120 Amil Wood	
	f/s/o Prairiedog Lightning; 25-1121 Darryl Turner f/s/o Phunky Matters; 25-1122	
	Anthony Hernandez f/s/o The Lovepools; 25-1123 Roni Lee f/s/o Roni Lee Group;	
	25-1124 Mauricio Pinzon f/s/o Vilma Diaz y La Sonora; 25-1125 Dakota Howard	
	f/s/o 1 Rebel Nation; 25-1126 Angi Hart f/s/o Hot Lava Tribute to the B52s; 25-	
	1127 Ben Parks; 25-1128 Cesar Freyre f/s/o Entre Nos; 25-1129 Acoustic Spot	
	Talent; 25-1130 Mike Staples f/s/o F M Conspiracy; 25-1131 Carissa Fagan f/s/o	
	Honey Bean Music; 25-1132 Michael Pinning; 25-1133 Alyssa de Boisblanc f/s/o	
	ALYSSAD; 25-1134 Rodolfo Acosta Jr; 25-1135 Cydney Brzeski f/s/o Cobby Music; 25-1136 Robert Adams f/s/o Full Collins Band; 25-1137 Allison Eagan f/s/o	
	So Cal Wienerfest; 25-1138 Josha Brown f/s/o JJ Brown Band	94-100
(	2025 San Diego County Fair Judging Agreements	94-100
	25-32J Alla Bartoschuk; 25-33J Diana Benavidez; 25-35J Tiffany Beres; 25-36J	
	Heidi Brar; 25-37J Manuelita Brown; 25-38J Abigail Goodman; 25-39J Elizabeth	
	McGhee; 25-40J Duke Windsor; 25-41J Chuck McPherson; 25-42J Jennifer King;	
	25-43J Ryan Bulis; 25-44J Kimberly Alexander; 25-45J Megan Allison; 25-46J	
	Julie Barlow; 25-47J John Beaudry; 25-48J Tim Bombardier; 25-49J Mike	
	Bostwick; 25-50J Patrick Caughey; 25-51J Fred Ceballos; 25-52J John Clements;	
	25-53J Andrea Doonan; 25-54J Claire Ehrlinger; 25-55J Anne Emilie-Gold; 25-56J	
	Koby Hall; 25-57J Jackie Higgins; 25-58J Kathryn Kanaan; 25-59J Dave Kennedy;	
	25-60J Carolyn Kinnon; 25-61J Claudia Kuepper; 25-62J Michelle Landis; 25-63J	
	Marian Marum; 25-64J Abby Moldenhauer; 25-65J John Noble; 25-66J Minerva	
	Ramirez; 25-67J Jackie Seidman; 25-68J Mariah Smith; 25-69J Lucy Warren;	

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25-70J Susi Torre-Bueno; 25-71J Andrew Wilson; 25-72J Elena Chirkova; 25-73J Catherine Zinna; 25-74J Lynn Buettner; 25-75J Jill Candeleria; 25-76J Gary Dyak; 25-77J Merle Lambeth; 25-78J Keri McNamara; 25-79J Kristin Morales; 25-80J Barbara Paulovich; 25-81J Phyllis Swanson; 25-82J Sheryl Tempchin; 25-83J Olga Tenyakova; 25-84J Alfred Ventura; 25-85J Nicole Weiss-Calamar; 25-86J Bill Bussard; 25-87J John Perez; 25-88J James Spittal; 25-89J Michael Chodorow; 25-90J Dennis Chodorow; 25-91J Michael Coy; 25-92J Troy Gurling; 25-93J Carol Zaleski; 25-94J Randy Zubieta; 25-95J Beau Kimbrel; 25-96J Pam Sepesi; 25-97J Susan Gembrowski; 25-98J Cate Jaravata; 25-99J Richard Brown; 25-100J Gaby Beebee; 25-101J Robert Conrad; 25-102J Hugh Cox; 25-103J Ashi Fachler; 25-104J Richard Fletcher; 25-105J Cristina Krause; 25-106J Paul Shilling; 25-107J Jeanie Spraul; 25-108J Deborah Weiss-Calamar; 25-109J Andrew Morales; 25-110J Will Olmstead; 25-111J Bob Sly; 25-112J Aaron Serafino; 25-113J Alexander Kunz; 25-114J Anthony Washington; 25-115J Barbara Fletcher; 25-116J Bob Hill; 25-117J Craig Carlson; 25-118J Cynthia Sinclair; 25-119J David Velt; 25-120J Don Bartletti; 25-121J Duane Murphy; 25-122J Greg Kalajian; 25-123J Greg Klamt; 25-124J Hal Wells; 25-125J Jacqueline Ramirez; 25-126J Jennifer Wolf; 25-127J Jim Doyle; 25-128J Jodie Hulden; 25-129J John Watts; 25-130J Judith Preston; 25-131J Julian Jolliffe; 25-132J Kurt Lightfoot; 25-133J Lee Kohse; 25-134J Marshall Williams; 25-135J Melinda Holden; 25-136J Michael Spengler; 25-137J Michelle Pennings; 25-138J Mickey Strand; 25-139J Monica Royal; 25-140J Oliver Asis; 25-141J Osia Ora-Strasner; 25-142J Pasha Turley; 25-143J Ron Garrison; 25-144J Ron Ham; 25-145J Roy Ang; 25-146J Sam Chen; 25-147J Stephen Bay; 25-148J Stephen Burns: 25-149J Susan Hill: 25-150J Theresa Jackson: 25-151J Vern Elmore; 25-152J Will Gibson; 25-153J Matt Anderson; 25-154J Tor Sorenson; 25-155J William Jones; 25-156J Elizabeth Eleanor; 25-157J Ben Cooley; 25-158J Eric Zimmerman; 25-159J Brigham Stewart; 25-160J Allen Messick; 25-161J Lisa Shepard; 25-162J Thomas Cox; 25-163J Kirt Schnipke; 25-164J Brendan Kelley; 25-165J John Hawkins: 25-166J Marco Bradshaw: 25-167J Terry Wilson: 25-168J Robert Frost; 25-169J Rico Jimpherson; 25-170J Cash Brincefield; 25-171J Brendan Kelley; 25-172J Allen Messick; 25-173J Jeremy McDermott; 25-174J Tanner Kane; 25-175J Kailey Fuller; 25-176J Emily Fuller; 25-177J Rhonda Fuller; 25-178J Jeremy McDermott; 25-179J Tanner Kane; 25-180J Kailey Fuller; 25-181J Emily Fuller; 25-182J Rhonda Fuller; 25-183J Monica Lewis; 25-184J Emily Troxell; 25-185J Linda Hermecz; 25-186J Marsha Bode; 25-187J Steven Nakamura; 25-188J Max Turner; 25-189J Beth Van Boxtel 2025 San Diego County Fair Commercial Vendor Agreements 25-915 O'Ryan LLC; 25-916 A Blend Above LLC; 25-917 Action Orthotics; 25-918 Action Promotions; 25-919 Advanced Exteriors, Inc.; 25-920 All About Dips; 25-921 All Around Products; 25-922 Amazon Wonders; 25-923 Amazon Wonders; 25-924 Airbrush Shop; 25-925 American Home Remodeling; 25-926 Avi Unique

921 All Around Products; 25-922 Amazon Wonders; 25-923 Amazon Wonders; 25-924 Airbrush Shop; 25-925 American Home Remodeling; 25-926 Avi Unique Jewelry; 25-927 Azero Monogram LLC; 25-928 Barbie Godoy Studio; 25-929
Tropical Attitudes Gear; 25-930 Buddha's Gift; 25-931 Careco LLC; 25-932 Cats & Crystals; 25-933 Cayamoon; 25-934 Crown US Inc.; 25-935 Hall's Culligan Water; 25-936 D & M Rock & Gem; 25-937 Deoja Creations, LLC; 25-938 Di-Lar Industrial Supply Inc.; 25-939 Dreamstyle Remodeling; 25-940 Ego Electric Bikes San Diego; 25-941 Ella Bella Collection; 25-942 Epstein Industrial Supply Inc.; 25-943 Eyephoria Iris Photography; 25-944 ForgePro 3D Prints; 25-945 GE Roofing Inc., dba A-1 Rain Gutters; 25-946 Geodes Jean P Bucher; 25-947 Gnome Hollow Candle and Soap Co.; 25-948 Hawaiian Moon; 25-949 Health Quest Enterprises; 25-950 High Seas Trading Co.; 25-951 H.I.S.C., Inc; 25-952 Hydro Magnetic Systems (Superior Water); 25-953 Innovated Designs; 25-954 Jan Cates dba The Cates Company; 25-955 Jhana International Inc; 25-956 K&M Brothers LLC; 25-957 Advanced Marketing Int'l, dba Kitchen Craft; 25-958 LeafFilter North, LLC;

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25-959 LILI AND ME; 25-960 Live Aloha Designs; 25-961 Loria Enterprises; 25-962 Luxe Retail LLC; 25-963 Mark Enterprises Inc; 25-964 Marketing Management Inc.; 25-965 MCS Jewelry; 25-966 My Green Home, Inc.; 25-967 New England Leatherworks; 25-968 Nifty 50's; 25-969 Norwex; 25-970 Ocean Sales Ltd.; 25-971 Pet Walker Plus; 25-973 Pibe Sports; 25-974 PNW International Inc; 25-975 Poppers Toy Store; 25-976 Precious Petals Clothing; 25-977 Premium Cashmere; 25-978 Psychic Shoppe; 25-979 Redfern Ent. Inc.; 25-980 Refreshed Enterprise; 25-981 Renewal by Anderson; 25-982 Rufio's Socks Inc; 25-983 The Amber Gift Shop; 25-984 San Diego Crystals & Jewelry LLC; 25-985 Scotlin Scents LLC; 25-986 Shane Lee: 25-987 Sheena Chou DBA Patchy Patchenstein; 25-988 System Pavers; 25-989 TGS Trading Company; 25-990 Cali Charmz; 25-991 Traeger Pellet Grills LLC; 25-992 Trimlight San Diego Inc.; 25-993 U.S. Jaclean, Inc.; 25-994 UNCOMMON USA; 25-995 Nick Motosko dba Versa Products; 25-996 Vitamix; 25-997 Redify Enterprises Inc; 25-998 West Coast Rocks; 25-1002 Belt Bonanza; 25-1003 Bhu Namdol; 25-1004 By Banger LLC; 25-1005 Bhu Namdol; 25-1006 California Solutions; 25-1007 Calipso Enterprises; 25-1008 Castillos Inc.; 25-1009 Corky's Signs; 25-1010 AC Bees Honey; 25-1011 Bath Makeover by Shugarman's, Inc; 25-1012 Black & White Art Studio; 25-1013 Cal Spec Enterprises Inc. DBA Calbath Renovations; 25-1014 CanU Marketing DBA Fab Brows; 25-1015 Castillo's Wireless Sunglasses; 25-1016 Castillo's Wireless Sunglasses; 25-1017 Country Wide Liquidator; 25-1018 Creative Henna; 25-1019 Creative :LegacyX; 25-1020 D'Moncayo Investments, LLC; 25-1021 DamonArts Event Caricatures: 25-1022 DamonArts Event Caricatures: 25-1023 DaVinci Teeth Whitening of Lone Tree; 25-1024 Embroidery Unlimited; 25-1025 Fallbrook Gem and Mineral Society; 25-1026 Forest Art; 25-1027 Garhua; 25-1028 Garlic Festival Foods; 25-1029 Gecko Hawaii LLC; 25-1030 Geoshi Designs; 25-1031 Ghost Scream Hot Sauce; 25-1032 Ghost Scream Hot Sauce; 25-1033 Grizzly Joe's Seasoning; 25-1034 Hawaiian Jewelry Inc.; 25-1035 House of Pistacios; 25-1036 Huaraches Artesanales Sahuavo: 25-1037 INDOCRAFT: 25-1038 Infinity Lights: 25-1039 Inka's Art; 25-1040 Instant Shine Cleaners; 25-1041 International Leather; 25-1042 J.H. Store; 25-1043 Jana Mcknight DBA My Fair Photo; 25-1044 Kelly Styles; 25-1045 L.A. International Marketing, Inc.; 25-1046 Lakeside Product Inc.; 25-1047 Leabrig; 25-1048 Lea's Chinese Gifts; 25-1049 Mahlon Moore (Elephants Etc.); 25-1050 Mi Amor Vintage & Décor; 25-1051 Modern Sunshine; 25-1052 My Green Home, Inc.; 25-1053 Navera LLC; 25-1054 Omar Industries; 25-1055 Professional Wine Opener; 25-1056 Paul's Products; 25-1057 Primera Enterprises; 25-1058 California Gemstones; 25-1059 Dandy Souvenirs; 25-1060 Euroshine USA, Inc.; 25-1061 Euroshine USA, Inc.; 25-1062 Eye Kandy Cosmetics; 25-1063 Redfern Ent. Inc.; 25-1064 Redfern Ent. Inc.; 25-1065 Redfern Ent. Inc.; 25-1066 Jennifer Hodge DBA Irresponsibly Drawn, LLC; 25-1067 Amorcitos; 25-1068 Artisana Gift; 25-1069 Children's Choice Dental Care; 25-1070 Pria Accessories, LLC; 25-1071 Borgil Enterprises; 25-1072 Mojo Sports LLC; 25-1073 Francesco Palmieri; 25-1074 Discount Pictures Mart dba SoCal Arts; 25-1075 Kailani's Crafts; 25-1076 Karen Doyle; 25-1077 Natures Galore LLC; 25-1078 Nicholas Ivins Art & Illustration; 25-1079 Pristine Promotions LLC dba Gadgets & Neat Stuff; 25-1080 Progressive Security Screens; 25-1081 Randy's Pet Supply: 25-1082 Rayne Water; 25-1083 Reborn Cabinets; 25-1085 Remember When Photos; 25-1086 Renewal by Anderson; 25-1087 Shasta Fashions; 25-1088 So Relax California, Inc.; 25-1089 Sundae; 25-1090 Sunshine Kitchen Products; 25-1091 T-Town B&C Ventures, LLC DBA Happy Place; 25-1092 The Caricature Entertainment; 25-1095 The Caricature Entertainment; 25-1096 TLG Adhesives LLC; 25-1097 ToeAsis; 25-1098 Tupperware; 25-1099 Chapman Fashion Int.; 25-1100 Chapman Fashion Int.; 25-1101 Weststar Chimney Sweeps; 25-1102 We Have Your Flag; 25-1103 West Coast Innovations Int'l; 25-1104 Vimbai Madya;

25-1106 Glittery LLC; 25-1107 Ikon Associates; 25-1110 O'Ryan LLC; 25-1118 Brogdon Concessions Inc.; 25-1126 Sameday Heating & Air Conditioning; 25-1127 Nick Motosko dba Versa Products; 25-1128 Bosky Hat Co LLC; 25-1131 Fun Water Outdoor Inc.; 25-1132 Mule Inc; 25-1134 Matthew Mohammadi dba Own Your Own Arcade Game; 25-1136 Ocean Sales Ltd.

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2025 San Diego County Fair Concessions Agreements 25-1105 Alamo Amusements; 25-1108 Alamo Amusements; 25-1109 ARH Treats, LLC; 25-1111 Australian Battered Potatoes LLC; 25-1112 B & J Concessions LLC; 25-1113 BackyardBBQ Village: 25-1114 BackyardBBQ Village: 25-1115 Brander Enterprises Inc.; 25-1116 Brander Enterprises Inc.; 25-1117 Brogdon Concessions Inc.; 25-1119 C&C Concessions Inc.; 25-1120 C&C Concessions Inc.; 25-1121 C&C Concessions Inc.; 25-1122 Chan's Concessions; 25-1123 Chicken Charlie's Enterprises; 25-1124 Chicken Charlie's Enterprises; 25-1125 Chicken Charlie's Enterprises; 25-1129 Chuckwagon; 25-1130 Chuckwagon; 25-1133 CK&A Concessions; 25-1135 Sonflower Productions; 25-1137 D&D Country Fair Cinnamon Rolls; 25-1138 Dee's Concessions; 25-1139 Duggans Concessions; 25-1140 Event Food Services (ICEE); 25-1141 Fair Pretzels LLC; 25-1142 Family A Fair INC; 25-1143 Family A Fair INC; 25-1144 Fernie's Concessions Inc.; 25-1145 Fruit Caboose Inc.; 25-1146 Fruit Caboose Inc.; 25-1147 Fruit Caboose Inc.; 25-1148 Fun Biz Concessions Inc.; 25-1149 Fun Biz Concessions Inc.; 25-1150 Fun Biz Concessions Inc.; 25-1151 Fun Time Foods (Mom's Bake Shop); 25-1152 Fun Time Foods (Mom's Bake Shop); 25-1153 Grand Beverage Corp; 25-1154 Hallak Sisters Inc.; 25-1155 HDS Fair Co. (Hot Dog on a Stick); 25-1156 HDS Fair Co. (Hot Dog on a Stick); 25-1157 Helm & Sons Amusements; 25-1158 Helm & Sons Amusements; 25-1159 J&A Foods LLC; 25-1160 J. Crutch LLC; 25-1161 J. Crutch LLC: 25-1162 JP's Old West Cinnamon Rolls: 25-1163 Juicy's: 25-1164 Juicy's: 25-1165 Juicy's; 25-1166 Leap of Faith Adventures, Inc. (JK Dots); 25-1167 Leap of Faith Adventures, Inc. (JK Dots); 25-1168 Leavitt Family Trust dba Odyssey Foods, Inc.: 25-1169 Leavitt Family Trust dba Odyssev Foods, Inc.: 25-1170 Little T Concessions; 25-1171 Little T Concessions; 25-1172 Little T Concessions; 25-1173 Lopez Concessions, LLC; 25-1174 Lopez Concessions, LLC; 25-1175 Mad Mtn Concessions dbaW&R Country Fair Cinn Rolls; 25-1176 Maverick Concepts; 25-1177 Maverick Concepts; 25-1178 Maverick Concepts; 25-1179 Melissa Cagle Concessions; 25-1180 Melissa Cagle Concessions; 25-1182 M. Hill Enterprises, Inc.; 25-1217 M. Hill Enterprises, Inc.; 25-1183 Nathalie Harrington DBA Western Delight; 25-1184 Ryan Needham Concessions; 25-1185 Ryan Needham Concessions; 25-1186 Odyssey Foods, Inc.; 25-1187 Odyssey Foods, Inc.; 25-1188 Odyssey Foods, Inc.; 25-1189 Odyssey Foods, Inc.; 25-1190 Pacific Coast Concessions; 25-1191 Pacific Coast Concessions; 25-1192 Paradise Management LLC; 25-1193 Paul's Products; 25-1194 PHD & ME; 25-1195 PHD & ME; 25-1196 R & K Concessions, LLC; 25-1197 Rafikiz Foodz; 25-1198 Raspados Del Sur LLC; 25-1199 RCS Ray Cammack Shows; 25-1200 Rico's Manjares Mosita; 25-1201 Robert Jackson Enterprises: 25-1202 Robert Jackson Enterprises: 25-1203 Rock's Concessions; 25-1204 Rock's Concessions; 25-1205 Rock's Concessions; 25-1206 SHN INC (Roxy's); 25-1207 Soto's Concessions DBA Alicias Mexican Kitchen; 25-1208 Soto's Concessions DBA Maddie's Crepes; 25-1209 Stizzy Works LLC; 25-1210 Stizzy Works LLC; 25-1211 Stizzy Works LLC; 25-1212 TC Dugan Enterprises, Inc.; 25-1213 The Copper Kettle; 25-1214 The Copper Kettle; 25-1215 The Snax Shack; 25-1216 Timbo's Beef Jerky, Sticks, & Dill Pickles; 25-1217 Trinity Concessions; 25-1218 Unique Concessions; 25-1219 Unique Concessions; 25-1220 Unique Concessions; 25-1221 Universal Kimdom dba Hawaiian Honey Cones; 25-1222 Vartanian Concessions Mgmt; 25-1223 Vartanian Concessions Mgmt; 25-1224 Vartanian Concessions Mgmt; 25-1225 Vartanian Concessions Mgmt; 25-1226 Victor Marcus Inc. DBA Vics Concessions;

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25-1227 WB Mobile Concessions; 25-1228 West Coast Weenies Inc.; 25-1229 West Coast Weenies Inc.; 25-1232 Uptown Photos; 25-1234 On Trend Apparel; 25-1233 PSQ Productions

<u>Event Agreements</u>
 25-914 Central Valley Reptile Expo; 26-909 La Mesa RV Center; 26-1000
 Westward Expos

#### 10. ADJOURNMENT

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#### 22<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION Board of Directors Meeting Del Mar Fairgrounds 2260 Jimmy Durante Boulevard Del Mar, CA 92014

# April 8, 2025

# **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: <u>https://www.delmarfairgrounds.com/p/public-information1</u>

# **OFFICERS PRESENT**

Frederick Schenk, President Michael Gelfand, 1<sup>st</sup> Vice President G. Joyce Rowland, 2<sup>nd</sup> Vice President

#### DIRECTORS PRESENT

Mark Arabo Lisa Barkett Phil Blair Kathlyn Mead Don Mosier Sam Nejabat

# **OTHERS PRESENT**

Matthew Goldman, Deputy Attorney General *(via Zoom)* Carlene Moore, Chief Executive Officer Katie Mueller, Chief Operations Officer Tristan Hallman, Chief Communications Officer Doug Lofstrom, Interim Chief Administrative Officer Donna O'Leary, Office Manager

# CALL TO ORDER

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

# ROLL CALL

President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all present.

# RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Closed Executive Session at 1:36 p.m.

# RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 2:05 p.m. President Schenk stated that the District Board of Directors considered the advice of counsel on the items listed on the Closed Session portion of the agenda and there is nothing to report.

# CONSENT CALENDAR

# PUBLIC COMMENT ON CONSENT CALENDAR (see page 7 of transcript) Martha Sullivan

Standard agreement 25-020 for grandstand fire watch patrol services was removed from the Consent Calendar for further discussion under General Business.

Vice President Gelfand moved to approve the Consent Calendar with the removal of standard agreement 25-020. Vice President Rowland seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor. The motion carried 9-0.

**PUBLIC COMMENT ON NON-AGENDA ITEMS** (see pages 9-15 of transcript) Karen Goldstein, Martha Sullivan, Chaun Reynolds, Jane Cartmill, Carla Hayes

# **GENERAL BUSINESS**

#### Standard Agreement 25-020

CEO Moore reminded the Board that the state fire marshal required 24/7 grandstand fire watch patrol while alarm system repairs were under way. The security company that had been performing the patrol services walked off the job, and the District had to enter into a stopgap contract (agreement 25-020) with a new vendor, Allied Universal Event Services, to continue 24/7 patrol through the end of April.

PUBLIC COMMENT ON CONSENT CALENDAR (see page 16 of transcript) Martha Sullivan

Vice President Gelfand moved to approve standard agreement 25-020. Director Blair seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor. The motion carried 9-0.

#### Item 7-A: Finance Committee Report

Financial reports can be found on pages 12-23 of the meeting packet. CEO Moore gave an overview of the District's 2024 Statement of Operations report beginning on page 24 of the meeting packet.

Item 7-A-1: Consideration and vote on whether to (a) approve the District's 2025 insurance policies renewals, or (b) delegate authority to Director Gelfand to review, select, and procure insurance policies for 2025 and to report back on those selections to the District's Board of Directors at the May 2025 Board meeting

Vice President Gelfand referred to the report beginning on page 36 of the meeting packet and explained that the District has requested an exemption from California Department of Food and Agriculture to procure insurance through a private broker rather than through California Fair Services Authority (CFSA) or Department of General Services Office of Risk 22<sup>nd</sup> DAA Board Meeting Minutes April 8, 2025 Page 3

and Insurance Management (ORIM) for policies that CFSA does not provide and ORIM is unable to procure prior to the current policy terminations.

# <u>PUBLIC COMMENT ON ITEM 7-A-1 (see pages 32-33 of transcript)</u> Martha Sullivan, Jane Cartmill

Director Mead moved to delegate authority to Director Gelfand to review, select, and procure the District's insurance policies for 2025. Director Nejabat seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Blair, Mead, Mosier, and Nejabat were all in favor. The motion carried 9-0.

# Item 7-A-2: Consideration and vote on whether to provide statutory consent for the operation of a minisatellite wagering site

Vice President Gelfand referred to the report beginning on page 43 of the meeting packet regarding the Gaslamp Tavern minsatellite wagering site in San Diego.

# <u>PUBLIC COMMENT ON ITEM 7-A-2 (see pages 36-37 of transcript)</u> Martha Sullivan, Jane Cartmill

Vice President Gelfand moved to extend statutory consent for the operation of a minisatellite wagering site in downtown San Diego for three years, through June 20, 2028, per the terms of the agreement on pages 45-49 of the meeting packet. Director Mead seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Barkett, Blair, Mead, Mosier, and Nejabat were all in favor. Director Arabo was not in favor. The motion carried 8-1.

Item 7-B: Consideration and vote on whether to delegate authority to President Schenk to approve the competitively bid contract for grandstand fire watch services and report back on the contract to the District's Board of Directors at the next regularly scheduled and noticed District Board meeting

President Schenk announced that a vote on Item 7-B was no longer necessary because the grandstand fire panel passed its final inspection and 24/7 patrol is no longer required. CEO Moore reported that the District is moving forward with an IFB for on-call fire watch services in the event patrol is needed in the future.

PUBLIC COMMENT ON ITEM 7-B (see page 51 of transcript) None

# Item 7-C: DMTC Liaison Committee Report

Director Arabo recapped the last committee meeting, which included a conversation with Premier Food Services about race meet food and beverage offerings and a discussion on the horse racing industry in Northern California.

<u>PUBLIC COMMENT ON ITEM 7-C (see pages 53-61 of transcript)</u> Martha Sullivan, Chaun Reynolds, Jim Coleman, Jane Cartmill, Oscar de la Torre

# Item 7-D: Report of State Race Track Leasing Commission and Del Mar Race Track Authority meetings

Director Arabo reported that the State Race Track Leasing Commission opted not to refinance or restructure the Del Mar Race Track Authority revenue bonds, series 2015, and referred to the reports beginning on page 62 of the meeting packet. The Commission and Authority each approved plans to create plaques honoring each Commissioner and Authority member since the inception of those entities.

# <u>PUBLIC COMMENT ON ITEM 7-D (see pages 73-77 of transcript)</u> Martha Sullivan, Chaun Reynolds, Jane Cartmill

# Item 7-E: Fair Operations Committee Report

President Schenk reported that the District is launching a centralized operations center at the 2025 San Diego County Fair, where members of the communications, Public Safety, and Customer Care teams can work together in one location to monitor issues and complaints. The District is also working with consultants to update emergency operating action plans.

A joint media event with the San Diego Humane Society is planned for April 22, and the annual media preview event is scheduled for May 29.

COO Mueller presented the lineup for the Paddock Concert Series, as well as the matinee show schedule on the Avenue Stage. At The Sound, comedian Tumua Tuinei was booked, and comedian Marcelo Hernandez canceled his planned performance dates.

# PUBLIC COMMENT ON ITEM 7-E (see page 84 of transcript) None

<u>Item 7-F: Present draft revisions of Policy 6.01, Event Ticket Policy and receive feedback</u> President Schenk referred to the report beginning on page 64 of the meeting packet. CEO Moore outlined proposed changes to the District's Event Ticket Policy, which was first adopted in 2009, and requested feedback from the Board. The draft policy will be brought back to the Board for a vote in May.

PUBLIC COMMENT ON ITEM 7-F (see pages 105-106 of transcript) None

<u>Item 7-G: People & Culture Committee Report</u> The committee report can be found on pages 81-90 of the meeting packet.

<u>Item 7-G-1: Discussion and vote on whether to support Senate Bill 493, which would</u> <u>amend Section 4058 of the Food & Agriculture Code to revise and recast the determination</u> <u>of the compensation for managers of District Agricultural Associations</u>

Vice President Rowland reported that the California State Senate is considering a bill to authorize the Secretary of Food and Agriculture to set the salary range and salary for CEOs of District Agricultural Associations, which is currently set by CalHR.

# PUBLIC COMMENT ON ITEM 7-G-1 (see page 111 of transcript) None

Vice President Gelfand moved to authorize Director Rowland as the District's spokesperson to speak before state committees and lobby members of the legislature to revise the bill to better account for the District's needs. Director Blair seconded the motion, and then left the meeting shortly thereafter. Director Mead suggested amending the motion to change "lobby" to "advocate." Vice President Gelfand agreed to the amendment, and Director Mosier seconded the amended motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor. The motion carried 8-0.

Item 7-H: Discuss and vote on whether the District CEO should continue or discontinue affordable housing discussions with the City of Del Mar under the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar CEO Moore reported that there have been no new developments in affordable housing discussions with the City of Del Mar since the March Board meeting.

# PUBLIC COMMENT ON ITEM 7-H (see page 123 of transcript) None

Vice President Gelfand moved to continue discussions with the City of Del Mar regarding affordable housing at the fairgrounds. Director Mosier seconded the motion. President Schenk, Vice Presidents Gelfand and Rowland, and Directors Arabo, Barkett, Mead, Mosier, and Nejabat were all in favor. The motion carried 8-0.

# EXECUTIVE REPORT

- A strategic discussion about affordable housing at the fairgrounds is planned for the May Board meeting.
- An emergency repair project is under way to replace the electrical transformer that services the sewer pump lift station in the backstretch area.
- The Facilities Condition Assessment Report will be received in May, reviewed for final edits, and presented at the August meeting.
- HITS Chief Financial Officer Steve Gintowt previewed the upcoming Del Mar National Horse Show at Horsepark.
- Del Mar Golf Center General Manager Matt Clay gave a presentation showcasing some of the recent improvements to the facility.
- The District, HITS, and the River Park JPA are working on plans to repair the culvert that was damaged in the January 2024 washout.
- Interim CAO Lofstrom reviewed recently completed, ongoing, and upcoming construction projects at the fairgrounds.

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# **MATTERS OF INFORMATION**

Correspondence can be found on pages 98-106 of the meeting packet. Contract information can be found on pages 107-186 of the meeting packet.

ADJOURNMENT There being no further business to discuss, President Schenk adjourned the meeting at 5:34 p.m.

Carlene Moore **Chief Executive Officer** 



# Item 7-B, Delegation of Authority for Contract Approval

#### **Background:**

Per the *Delegation Of Authority For Contract Approval, Check Signing, And Credit Card Use* Policy approved by the Board of Directors of the 22nd District Agricultural Association (22nd DAA) on January 9, 2024, "the CEO has delegated authority to execute expense agreements without further authorization from the Board of Directors consistent with Policy 4.03 Contract and Procurement, 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."

Historically, the Board does not meet during the months of June and July due to the production of the San Diego County Fair, followed by the transition to the Del Mar Thoroughbred Club's Summer Live Racing meet.

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 with a cost greater than the CEO's delegated approval authority. These services often include agreements that ensure the safety of guests and smooth operations of the San Diego County Fair, 22nd DAA's premier annual event. For the sake of efficiency, the Board has traditionally delegated authority to the Board President to approve such expenditures during the time from the end of the May Board meeting until the next scheduled and noticed Board meeting.

For reference, in the summer of 2024, Board President Frederick Schenk approved eight contracts, including for grounds sweeping, pest control services, temporary fencing services, ride safety inspections, and sponsorship agreements.

#### 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 22nd DAA. 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 22nd DAA officers or employees the authority to enter into contracts on behalf of 22nd DAA.

#### **Recommendation**

Delegate authority to Board President Frederick Schenk to approve contracts that exceed the CEO's delegated authority beginning May 14, 2025, and extending to the next regularly scheduled and noticed Board meeting. Any contract approved under this delegation will comply with California law and be brought back to the Board for review at the next regularly scheduled and noticed 22nd DAA Board meeting.



# Item 7-C-1, Audit & Governance Committee – Consideration and Vote to Amend Policy 6.01 Event Ticket

# **Background:**

In late 2024, the Audit & Governance Committee (the Committee) of the 22nd District Agricultural Association (22nd DAA) began reviewing the Event Ticket Policy (the Policy) in response to questions from Board members and as part of its ongoing work to adopt new policies and update and modernize longstanding policies. 22nd DAA staff and the Committee have researched and worked to revise the Policy in a manner that supports Board leadership and Board members' interest in experiencing and promoting events at the fairgrounds and ensures consistency with State of California regulations.

# State regulations

In December 2008, the California Fair Political Practices Commission (FPPC) promulgated several new and amended regulations relating to tickets for entertainment, amusement, recreational, or similar events, distributed to public officials or distributed at the behest of public officials. Distribution of tickets to these types of events could result in a gift to the individuals who attend, therefore making these tickets reportable in state-mandated disclosures under specific circumstances.

In response to the FPPC's actions, 22nd DAA adopted the Policy on June 6, 2009, pursuant to the guidelines established by the California Code of Regulations — specifically California Code of Regulations, title 2, section 18944.1, which discusses when and to whom tickets can be distributed.

Board members took part in California Fair Political Practices Commission (FPPC) training in December and recently completed their required Form 700 reporting process. Now, with ticket-distribution season upon the 22nd DAA, it is timely for the Board to consider proposed revisions to the Policy. Board members are encouraged to attend events and activities at the fairgrounds, and the Policy details the process for distribution of all tickets.

# Process/Approach:

The Committee sought further input from counsel and the FPPC as the Committee considered appropriate modifications to the Policy to remain up-to-date with state

regulations, clarify practices, and enhance Board members' understanding of proper procedures.

During the research, the Committee learned that Section 18944.1 of the Regulations was amended in 2012 to provide for public officials who do not have Immediate Family, as defined in the Regulations, to receive one ticket for a guest of their choosing. However, 22nd DAA has not incorporated this change into its Policy, which has remained unchanged since its adoption in 2009.

The Committee seeks to rectify this discrepancy by revising the Policy to allow 22nd DAA Officials who do not have Immediate Family to be eligible to receive a ticket for no more than one guest, consistent with the California Code of Regulations.

The Committee also proposes other changes that seek to provide consistency in format and terms as defined in Policy 1.01 Policy Framework and Definitions.

Additional changes to the Policy being proposed at this time are meant to better clarify distribution, behests, and reporting requirements, including definitions for Face Value and Ceremonial Role. The Policy in its current form is vague or silent on these matters, leading to confusion.

"FPPC Frequently Asked Questions: Form 700 Disclosures" provides further clarification on event ticket disclosure requirements for 22nd DAA Officials.

**FAQ 32: Tickets given to 22nd DAA**. Assuming the tickets meet the District's policy as an appropriate use of public funds, the District may report the tickets on the Form 802 (Agency Report of Ceremonial Role Events and Ticket/Pass Distributions), which is a public record. The 22nd DAA Official does not need to report the tickets on the Form 700.

**FAQ 37: Tickets provided directly to 22nd DAA Official**. So long as the organization holding the event provides the ticket **and** so long as the official's agency (22nd DAA) completes the Form 802, the ticket is not reportable on the 22nd DAA Official's Form 700.

As a state institution, 22nd DAA is required to complete and post Form 802 to 22nd DAA website (delmarfairgrounds.com) to disclose detailed information about the distribution of tickets and passes, including the identity of the persons who received the tickets and the public purpose of each ticket distribution. Based on the FAQ above, this means that the tickets reported by the 22nd DAA do not need to be reported again on a Board member's Form 700.

# **Recommendation:**

Approve the amendments to the Policy, as presented in a redline version on the following pages.

Education and training will also be important to implementation. The Committee recommends developing a quick reference guide of Frequently Asked Questions related to the Policy as a resource for all 22nd DAA Officials. The Committee further recommends incorporating the presentation and detailed review of this Policy during the orientation process for new Board members to enhance understanding of event tickets and reporting requirements.

# Policy 6.01: Event Ticket Policy

Date Adopted/Last Revised: June 6, 2009/May 13, 2025

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.

# <u>Purpose</u>

To encourage participation and attendance of Board Members at events produced and/or hosted by the 22nd DAA, and to cultivate a spirit of cooperative decision-making, shared goals and collective ownership of decisions of the Board consistent with Policy 3.03 Board Member Code of Conduct, the 22nd DAA will distribute complimentary tickets for governmental and public purposes including economic or business development, community and government relations, supporting programs or services rendered by nonprofit organizations, and attracting or rewarding volunteer public service pursuant to this Policy.

1.0 Application of Policy

**1.1**—This Policy applies to Tickets which provide admission to a facility or event for an entertainment, amusement, recreational or similar purpose, and are:

- a) Gratuitously provided to the 22nd District Agricultural Association (<u>"District22nd DAA</u>") by an outside source;
- b) Acquired by the <u>22nd DAA District</u> by purchase;
- c) Acquired by the <u>22nd DAA District</u> as consideration pursuant to the terms of a contract for the use of a <u>22nd DAA District</u> Venue;
- d) Produced or sponsored by the <u>22nd DAA District;</u> or
- e) Acquired and/or distributed by the 22nd DAA District in any other manner.r.

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**1.2**—This Policy does <u>not</u> apply to any other item of value provided to the <u>22nd DAA</u> <u>District</u> or any <u>22nd DAA</u> <u>District</u> Official, regardless of whether received gratuitously or for which consideration is provided.

1.3 This Policy, together with the Ticket procedures established pursuant to Section 4.2the Ticket Administrator Responsibilities -below, shall supersede and replace any earlier 22nd DAA District policies relating to the distribution of Tickets to 22nd DAA District Officials of Tickets for admission to any facilities or events for an entertainment entertainment, amusement, recreational, or similar purpose.

1.4—This Policy shall <u>be</u> posted in a prominent place on the <u>22nd DAA</u> <del>District's</del> websites: <u>www.delmarfairgrounds.com</u> <u>www.delmarfairgrounds.com</u>.

# **Definitions**

**2.0 Definitions:** Unless otherwise expressly provided herein, words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code sections 81000, *et seq.*, as the same may from time to time be amended) and the Fair Political Practices Commission ("FPPC") Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 *et seq.*, as the same may from time to time be amended).

<u>A.</u> <u>2.1</u> <u>"22nd DAADistrict":</u> shall mean and refer to the 22nd District Agricultural Association.

A.B. 2.2 "22nd DAA District Official:" means every Director, officer, employee, or consultant of the <u>22nd DAADistrict</u>, as defined in Government Code Section 82048 and California Code of Regulations, title 2, section 18701. "22nd DAA District Official" shall include, without limitation, any member of the <u>22nd</u> DAA District's Board of Directors or any other appointed <u>22nd DAA District</u> official or <u>22nd DAA District</u> employee required to file an annual Statement of Economic Interests (FPPC Form 700).

B.C. 2.3 "22nd DAA District Venue:" means and includes any facility owned, controlled or operated by the District22nd DAA.

C.D. 2.4 "FPPC:" means the California Fair Political Practices Commission-

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D.E. 2.5 "Immediate Family: "means the spouse or registered domestic partner and dependent children, as set forth in Government Code section 82029 and Family Code section 297.5.

E.F. 2.6 "Policy:" means this 22nd District Agricultural Association Ticket Policy.

- <u>G. 2.7 "**Ticket**": means and includes any form of admission privilege to a facility,</u> event, show, concert, or performance.
- H. **Ceremonial Role**: per FPPC Code of Regulations Section 18942.3 "an act performed at an event by the official as a representative of the official's agency at the request of the holder of the event or function where, for a period of time, the focus of the event is on the act performed by the official. Examples of a Ceremonial Role include: throwing out the first pitch at a baseball game; cutting a ribbon at an opening; making a presentation of a certificate, proclamation, award, or other item, such as the key to the city."
- F.I.Face Value: amount paid by a member of the public including any applicable fees and service charges

# **Policy**

# 3.0 Conditions Under Which Tickets May Be Distributed to 22nd DAA Officials

Subject to the provisions of this Policy, the 22nd DAA will distribute complimentary Tickets to 22nd DAA Officials under any of the following conditions or governmental and/or public purposes:

- a) Performance of a Ceremonial Role or function representing the 22nd DAA at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- b) The official and/or job duties of the 22nd DAA Official require their attendance at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- c) Economic or business development purposes on behalf of the 22nd DAA, including, but not necessarily limited to: promotion and marketing of the 22nd DAA's resources and facilities available for commercial and other uses; increase of ancillary revenue for food, beverage, parking and related items at interim and 22nd DAA-promoted events; promotion and marketing of 22nd

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DAA initiated, supported, controlled, or sponsored programs or events, including but not limited to the annual Fair and Grandstand concert series, The Sound, Del Mar race track meets, Breeders' Cup, and the Del Mar National Horse Show; promotion and marketing of interim and year-round events; marketing of sponsorship programs; and, promotion of 22nd DAA recognition, visibility, and/or profile on a local, state, national, or international scale.

- d) Intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
- e) Community relations.
- f) Attracting or rewarding volunteer public service.
- g) Supporting and/or showing appreciation for programs or services rendered by non-profit organizations benefiting San Diego County residents.
- h) Encouraging or rewarding significant academic, athletic, or public service achievements by San Diego County students, residents or businesses.
- i) Attracting and retaining highly qualified employees in 22nd DAA service, for which such employee may receive no more than four (4) Tickets per event.
- j) As special recognition or reward for meritorious service by a 22nd DAA employee, for which such employee may receive no more than four (4) <u>Tickets per event.</u>
- <u>k)</u> For use in connection with a 22nd DAA employee competition or drawing, for which there shall be made available no more than (4) Tickets per event.
- Recognition of contributions made to the 22nd DAA by former members of the Board of Directors, for which such former Director may receive no more than (4) Tickets per event.

The 22nd DAA Official reimburses the 22nd DAA for the Face Value of the Ticket(s).

- Reimbursement shall be made at the time the Ticket(s) is/are distributed to the 22nd DAA Official.
- The Ticket Administrator shall, in their sole discretion, determine which event Tickets, if any, shall be available.

The 22nd DAA Official treats the Ticket(s) as income consistent with applicable federal and state income tax laws.

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The 22nd DAA Official and (a) the 22nd DAA Official's Immediate Family, or (b) if the 22nd DAA Official has no Immediate Family, no more than one guest, uses the Ticket(s) for their own personal use.

The 22nd DAA Official behests such Ticket(s) in accordance with this Policy.

# **General Provisions**

<u>3.1 No Right to Tickets</u>: The use of complimentary Tickets is a privilege extended by the District and not the right of any person to which the privilege may from time to time be extended.

<u>3.2 Limitation on Transfer of Tickets</u>: Tickets distributed to a District Official pursuant to this Policy shall not be transferred to any other person, except to members of such District Official's Immediate Family solely for their personal use.

<u>3.3 Prohibition Against Sale of or Receipt of Reimbursement for Tickets: No person</u> who receives a Ticket pursuant to this Policy shall sell or receive reimbursement for the value of such Ticket.

<u>3.4 No Earmarking of Tickets to District</u>: No Ticket gratuitously provided to the District by an outside source and distributed to, or at the behest of a District Official pursuant to this Policy, shall be earmarked by the original source for distribution to a particular District Official.

# 4.0 Agency Head

4.1 The District Secretary / General Manager shall be the Agency Head for purposes of implementing the provisions of this Policy. In the absence of the District Secretary / General Manager, the District Deputy General Manager or the Chief Financial Officer shall be the Agency Head for purposes of implementing the provisions of this Policy.

4.2 The Agency Head shall have the authority, in his or her sole discretion, to establish procedures for the distribution of Tickets in accordance with this Policy. All requests for Tickets which fall within the scope of this Policy shall be made in accordance with the procedures established by the Agency Head.

4.3 The Agency Head shall determine the face value of Tickets distributed by the District for purposes of Sections 5.1, 5.2 and 7.1, subparagraph (d), of this Policy.

4.4 The Agency Head, in his or her sole discretion, may revoke or suspend the Ticket privileges of any person who violates any provision of this Policy or the procedures established by the Agency Head for the distribution of Tickets in accordance with this Policy.

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4.5 The disclosure forms required by Section 7.0 of this Policy shall be prepared and posted by the Agency Head, or by an individual acting under the Agency Head's authority, supervision, and control.

**5.0 Conditions Under Which Tickets May Be Distributed:** Subject to the provisions of this Policy, complimentary Tickets may be distributed to District Officials under any of the following conditions:

5.1 The District Official Reimburses the District for the face value of the Ticket(s).

- Reimbursement shall be made at the time the Ticket(s) is/are distributed to the District Official.
- The Agency Head shall, in his or her sole discretion, determine which event Tickets, if any, shall be available under this section.

5.2 The District Official treats the Ticket(s) as income consistent with applicable federal and state income tax laws.

5.3 The District Official uses, or behests, such Ticket(s) for one or more of the following governmental and/or public purposes:

- a) Performance of a ceremonial role or function representing the District at the event, for which the District Official may receive enough Tickets for the District Official and each member of his or her Immediate Family.
- b) The official and/or job duties of the District Official require his or her attendance at the event, for which the District Official may receive enough Tickets for the District Official and each member of his or her Immediate Family.
- c) Economic or business development purposes on behalf of the District, including, but not necessarily limited to: promotion and marketing of the District's resources and facilities available for commercial and other uses; increase of ancillary revenue for food, beverage, parking and related items at interim and District-promoted events; promotion and marketing of District initiated, supported, controlled, or sponsored programs or events, including but not limited to the annual Fair and Grandstand concert series, Scream Zone, Holiday of Lights, Professional Bull Riders, annual Del Mar race track meet, and the Del Mar National Horse Show; promotion and marketing of interim and year-round events; marketing of sponsorship programs; and, promotion of District recognition, visibility, and/or profile on a local, state, national, or international scale.

- d) Intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
- e) Community relations.
- f) Attracting or rewarding volunteer public service.
- g) Supporting and/or showing appreciation for programs or services rendered by non-profit organizations benefiting San Diego County residents.
- h) Encouraging or rewarding significant academic, athletic, or public service achievements by San Diego County students, residents or businesses.
- i) Attracting and retaining highly qualified employees in District service, for which such employee may receive no more than four (4) Tickets per event.
- j) As special recognition or reward for meritorious service by a District employee, for which such employee may receive no more than four (4) Tickets per event.
- k) For use in connection with a District employee competition or drawing, for which there shall be made available no more than (4) Tickets per event.
- Recognition of contributions made to the District by former members of the Board of Directors, for which such former Director may receive no more than (4) Tickets per event.

# 6.0 Tickets Distributed at the Behest of a District22nd DAA Official

6.1 Only <u>members of the 22nd DAA Board of Directors and 22nd DAA Chief</u> <u>Executive Officer</u> the following District Officials shall have authority to behest Tickets: <u>members of the Board of Directors, the Secretary / General Manager, and the Deputy</u> <u>General Manager</u>.

6.2 Tickets shall be distributed by the 22nd DAA at the behest of a District22nd DAA Official only for one or more public purposes set forth in Section 5.3 above in this Policy.

6.3 If Tickets are distributed by the 22nd DAA at the behest of a District22nd DAA Official, such District22nd DAA Official shall not (a) use one of the Tickets so distributed to attend the event, or (b) use any of the Ticket(s) so distributed for the 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, for no more than one guest of that 22nd DAA Official, to attend the event.

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# **General Provisions**

No Right to Tickets: The use of complimentary Tickets is a privilege extended by the 22nd DAA and not the right of any person to which the privilege may from time to time be extended.

Limitation on Transfer of Tickets: Tickets distributed to a 22nd DAA Official pursuant to this Policy shall not be transferred to any other person, except to members of such 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, to no more than one guest, solely for their personal use.

Prohibition Against Sale of or Receipt of Reimbursement for Tickets: No person who receives a Ticket pursuant to this Policy shall sell or receive reimbursement for the value of such Ticket.

No Earmarking of Tickets to 22nd DAA: No Ticket gratuitously provided to the 22nd DAA by an outside source and distributed to, or at the behest of a 22nd DAA Official pursuant to this Policy, shall be earmarked by the original source for distribution to a particular 22nd DAA Official.

# Ticket Administrator Responsibilities

The 22nd DAA Chief Executive Officer shall be the Ticket Administrator for purposes of implementing the provisions of this Policy and may delegate this responsibility within the organization as necessary.

The Ticket Administrator shall have the authority, in their sole discretion, to establish procedures for the distribution of Tickets in accordance with this Policy. All requests for Tickets which fall within the scope of this Policy shall be made in accordance with the procedures established by the Ticket Administrator.

<u>The Ticket Administrator shall determine the Face Value of Tickets distributed by the</u> <u>22nd DAA for purposes of this Policy.</u>

The Ticket Administrator, in their sole discretion, may revoke or suspend the Ticket privileges of any person who violates any provision of this Policy or the procedures established for the distribution of Tickets in accordance with this Policy.

The disclosure forms required by 22nd DAA Disclosure Requirements section of this Policy shall be prepared and posted by the Ticket Administrator, or by an individual acting under the Ticket Administrator's authority, supervision, and control.

7.0 <u>22nd DAA</u> Disclosure Requirements

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7.1—Tickets distributed by the <u>District22nd DAA</u> to or at the behest of any <u>District22nd</u> <u>DAA</u> Official (i) which the <u>District22nd DAA</u> Official treats as income <u>pursuant to Section</u> 5.2 above<u>pursuant to this Policy</u>, or (ii) for one or more public purposes described in <u>Section 5.3 abovethis Policy</u>, shall be posted on FPPC Form 802 by the 22nd DAA, or any successor form provided by the FPPC, in a prominent fashion on the <u>District22nd</u> <u>DAA</u>'s website within thirty (30) days after distribution.

Such posting shall include the following information:

- The name of the recipient, except that if the recipient is an organization, the <u>District22nd DAA</u> may post the name, address, description of the organization and number of Tickets provided to the organization in lieu of posting names of each recipient;
- a description of the event;
- the date of the event;
- the face value Face Value of the Ticket;
- the number of Tickets provided to each person;
- if the Ticket was distributed at the behest of a <u>District22nd DAA</u> Official, the name of the <u>District22nd DAA</u> Official who made such behest; and
- a description of the public purpose(s) under which the distribution was made, or, alternatively, that <u>District22nd DAA</u> Official is treating the Ticket as income.

7.2 Tickets distributed by the <u>District22nd DAA</u> for which the <u>District22nd DAA</u> receives reimbursement from the <u>District22nd DAA</u> Official as provided <u>under Section 5.1 abovein this Policy</u> shall not be subject to the <u>22nd DAA Disclosure</u> <u>Requirementsdisclosure provisions of Section 7.1</u>.

<u>Tickets disclosed by the 22nd DAA on FPPC Form 802 are not subject to further</u> <u>disclosure by the 22nd DAA Official.</u>

# Policy 6.01: Event Ticket

Date Adopted/Last Revised: June 6, 2009/May 13, 2025

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

To encourage participation and attendance of Board Members at events produced and/or hosted by the 22nd DAA, and to cultivate a spirit of cooperative decision-making, shared goals and collective ownership of decisions of the Board consistent with Policy 3.03 Board Member Code of Conduct, the 22nd DAA will distribute complimentary tickets for governmental and public purposes including economic or business development, community and government relations, supporting programs or services rendered by nonprofit organizations, and attracting or rewarding volunteer public service pursuant to this Policy.

This Policy applies to Tickets which provide admission to a facility or event for an entertainment, amusement, recreational or similar purpose, and are:

- a) Gratuitously provided to the 22nd District Agricultural Association (22nd DAA) by an outside source;
- b) Acquired by the 22nd DAA by purchase;
- c) Acquired by the 22nd DAA as consideration pursuant to the terms of a contract for the use of a 22nd DAA Venue;
- d) Produced or sponsored by the 22nd DAA; or
- e) Acquired and/or distributed by the 22nd DAA in any other manner.

This Policy does <u>not</u> apply to any other item of value provided to the 22nd DAA or any 22nd DAA Official, regardless of whether received gratuitously or for which consideration is provided.

Page 1 of 6

This Policy, together with the Ticket procedures established pursuant to the Ticket Administrator Responsibilities below, shall supersede and replace any earlier 22nd DAA policies relating to the distribution of Tickets to 22nd DAA Officials for admission to any facilities or events for entertainment, amusement, recreational, or similar purpose.

This Policy shall be posted in a prominent place on the 22nd DAA websites: www.delmarfairgrounds.com and www.sdfair.com.

# **Definitions**

Unless otherwise expressly provided herein, words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code sections 81000, *et seq.*, as the same may from time to time be amended) and the Fair Political Practices Commission ("FPPC") Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 *et seq.*, as the same may from time to time be amended).

- A. 22nd DAA: 22nd District Agricultural Association
- B. 22nd DAA Official: every Director, officer, employee, or consultant of the 22nd DAA, as defined in Government Code Section 82048. "22nd DAA Official" shall include, without limitation, any member of the 22nd DAA Board of Directors or any other appointed 22nd DAA official or 22nd DAA employee required to file an annual Statement of Economic Interests (FPPC Form 700).
- C. **22nd DAA Venue**: includes any facility owned, controlled or operated by the 22nd DAA
- D. FPPC: California Fair Political Practices Commission
- E. **Immediate Family**: spouse or registered domestic partner and dependent children, as set forth in Government Code section 82029 and Family Code section 297.5
- F. Policy: this 22nd District Agricultural Association Ticket Policy
- G. **Ticket**: includes any form of admission privilege to a facility, event, show, concert, or performance

- H. **Ceremonial Role**: per FPPC Code of Regulations Section 18942.3 "an act performed at an event by the official as a representative of the official's agency at the request of the holder of the event or function where, for a period of time, the focus of the event is on the act performed by the official. Examples of a Ceremonial Role include: throwing out the first pitch at a baseball game; cutting a ribbon at an opening; making a presentation of a certificate, proclamation, award, or other item, such as the key to the city."
- I. **Face Value**: amount paid by a member of the public including any applicable fees and service charges

# **Policy**

# Conditions Under Which Tickets May Be Distributed to 22nd DAA Officials

Subject to the provisions of this Policy, the 22nd DAA will distribute complimentary Tickets to 22nd DAA Officials under any of the following conditions or governmental and/or public purposes:

- a) Performance of a Ceremonial Role or function representing the 22nd DAA at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- b) The official and/or job duties of the 22nd DAA Official require their attendance at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- c) Economic or business development purposes on behalf of the 22nd DAA, including, but not necessarily limited to: promotion and marketing of the 22nd DAA's resources and facilities available for commercial and other uses; increase of ancillary revenue for food, beverage, parking and related items at interim and 22nd DAA-promoted events; promotion and marketing of 22nd DAA initiated, supported, controlled, or sponsored programs or events, including but not limited to the annual Fair and Grandstand concert series, The Sound, Del Mar race track meets, Breeders' Cup, and the Del Mar National Horse Show; promotion and marketing of interim and year-round events; marketing of sponsorship programs; and, promotion of 22nd DAA recognition, visibility, and/or profile on a local, state, national, or international scale.
- d) Intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.

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- e) Community relations.
- f) Attracting or rewarding volunteer public service.
- g) Supporting and/or showing appreciation for programs or services rendered by non-profit organizations benefiting San Diego County residents.
- h) Encouraging or rewarding significant academic, athletic, or public service achievements by San Diego County students, residents or businesses.
- i) Attracting and retaining highly qualified employees in 22nd DAA service, for which such employee may receive no more than four (4) Tickets per event.
- j) As special recognition or reward for meritorious service by a 22nd DAA employee, for which such employee may receive no more than four (4) Tickets per event.
- k) For use in connection with a 22nd DAA employee competition or drawing, for which there shall be made available no more than (4) Tickets per event.
- Recognition of contributions made to the 22nd DAA by former members of the Board of Directors, for which such former Director may receive no more than (4) Tickets per event.

The 22nd DAA Official reimburses the 22nd DAA for the Face Value of the Ticket(s).

- Reimbursement shall be made at the time the Ticket(s) is/are distributed to the 22nd DAA Official.
- The Ticket Administrator shall, in their sole discretion, determine which event Tickets, if any, shall be available.

The 22nd DAA Official treats the Ticket(s) as income consistent with applicable federal and state income tax laws.

The 22nd DAA Official and (a) the 22nd DAA Official's Immediate Family, or (b) if the 22nd DAA Official has no Immediate Family, no more than one guest, uses the Ticket(s) for their own personal use.

The 22nd DAA Official behests such Ticket(s) in accordance with this Policy.

# Tickets Distributed at the Behest of a 22nd DAA Official

Only members of the 22nd DAA Board of Directors and 22nd DAA Chief Executive Officer shall have authority to behest Tickets.

Tickets shall be distributed by the 22nd DAA at the behest of a 22nd DAA Official only for one or more public purposes set forth in this Policy.

If Tickets are distributed by the 22nd DAA at the behest of a 22nd DAA Official, such 22nd DAA Official shall not (a) use one of the Tickets so distributed to attend the event, or (b) use any of the Ticket(s) so distributed for the 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, for no more than one guest of that 22nd DAA Official, to attend the event.

# **General Provisions**

<u>No Right to Tickets</u>: The use of complimentary Tickets is a privilege extended by the 22nd DAA and not the right of any person to which the privilege may from time to time be extended.

<u>Limitation on Transfer of Tickets</u>: Tickets distributed to a 22nd DAA Official pursuant to this Policy shall not be transferred to any other person, except to members of such 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, to no more than one guest, solely for their personal use.

<u>Prohibition Against Sale of or Receipt of Reimbursement for Tickets</u>: No person who receives a Ticket pursuant to this Policy shall sell or receive reimbursement for the value of such Ticket.

<u>No Earmarking of Tickets to 22nd DAA</u>: No Ticket gratuitously provided to the 22nd DAA by an outside source and distributed to, or at the behest of a 22nd DAA Official pursuant to this Policy, shall be earmarked by the original source for distribution to a particular 22nd DAA Official.

# **Ticket Administrator Responsibilities**

The 22nd DAA Chief Executive Officer shall be the Ticket Administrator for purposes of implementing the provisions of this Policy and may delegate this responsibility within the organization as necessary.

The Ticket Administrator shall have the authority, in their sole discretion, to establish procedures for the distribution of Tickets in accordance with this Policy. All requests for Tickets which fall within the scope of this Policy shall be made in accordance with the procedures established by the Ticket Administrator.

The Ticket Administrator shall determine the Face Value of Tickets distributed by the 22nd DAA for purposes of this Policy.

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The Ticket Administrator, in their sole discretion, may revoke or suspend the Ticket privileges of any person who violates any provision of this Policy or the procedures established for the distribution of Tickets in accordance with this Policy.

The disclosure forms required by 22nd DAA Disclosure Requirements section of this Policy shall be prepared and posted by the Ticket Administrator, or by an individual acting under the Ticket Administrator's authority, supervision, and control.

# 22nd DAA Disclosure Requirements

Tickets distributed by the 22nd DAA to or at the behest of any 22nd DAA Official (i) which the 22nd DAA Official treats as income pursuant to this Policy, or (ii) for one or more public purposes described in this Policy, shall be posted on FPPC Form 802 by the 22nd DAA, or any successor form provided by the FPPC, in a prominent fashion on the 22nd DAA's website within thirty (30) days after distribution.

Such posting shall include the following information:

- The name of the recipient, except that if the recipient is an organization, the 22nd DAA may post the name, address, description of the organization and number of Tickets provided to the organization in lieu of posting names of each recipient;
- a description of the event;
- the date of the event;
- the Face Value of the Ticket;
- the number of Tickets provided to each person;
- if the Ticket was distributed at the behest of a 22nd DAA Official, the name of the 22nd DAA Official who made such behest; and
- a description of the public purpose(s) under which the distribution was made, or, alternatively, that 22nd DAA Official is treating the Ticket as income.

Tickets distributed by the 22nd DAA for which the 22nd DAA receives reimbursement from the 22nd DAA Official as provided in this Policy shall not be subject to the 22nd DAA Disclosure Requirements.

Tickets disclosed by the 22nd DAA on FPPC Form 802 are not subject to further disclosure by the 22nd DAA Official.



# Item 7-D, Finance Committee Report – Executive Summary

# <u>Background</u>

The Finance Committee ("the Committee") is charged by the Board Chair with the following:

- Reviewing and monitoring financial data and information pertaining to 22nd DAA.
- Reviewing the CEO's proposed budget prior to presentation to the Board.
- Making recommendations to the Board regarding financial matters, including day-to-day land use decisions, to improve 22nd DAA's financial health.
- Developing and amending recommended financial policies for Board consideration.
- Reviewing and recommending insurance policies and programs for board consideration.

# Process/Approach:

Accompanying this Committee Report are preliminary financial reports for March 2025. These reports are subject to change as the 22nd District Agricultural Association (22nd DAA) works to review and close out each month.

The Balance Sheet is consolidated and inclusive of 22nd DAA, State Race Track Leasing Commission (SRTLC), and Del Mar Race Track Authority (RTA).

The Income Statement is inclusive of 22nd DAA programs and operations only.

As previously 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.).

# About the Financial Statements

# Balance Sheet:

Data for fiscal years 2023 and 2024 are included for comparison purposes to the current year, 2025.

# Income Statement (All Programs & Operations):

Revenues are recognized in the month in which they are earned while expenses are recognized in the month incurred. For example, revenues for the San Diego County Fair are reflected in the June and July financial reports, while expenses for producing and preparing for the Fair are reflected in the months leading up to and after the Fair.

The first three columns of figures represent the month's activity — Actual, Budget, and Variance of Actual vs. Budget. The middle grouping of columns represents the year-to-date activity, while the last column presents the complete 2025 Operating Budget goals.

#### Executive Summary Overview:

For the month of March 2025, 22nd DAA operations performed better than expected by approximately \$444,000 and through the first three months of 2025 by approximately \$1,048,000, due in large part to savings on expenses such as Payroll and the timing of anticipated use of Professional Services and Supplies compared to actual.

In some areas, revenues are lower than expected because a few events, such as the Seaside Equestrian Tour and the "Beyond" exhibit, did not occur as planned when the Board approved the budget in October.

DAA Cash: The 22nd DAA's cash balance through March is lower than the 2024 figure due in part to the deferred payback of the 2020 Paycheck Protection Program (PPP) Loan in October 2024 – inclusive of principal, interest, and processing fees in the amount of \$5,664,015 – and the reduction in Accounts Payable year over year.

# **Detail & Analysis of the Income Statement:**

**Strengths:** For the month of March and through the first three months of 2025, the 22nd DAA outperformed its budget projections in the following categories:



**Total operating expenses** for the month were nearly 11% (or \$362,000) lower than anticipated. Year-to-date, total operating expenses were lower by 16% (or \$1,466,000). This reduction was primarily due to lower-than-expected costs in payroll and related expenses, professional services, facility-related expenses, marketing, and program expenses.



**Concessions revenues** for the month were higher than forecast by 18% (or \$52,000) and is on par with budget projections for the year, exceeding the budgeted amount by 1% (\$8,000).



**Payroll & related expenses** are indicative of the ability to fill full-time, civil service vacancies within any given month as planned and the actual hours incurred versus those anticipated for temporary employees working during events. Year-to-date, payroll and related expense is trending lower than the budgeted amount by 13% (or \$508,000).



**Professional services** expense consists of a multitude of services provided through contracted services. The largest item is food and beverage expenses. Because invoices from contractors and the payments from the 22nd DAA may take time to complete, the actual timing of expenditures in this category may differ from the budgeted amounts, resulting in variances between the months during the year. Through the first three months of the year, this category is trending lower than forecast by 16%, or \$450,000.

**Challenges:** Through the first three months of 2025, the 22nd DAA did not meet expectations in the following categories:



**Total revenues** for the month of March are higher by 7% (or \$93,000), but year-to-date they are lower than forecast by nearly 9%, or \$369,000, due in large part to the cancellation of the "Beyond" exhibit, which impacts Concessions, Facility Rentals, and Parking revenues through April.



**Facility rentals revenues** are similarly higher for the month of March by 16% (or \$52,000). However, year-to-date revenues are nearly 21% (or \$284,000) below expectations.



**Parking revenues** for the month are lower than the forecast by nearly 18% (or \$64,000). However, year-to-date, these revenues are nearly 18%, or \$176,000 below expectations.



**Food-and-beverage expenses** as a subcategory of the Professional Services Expense is on par with the budget estimate. As is typical during the first few months of the year, food-and-beverage operations at the 22nd DAA – which produce a significant net benefit by year's end – lose money prior to peak events season due to the ongoing administrative and overhead costs.

# **Overall Performance**

January, February and March are historically slow months for the 22nd DAA mostly due to weather and other factors, although The Sound provides opportunities for additional events during this non-peak season.

**March's Performance**: The Net Income activity for the month of March was better than the forecast by almost 23% or \$444,000. The District had a net loss of \$1.43 million for the month, an improvement over the anticipated net loss of \$1.875 million in its budget.

**The Sound:** Nine events were produced at The Sound, managed by Belly Up, in March, exceeding the forecasted seven events. The net loss for the month was approximately (\$77,000), which was lower than forecast by \$181,000. *Note*: As a simple means of allocating the portion of time that the 22nd DAA's Facilities Department employees spend on maintenance and facilities issues at Surfside over the course of the year, the regular full-time payroll and related expenses are allocated to The Sound during the months of February, March, and April.

**Financial Audit:** The financial audit of FY-2024 started in April 2025. This is the earliest start date when compared to the past six financial years.

# **Definitions**

**Restricted Cash RTA**: This reflects the cash available for the RTA bond obligations. This includes:

- 1) maintaining a reserve fund held in trust equivalent to one year's debt obligation;
- 2) the current year's debt obligation;
- 3) the minimum cash balance requirement for 22nd DAA (the equivalent of one year's debt obligation); and
- 4) when applicable, surplus funds contributed that revert to 22nd DAA.

As a reminder, Net Horse Racing Revenues and/or Net Concession Revenues are transferred to the trustee by January 15 each year. The trustee makes withdrawals in April and October for the payment of the current year debt.

**Deferred Revenue:** This consists of advance payments received for scheduled activities in the future, such as event rentals and the San Diego County Fair. As each event occurs, the revenue is realized in the same month as the event.

**Accrued Employee Leave Liabilities:** This reflects the current value of the leave balances due to employees upon separation from 22nd DAA. Balances continue to be managed to remain within the state-mandated thresholds.

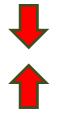
# <u>Legend</u>



Expenses or revenues are even, or nearly even, with budgeted projections.



Revenues are higher than anticipated.



Revenues are lower than anticipated.



Expenses are higher than anticipated.



Expenses are lower than anticipated.

#### 22nd DAA Consolidated Balance Sheet (DAA, RTA, RTLC) As of March 31, 2025

	2025	2024	2023
Assets			
1 Cash	\$ 26,293,571	\$ 33,269,975	\$ 29,555,112
Restricted Cash - JLA	79,212	57,724	44,847
2 Restricted Cash - F&B Equipment Fund	18,718	51,157	68,415
3 Restricted Cash - RTA	10,895,366	12,987,457	14,470,697
Total Cash and Cash Equivalents	37,286,867	46,366,313	44,139,071
Accounts Receivable	871,725	2,517,400	789,772
Prepaid Expenses	481,316	293,076	358,286
4 Deferred Outflows Pension	7,035,722	7,035,722	5,298,571
Total Current Assets	8,388,763	9,846,198	6,446,630
Land and Land Improvements	46,998,212	45,156,113	45,208,317
Building and Improvements	218,544,813	217,564,033	217,564,033
Equipment	40,679,323	38,911,793	38,549,894
Capital Projects in Process	2,739,694	3,774,949	411,836
Accumulated Depreciation	(202,196,701)	(194,297,416)	(183,916,787)
Total Capital Assets	106,765,341	111,109,471	117,817,292
Total Assets	\$ 152,440,970	\$ 167,321,982	\$ 168,402,992
Liabilities			
Accounts Payable	6,032,407	8,235,913	6,962,464
Payroll Liabilities	1,281,547	1,108,165	658,623
Accrued Liabilities	1,715,715	1,834,288	1,993,462
Other Current Liabilities	1,022,637	1,192,769	2,125,316
6 Deferred Revenue	3,441,441	3,085,590	1,575,162
5 Current Long Term Debt	1,181,547	2,791,780	2,513,460
7 Accrued Employees Leave Liabilities	1,289,597	1,376,218	1,311,354
8 Long Term Debt	54,170,353	56,994,275	61,612,827
Reserve - F&B Equipment Fund	108,824	10,483	78,703
Reserve - JLA	60,691	43,292	36,607
4 Pension Liability 4 Deferred Inflows - Pension	21,624,829 1,717,258	21,409,837 1,717,258	39,981,455 1,754,199
Total Liabilities	93,646,845	99,799,868	120,603,633
Net Resources			
Contributed Capital	78,877,171	78,877,171	78,877,171
Less Contributed Capital to RTA	(34,358,470)	(34,358,470)	(34,358,470)
Net Resources - Unrestricted	22,863,164	11,515,553	11,783,919
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	63,490,079	52,142,468	52,410,834
Net Proceeds from Operations	(4,695,954)	15,379,646	(4,611,474)
Total Net Resources	58,794,125	67,522,114	47,799,360
Total Liabilities and Net Resources	\$ 152,440,970	\$ 167,321,982	\$ 168,402,992

1- Repaid Paycheck Protection Program (PPP) Loan in October 2024; Includes \$11.5M set aside by BOD as DAA reserved funds.

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

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

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

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

6- Advance payments for events/activities in the future.

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

8- RTA Bonds \$29.0M; Ibank WQI \$6.2M; Ibank Sound \$13.0M; Premier \$1.3M; Energy Efficiency \$3.1M; CalPers SB84 \$1.5M.

Unaudited Financial Statements

# UNAUDITED FINANCIAL STATEMENTS

#### 22nd DAA

Income Statement For the Period Ending March 31, 2025 DAA

		March 2025			Year-to-Date		Full 2025
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Concessions Revenue	340,744	289,162	51,582	800,285	792,470	7,815	49,286,503
Food & Beverage Contract	334,079	282,522	51,557	778,794	771,930	6,864	25,641,444
Facility Rentals Revenue	377,967	325,632	52,335	1,088,396	1,372,271	(283,875)	10,079,614
Leases Revenue	53,854	49,990	3,864	161,018	149,427	11,591	606,000
Program Revenues	384,615	437,615	(53,000)	1,081,166	1,207,930	(126,764)	8,007,033
Parking	287,674	352,115	(64,441)	801,948	978,430	(176,482)	7,070,933
Participation Fees	29,467	17,500	11,967	99,160	47,500	51,660	380,000
Satellite Wagering	67,474	68,000	(526)	180,058	182,000	(1,942)	533,600
OPERATING REVENUE TOTALS	1,157,180	1,102,399	54,781	3,130,866	3,522,098	(391,232)	82,420,525
Contributions	5,750	5,400	350	16,560	14,200	2,360	2,039,840
Sponsorships	3,900	3,900	0	11,700	11,700	0	1,303,840
Other Non-Operating Revenue	209,255	201,156	8,099	228,529	220,603	7,926	1,025,905
Interest Earnings	200,000	187,500	12,500	200,000	187,500	12,500	750,000
Reimbursed Costs	75,683	67,031	8,652	194,501	203,793	(9,292)	2,158,954
Prior Year Revenue	21,284	0	21,284	21,284	0	21,284	C
NON-OPERATING REVENUE TOTALS	311,972	273,587	38,385	460,874	438,596	22,278	5,224,699
TOTAL REVENUE	1,469,152	1,375,986	93,166	3,591,740	3,960,694	(368,954)	87,645,224
	1,409,132	1,373,380	33,100	3,391,740	3,500,054	(308,334)	87,043,224
<u>EXPENSES</u>							
Payroll & Related Expense	1,169,931	1,325,151	155,220	3,356,051	3,864,234	508,183	20,004,959
Professional Development	8,626	37,841	29,215	27,020	137,741	110,721	321,308
Professional Services Expense	868,843	953,963	85,119	2,322,727	2,773,005	450,278	32,343,018
Food & Beverage Expense	593,346	485,605	(107,741)	1,541,570	1,426,673	(114,897)	20,424,275
Insurance Expense	263,020	231,538	(31,482)	583,290	534,613	(48,677)	2,175,708
Facility & Related Expense	307,849	336,555	28,706	988,871	1,050,112	61,240	7,560,830
Equipment & Small Wares	1,782	0	(1,782)	12,157	0	(12,157)	100 210
Telephone & Internet Repairs & Maintenance	8,365 143,398	8,244 103,296	(121) (40,102)	26,497 318,697	24,552 323,888	(1,945) 5,191	100,318 1,066,052
Utilities	143,398	214,691	79,562	593,722	683,100	89,378	4,064,500
- Electricity	122,818	-	-	383,301	-	-	-,00-,500
- Water	249	-	_	11,406	-	_	-
Supplies Expense	138,664	184,446	45,782	264,675	537,174	272,499	1,971,470
Marketing & Related Expense	29,340	46,100	16,760	40,355	121,475	81,120	1,427,175
Program Expenses	25,934	33,839	7,905	79,329	156,355	77,026	17,624,610
Other Operating Expense	85,436	139,565	54,129	251,168	315,260	64,092	2,515,339
Bank & Service Fees	17,220	71,255	54,035	46,519	109,330	62,811	1,668,694
Interest Expense	68,216	68,310	94	204,648	204,930	282	809,440
	2 000 047	2 254 450	262.420	7 000 407	0 252 227	1 405 300	05 (22 424
OPERATING EXPENSE TOTALS	2,889,017	3,251,156	362,139	7,886,467	9,352,227	1,465,760	85,623,109
Other Non-Operating Expense							
Prior Year Expense	10,956	0	(10,956)	48,799	0	(48,799)	C
NON-OPERATING EXPENSE TOTALS	10,956	0	(10,956)	48,799	0	(48,799)	
TOTAL EXPENSE	2,899,973	3,251,156	351,183	7,935,266	9,352,227	1,416,961	85,623,109
				-			
NET INCOME (LOSS)	(1,430,822)	(1,875,170)	444,349	(4,343,526)	(5,391,533)	1,048,007	2,022,115

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

# Food & Beverage Report Mar-25

March 2025 Food Service Revenues were \$334,079. Budgeted Revenues for March 2025 were \$282,522.00

Net distribution to the District for March 2025 was (\$259,267) or -77.6%. Budgeted distribution for March 2025 was (\$203,083) or -71.9%.

Year-to-date 2025 distribution to the District is (\$762,970) or -98.0%. The budgeted distribution for YTD 2025 was (\$654,743) or -84.8%.

Mar-25	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	334,079	100.0%	282,522	100.0%	276,010	100.0%
TOTAL COGS	38,785	11.6%	41,014	14.5%	51,523	18.7%
GROSS MARGIN	295,294	88.4%	241,509	85.5%	224,487	81.3%
TOTAL PAYROLL	380,246	113.8%	365,093	129.2%	305,253	110.6%
OPERATING EXPENSES	211,352	63.3%	108,510	38.4%	141,783	51.4%
NET PROFIT	(296,305)	-88.7%	(232,095)	-82.2%	(222,549)	-80.6%
CLIENT DISTRIBUTION	(259,267)	-77.6%	(203,083)	-71.9%	(194,730)	-70.6%
<b></b>	2025	%	2025	%	2024	%

YTD	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	778,794	100.0%	771,930	100.0%	785,561	100.0%
TOTAL COGS	126,301	16.2%	130,375	16.9%	122,279	15.6%
GROSS MARGIN	652,493	83.8%	641,555	83.1%	663,282	84.4%
TOTAL PAYROLL	1,077,009	138.3%	1,105,029	143.2%	989,790	126.0%
OPERATING EXPENSES	447,449	57.5%	284,804	36.9%	311,345	39.6%
NET PROFIT	(871,966)	-112.0%	(748,278)	-96.9%	(637,853)	-81.2%
Y-T-D CLIENT DISTRIBUTION	(762,970)	-98.0%	(654,743)	-84.8%	(558,121)	-71.0%



# Item 7-D-1, Finance Committee Report - Consideration and vote on whether to exercise the second of three three-year options for Agreement #22-018 Managing Promoter of The Sound

# Background:

In October 2022, after a competitive solicitation process, the 22nd District Agricultural Association (22nd DAA) reached an agreement with Belly Up to become the managing promoter of The Sound, the 22nd DAA's new 1,900-capacity entertainment venue.

This included "management of Venue activities including schedule, bookings, marketing, negotiations and contracting for uses of Venue including self-promoted events, execution of each activity, and providing technical staff and general labor to support all scheduled activities within Venue including, but not limited to: stagehands, security, ushers, ticket takers, custodians, etc." The food & beverage operation is separately contracted with Premier Food Services (Premier).

The contract term, which began February 1, 2023, was for one year with three three-year renewal options. Later that year, the 22nd DAA Board of Directors voted to exercise the first three-year option, effective February 1, 2024. The current term expires January 31, 2027, but the contract requires 18 months advance notice to provide an appropriate amount of lead time to transition operations as live entertainment booking is oftentimes twelve months out.

# Process/Approach:

Among other potential alternatives, the 22nd DAA Board could elect to do any of the following:

- Exercise the second three-year option through January 1, 2030, without changes to the agreement.
- Discuss and negotiate changes to aspects of the agreement with Belly Up, such as control of the calendar, private events, and other matters.
- Decline to exercise the option, and do one of the following:
  - Rebid with a similar structure, but incorporate changes to the Scope of Work based on observations and experience during the first two-plus years of operations.
  - Rebid with a new structure that includes the food-and-beverage operation at The Sound, which is currently contracted to Premier.

*Note*: Premier's current term for all its food & beverage operations with the 22nd DAA expires 12/31/2026. The Premier contract has one more five-year option for the 22nd DAA Board to consider.

The Finance Committee (the Committee) has begun exploring these alternatives with 22nd DAA staff. The situation is somewhat unique for the 22nd DAA Board; it is a bit unusual to consider exercising options less than halfway through a contract term, and there are several alternatives to consider with potentially significant implications. As such, the Committee believes the decision requires further analysis and discussion prior to the notification deadline of July 31, 2025.

# **Recommendation:**

The Committee would like to hear the Board's initial feedback and input at the May meeting and requests that the Board defer the vote in favor of meeting in July 2025 to consider and vote on this item. This will provide the Committee and 22nd DAA staff more time to consider Board concerns and ideas, meet with operators, and research and explore various alternatives. The Committee would return to the Board in July with a well-informed recommendation for the Board's consideration on whether to exercise the second of three three-year options for Agreement #22-018 Managing Promoter of The Sound.



# Item 7-E, Report on Insurance Policies Procured for 2025-26

# **Background:**

Per the California Department of Food and Agriculture, all District Agricultural Associations are required to carry General Liability insurance to cover \$25 million per occurrence and to carry Workers Compensation insurance. Other insurance policies that the 22nd District Agricultural Association (22nd DAA) elects to carry are Property, Earthquake, Equipment, and Crime. Currently, these additional policies expire on April 30<sup>th</sup> each year.

As a reminder, a five-year commitment for General Liability insurance was made when District rejoined the California Fairs Service Authority (CFSA) risk and insurance pool in 2021. In addition, 22nd DAA joined CFSA's Workers Compensation insurance pool in 2023, and this policy renews annually.

# Process/Approach:

22nd DAA staff sought quotes from the Department of General Services Office of Risk and Insurance Management (ORIM) beginning last spring, and the private broker that District has historically utilized to procure Property, Earthquake, Crime, and Cyber Insurance policies. ORIM was unable to provide quotes for these policies in a timely manner. To avoid any gaps in coverage, it was necessary for 22nd DAA to secure the elected policies through the private broker, which are now secured for the period of 5/1/2024 through 4/30/2025. ORIM has requested the 22nd DAA to reach out in six months to attempt to attain these coverages for 2025-26 renewals.

At the April 2025 Board meeting, 22nd DAA Board of Directors delegated authority to Director Gelfand to work with staff and a private insurance broker to review, select, and procure insurance for policies set to expire on April 30, 2025 (other than General Liability and Workers Compensation), and to report back to the Board at the May meeting.

Subsequently, Director Gelfand and 22nd DAA staff met with Brown & Brown Retail Insurance Services – the private broker - to review the initial proposal that was included in the Board packet for its April meeting.

After review and discussion, Director Gelfand authorized staff to bind coverage with the line of coverage and associated premiums including the Options identified in the Executive Summary & Comparison.

In addition, the broker was directed to check with the Property and Earthquake carriers to see if they would agree to the following language:

"In the event of a significant property loss to the District's Grandstand and associated buildings (those buildings as referenced on line 1 of the statement of property values), and the District decides it is in its best interest to use those replacement funds to invest in capital improvements owned by the District on the fairgrounds, is it possible to use those replacement funds for that that purpose."

The broker reported back to 22nd DAA staff that the Property carrier already contemplates an insured's decision to use funds to invest in capital improvements and the Earthquake carrier will add a manuscript endorsement with intent to match the Property carriers wording regarding using replacement cost funds for capital improvements. 22nd DAA received confirmation that all Lines of Coverage were bound prior to the expiration of the existing policies.

	Executive Su	Executive Summary & Compariso				
Line of Coverage	2024/2025 Renewal Premiums	2025/2026 Renewal Premiums Annual				
Property	\$357,000.00	\$371,938.00				
Property Terrorism	\$16,450.00	\$16,450.00				
Earthquake Premium Only <sup>1</sup> See Notes for Terrorism quote	\$200,000.00	\$190,000.00				
Crime	\$5,146.00	\$3,644.00				
Cyber <sup>1</sup>	\$2,213.00	\$17,257.00				
Company Fees (EQ only) <sup>1</sup>	\$2,100.00	\$2,100.00				
Surplus Lines Taxes and Fees <sup>1</sup>	\$6,497.15	\$6,657.55				
Wholesaler's Broker Fee <sup>1</sup>	\$8,045.00	\$8,500.00				
Total	\$597,451.15	\$616,546.55				

<sup>1</sup>25% of the premium and surplus lines taxes/fees is fully earned at inception; 100% of all other fees are fully earned at inception.

# **Options Approved:**

Crime	+\$388.00
Cyber – 2025/2026 Premium	<\$3,590.00>
Earthquake – add The Center/Sound	+\$23,969.75
Total	\$20,767.75



# Item 7-F, Update on Senate Bill 493

# Background:

California State Senator Josh Becker this year filed Senate Bill 493 (<u>SB 493</u>) to amend Section <u>4508</u> of the Food and Agricultural Code relating to fairs. Specifically, the bill seeks to provide the Secretary of Food and Agriculture with the authority to set salaries for the secretary-managers (also known as CEOs) of district agricultural associations (DAAs). The legislation also requires the Secretary of Food and Agriculture to determine a salary range and salary for CEOs based on numerous factors, including:

- A survey to be conducted by the Secretary of Food and Agriculture once every three years beginning on or before January 1, 2027 — of compensation provided to "federal, state, regional, and local positions, including chief executive officer positions, in similar industries that are most comparable to the secretary-manager position," as well as other "relevant labor pools."
- The recommendation of the DAA board of directors.
- Budgetary constraints of the DAA, as determined by the Secretary of Food and Agriculture.

Currently, DAA CEO salary ranges are set by CalHR based on fair classification (I through VII) and are capped by CalHR at \$15,478 per month or \$185,736 annually for the largest class. The 22nd DAA is in the largest class. By comparison, the General Manager of the California Exposition and State Fair is \$19,157 per month, also set by CalHR. Currently, the Secretary of Food and Agriculture does not play a role in determining the salary range or salary for DAA CEOs.

SB 493 further proposes that annual compensation increases generally may also not exceed the general cost-of-living increases provided to state employees in any fiscal year. However, SB 493 provides for an additional potential annual merit salary increase of up to 10%. In addition, SB 493 includes a provision to allow a secretary-manager who manages more than one DAA to receive up to a 40% increase above the maximum salary range.

Advocates of SB 493 say the bill would help provide for increases in compensation for CEOs at DAAs (county and citrus fruit fairs have autonomy over their executives' compensation). At its April 8, 2025, Board meeting, the Board discussed SB 493 and delegated authority to Director Rowland to take steps on behalf of the 22nd DAA to express concerns over the bill's impact to the organization and speak with lawmakers about potential changes.

# Updates:

SB 493 was scheduled for a Senate Agriculture Committee ("the Committee") hearing on April 29.

Committee rules state that letters addressed to the Committee "will only be listed in the analysis as support or oppose as we do not accommodate subsections. 'Support if Amended' and 'Letters of Concern' will be treated as no position and thus not reflected. 'Oppose Unless Amended' will not be listed as opposition and thus not reflected."

Director Rowland sent a letter (included on the following pages) to State Senator Steve Padilla, San Diego County's sole representative on the Agriculture Committee, outlining the 22nd DAA Board's concerns.

The Committee heard testimony from Senator Becker and a representative from the California Emergency Response and Resiliency Venues and Fairgrounds (CERRVF), an advocacy group sponsoring the bill. The Committee unanimously passed SB 493 to the Standing Committee on Appropriations. The Appropriations Committee is expected to review SB 493 on May 12.

SB 493 has also added a co-author, Assemblymember Lori D. Wilson of Fresno. The bill has also received support from 17 Fairgrounds management entities.



April 28, 2025

The Honorable Senator Steve Padilla 7575 Metropolitan Dr., Suite #100 San Diego, CA 92108 Delivered via email: senator.padilla@senate.ca.gov

### Dear Senator Padilla:

At our April 8, 2025, meeting, the 22nd District Agricultural Association (22nd DAA) Board of Directors discussed Senate Bill 493 (SB 493), which is scheduled for a hearing on Tuesday, April 29, 2025, in the Senate Agriculture Committee. Our Board voted to delegate authority to me to engage with lawmakers regarding our concerns about SB 493.

Because you are San Diego County's sole representative on the Committee, I wanted to reach out to you, specifically, to summarize our Board's position, as well as our hope for changes to the bill.

We believe SB 493's author and supporters intended to create a mechanism for increasing executive compensation for the challenging roles of DAA Secretary-Managers (CEOs), and we appreciate the spirit of the bill. However, we cannot support SB 493 in its current form.

The 22nd DAA Board of Directors had no prior knowledge of, or input into, the drafting of SB 493 which directly impacts some of our most important responsibilities. In addition, our Board believes SB 493 does not take into consideration the unique challenges and characteristics of the 22nd DAA and other large DAAs.

As you know, the 22nd DAA generates its own revenues through hosting events and activities at the Del Mar Fairgrounds and our two other campuses. Our Board of Directors, which is composed entirely of San Diego County residents, is provided with independent authority to serve our community. For example, our Board approves the organization's annual budget. We create our own policies for the organization and its employees. And we hire, fire, direct, and oversee the CEO.

As an unusually large DAA, our Board — appointed directly by the Governor — is highly engaged, highly capable, and highly accomplished. Our Board also understands we have a fiduciary duty to this state institution that produces the San Diego County Fair, serves as a vital emergency asset in times of need, and contributes to the culture, economic vibrancy, and agricultural education of our region.

Based on our April 8 discussion, the 22nd DAA Board of Directors has expressed the following concerns:

• SB 493 provides for a potential 40% increase for CEOs running two fairs. This may be warranted, but the legislation as proposed does not provide any similar mechanism for fairly compensating large DAAs — such as the 22nd and 32nd DAAs — that lead operations with far greater complexity than those found at small-to-mid-size fairs — whether one, two or



2260 Jimmy Durante Blvd. • Del Mar, CA 92014-2216 • phone: 858.755.1161 • delmarfairgrounds.com Page 49 more. The 22nd DAA, for example, operates three campuses totaling 324 acres, all of which are in an environmentally sensitive coastal zone. In addition to producing the four-week-long San Diego County Fair, the Fairgrounds also hosts thoroughbred horse racing and year-round of events and activities such as youth athletic clubs, equestrian shows, concerts, and other attractions. We are also actively engaged in affordable housing discussions with the City of Del Mar and are currently working with the San Diego Association of Governments and others to move forward with the construction of a special events rail platform on our property. These issues are all extraordinary for DAAs and require specialized skillsets, deep knowledge, and immense energy from the CEO and Board.

- SB 493 calls for a CEO compensation study, which is a concept that our Board supports. However, we would like to ensure the study is performed by experienced and independent professionals with input from the DAA's. SB 493 is largely silent as to how such a study, which is critical to determining a compensation figure, will be conducted. We are also concerned about whether CDFA has the time and resources to be able to execute such a survey, in addition to its myriad other responsibilities.
- By providing CDFA's Secretary as the final authority on salary, SB 493 could hinder the independence of DAA Boards by making their CEOs more accountable to CDFA, which will determine their compensation, than to the Boards that employ and direct them. While we value CDFA's input and guidance, DAA Boards are, in spirit and by statute, intended to have local governance and oversight. The Boards are in the best position to actually assess CEO performance both in terms of day-to-day operations and strategic leadership. We should continue to be able to set the CEQ's salary based on our direct knowledge of their performance. Of course, this would be done within the ranges established for the role.

Ultimately, we are hopeful that SB 493 will be amended to continue to allow the DAAs, particularly large DAAs such as this one, to determine the compensation for its sole employee.

Again, we want to laud the initiative to address the longstanding issue of uncompetitive CEO compensation through SB 493. But we want to work together to ensure the proposed solution allows for the 22nd DAA to attract and retain the best talent in the industry so that we can continue to serve as *the* iconic community gathering place for San Diego County's residents and guests.

I want to thank you for your service to our community and for your consideration of our concerns. I look forward to discussing the matter and ideas for potential changes to SB 493 with you and other Senators in the weeks ahead.

Sincerely,

Sin Jy Sealand

Joyce Rowland Second Vice President 22nd DAA Board of Directors Del Mar Fairgrounds San Diego County Fair

**22ND DISTRICT AGRICULTURAL ASSOCIATION • DEL MAR FAIRGROUNDS** 2260 Jimmy Durante Blvd. • Del Mar, CA 92014-2216 • phone: 858.755.1161 • delmarfairgrounds.com Page 50



# Item 7-G, Discuss and vote on whether the District CEO should continue or discontinue affordable housing discussions with the City of Del Mar under the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar

# **Background:**

In November 2023, the Del Mar City Council adopted a set of guiding principles on the Los Angeles-San Diego (LOSSAN) Rail Corridor Realignment project that called for the San Diego Association of Governments (SANDAG) to study alternatives, including a destructive alignment to build a tunnel through the Fairgrounds, an idea which SANDAG had previously studied and ruled out years prior.

After receiving notification from 22nd District Agricultural Association (22nd DAA) CEO Carlene Moore that a Fairgrounds alignment would threaten the ability to plan for accommodating the City of Del Mar's request to site affordable housing on 22nd DAA property, Del Mar officials met that month with 22nd DAA about adding another guiding principle. As a result, in December 2023, the Del Mar City Council voted to amend its guiding principles to state:

"With regard to study of a potential Fairgrounds rail alignment, SANDAG must respect and protect the operational, economic, environmental and planning needs of the 22nd DAA and of the proposed Del Mar housing program on the Fairgrounds, and as a key stakeholder, the 22nd DAA must be proactively engaged by SANDAG throughout the process."

With these assurances from the City in mind, in February 2024, 22nd DAA approved the Exclusive Negotiating Rights Agreement (ENRA) with the City of Del Mar to consider the City's state-mandated affordable housing assignment. This agreement guaranteed that 22nd DAA would negotiate only with the City — and no other jurisdictions or private parties — regarding the siting of affordable housing and that the two parties would work collaboratively to identify and study potential sites and options. The ENRA did not commit 22nd DAA to providing housing but spelled out the process for determining whether, when, and how to proceed. Ultimately, the 22nd DAA Board will have the ultimate say in whether to site affordable housing on its property.

At the same February 2024 meeting, 22nd DAA passed a resolution opposing any LOSSAN alignment that would negatively impact the Fairgrounds. The resolution

also proclaimed that 22nd DAA's "top public transportation priority is the swift construction of a seasonal rail platform that will reduce vehicular traffic during major events at the Del Mar Fairgrounds, thereby improving local air quality and reducing greenhouse gas emissions."

However, because of advocacy for a "Fairgrounds" realignment from Del Mar city officials and the City's official request to SANDAG to pause the double-tracking, special events rail platform, and bridge replacement project, 22nd DAA Board of Directors has twice voted to pause affordable housing discussions. The Board first voted for a pause in July 2024, but discussions resumed after the City of Del Mar adopted a joint resolution opposing all proposed alternative alignments. The Board voted again for a pause in February 2025 after further actions by Del Mar officials that were in opposition to the City's guiding principles.

On February 28, 2025, SANDAG Board of Directors voted to proceed with five alternatives identified through its Value Analysis Study for further consideration. A "Fairgrounds" alignment did not advance, and all options include the double-tracking, special events platform, and bridge replacement project. SANDAG has cautioned that other proposed alignments may still ultimately receive consideration during the lengthy environmental review process.

Following SANDAG's vote, on March 3, 2025, the Del Mar City Council voted unanimously to send a letter to 22nd DAA in an effort "to provide context and details regarding the importance of the Fairgrounds Affordable Housing Program (Project) to the City of Del Mar (City), region, and State, as well as address and clarify the Board cited comments by Mayor Terry Gaasterland." In addition, the City Council also voted on March 3 to officially reaffirm its previously adopted guiding principles.

After considering the City's March 3 actions and the impact of the SANDAG vote, 22nd DAA Board of Directors voted on March 11 to resume affordable housing discussions with the City under the ENRA and that the item continue to be considered by the Board at its regularly scheduled monthly Board meetings, beginning with the April 8 meeting. The intent was to provide accountability for the City of Del Mar for adhering to its guiding principles.

The Board on April 8 voted unanimously to continue discussions under the ENRA. Since then, the City has taken no actions in conflict with its guiding principles.

# **Recommendation**

Continue discussions and consider the item again at the next Board meeting following the conclusion of the 2025 San Diego County Fair.



# Item 7-H – Discussion of the City of Del Mar's request to site affordable housing on District property and the potential impact of that use on District's operations and future master site planning considerations

# **Background:**

For several years, the 22nd District Agricultural Association (22nd DAA) has had informal and formal discussions with the City of Del Mar (City) regarding the City's request to utilize 22nd DAA property to satisfy a portion of the City's Regional Housing Needs Allocation requirements with the State of California. During this time, 22nd DAA also embarked on a comprehensive strategic planning process to systematically coordinate and align resources and actions to continue to guide 22nd DAA into the foreseeable future.

Discussions at the 22nd DAA Board Ad-Hoc Committee level with the City eventually led to the development of the Exclusive Negotiating Rights Agreement (ENRA), which the 22nd DAA Board adopted unanimously in February 2024. In conjunction with 22nd DAA's strategic planning process, the purpose of the ENRA is to meet the City of Del Mar's requirement for reaching a binding requirement without outright committing the 22nd DAA to providing a site for affordable housing.

The ENRA spells out a process to:

- Complete site due diligence and establish timelines;
- Determine the scope/components of development;
- Make a preliminary determination on the feasibility of the proposed development; and
- Identify a potentially mutually agreeable site for the development of up to 61 units of affordable housing;
- Establish procedures and standards for the negotiation of a mutually acceptable long-term ground lease agreement for development of affordable housing. This would likely include amending the Food & Agricultural Code to allow for a lease term longer than 55 years.

The 22nd DAA Board has paused the ENRA discussions twice since its adoption due the City and its officials' actions and advocacy related to the Los Angeles-San Diego (LOSSAN) Rail Realignment Project. In March 2025, the 22nd DAA Board voted to resume housing discussions and for a potential pause to be considered on a

monthly basis. The Board voted again to resume discussions under the ENRA in April 2025 and is considering the item again at the May 13, 2025, Board meeting.

# Process/Approach:

But even with all those discussions, the Board has yet to engage in a dedicated, philosophical discussion of its rationale for considering the City's request.

In addition, since adopting the ENRA, the Board has raised numerous questions about the feasibility of affordable housing, especially as the City is engaged separately in a legal battle with developers of the proposed "Seaside Ridge" project.

At the May 13 Board meeting, the Board has the opportunity to engage in a highlevel discussion and exploration regarding affordable housing requirements, implications for the 22nd DAA, and its rationale for whether to allocate a portion of 22nd DAA property to affordable housing through the master site planning process.

Ultimately, at the conclusion of the ENRA negotiations, the 22nd DAA Board of Directors will determine whether to proceed with siting affordable housing on 22nd DAA property. Through the discussion at the May 13, 2025 Board meeting, Directors will be able to raise specific questions about affordable housing and describe information they want regarding it.

22nd DAA staff will research these questions and requests to provide meaningful and relevant information to the Board at subsequent meetings.



January 20, 2025

Ms. Donna O'Leary San Diego County Fair 2260 Jimmy Durante Blvd Del Mar, CA 92014

Dear Ms. O'Leary,

Thank you for your generous support in 2024. On behalf of San Ysidro Health's Board of Directors, and our 3,000 dedicated clinicians and staff, we are deeply grateful for your contribution to improving the health outcomes of over 160,000 individuals in our care throughout San Diego County.

# 2024 Contributions Summary from San Diego County Fair

Date	Gift Amount	Event	
6/11/2024	\$0.00	San Diego County Fair	

Description In Kind Donation | 200 Tickets

Total: \$0.00

As we step into 2025, I invite you to continue being a vital part of our mission to improve the health and wellbeing of our communities with access for all. Together, we are building a healthy and vibrant region!

Yours in health,

Kevin Mattson President & CEO

Please keep for your records. San Ysidro Health is a registered 501(c)(3) charitable organization (Federal Tax ID Number 95-2801772), your total gift may be tax deductible as allowed by IRS laws and regulations. Please direct all charitable gift questions to your tax adviser.

Respect Integrity Excellence Empowerment

# Supreme Court won't hear challenge to California ban on gun shows on public land



The Supreme Court is seen on Capitol Hill in Washington, Dec. 17, 2024. (AP Photo/J. Scott Applewhite, File) The Supreme Court is seen on ... more >

The Supreme Court announced Monday it would not take up a challenge to California laws banning gun shows on public property.

Gun advocates had asked the high court to block the California ban on gun shows on state property, specifically fairgrounds.

One of the laws at issue prohibits anyone to "contract for, author or ally the sale of any firearm or ammunition on the property or in the buildings that comprise the Del Mar Fairgrounds." Another regulation does the same at the Orange County Fair and Event Center.

The state later expanded its law to cover all state-owned land.

The challengers wanted the justices to revisit a lower court ruling in favor of the restrictions on buying and selling of guns on state property.

The 9th U.S. Circuit Court of Appeals ruled against them, reasoning the state's regulation did not meaningfully burden their Second Amendment rights.

The pro-gun challengers had hoped the high court would block the lower court's ruling so already scheduled events wouldn't be interrupted, but Justice Elena Kagan denied that previous request.

And on Monday, the justices announced they would not take up the case, which challenged the California ban on First and Second Amendment grounds.

Supreme Court won't hear challenge to California ban on gun shows on public land

The gun advocates argued that the laws ran afoul of the Supreme Court's 2022 ruling in New York State Rifle & Pistol Association Inc. v. Bruen, which held any gun control measure had to date back to the nation's founding and comply with history and tradition of the nation in order to be upheld.

At least four justices would have had to vote in favor of hearing the dispute for oral arguments to have been granted.

The case was B&L Productions v. Gavin Newsom.

• Alex Swoyer can be reached at aswoyer@washingtontimes.com.

# **ITEM 5 – CONSENT CALENDAR**

# May 2025

# Expense Contracts

Standard A	Agreements Exc	ercising Option	Years			
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
22-014 AM2	Mercy Medical Transportation, Inc.	Medical transportation	RFP	Fair	5/1/2022 - 7/31/2027	\$1,052,214.00 (AM2) Total Contract Value = \$2,922,210.00
22-022 AM3	The 9th Shield Incorporated	Security guard services ATV & K9	Sole Source Justification	Fair	6/1/2022 - 7/31/2026	\$75,675.00 (AM3) Total Contract Value = \$493,185.00
22-027 AM4	Rafo Investment, Inc. dba SD Luxury Limos	Offsite transportation / shuttle services	Non-Profit	Fair	5/1/2022 - 7/31/2026	\$809,200.00 (AM4) Total Contract Value = \$5,383,494.06
22-032 AM3	Velasea, LLC	Touchless weapon detection	IFB	Fair	6/5/2022 - 7/5/2026	\$169,711.98 (AM3) Total Contract Value = \$1,063,387.26
23-054 AM2	Ocean Hill Equine Medical Group	Veterinary services	IFB	Fair	6/1/2023 - 7/7/2026	\$54,000.00 (AM2) Total Contract Value = \$208,000.00
25-008 AM1	Deaf Community Services San Diego	American Sign Language interpretation	IFB	Fair	6/1/2025 - 7/31/2027	\$30,000.00 max Total Contract Value = \$30,000.00

Standard Agreements Exempt from Competitive Solicitation						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
<del>25-005</del>	Not finalized	Law enforcement and traffic control	Not finalized	Not finalized	<del>Not</del> f <del>inalized</del>	Not finalized
25-026	City of San Diego Fire & Rescue (Project Heartbeat)	AED program	Interagency	Fair	6/1/2025 - 5/31/2027	\$4,999.00
25-027	Pacific Events Productions	O'Brien Gate entrance design and installation	Sole Source Justification	Fair	5/14/2025 - 7/11/2025	\$78,500.00
25-028	Wonderful Things, Inc. dba Main Street Banner USA	Flag and décor installation and removal	Sole Source Justification	Fair	5/14/2025- 7/10/2025	\$96,700.00

# **Revenue Contracts**

Standard Agreements from Competitive Solicitation - Revenue						
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Revenue Share
22-905	Edlen Electrical Exhibition Services of California, Inc.	Electrical services	IFB	Year Round	9/14/2022 - 9/13/2026	Utility services: 53% Labor & equipment: 30%

Sponsorship Agreements					
Contract #	Contractor	Purpose	Effort Type	Term	Amount
SPO-25-032	Evo Turf USA	Landscaping services in exchange for booth at 2025 and 2026 Fairs	Fair	6/11/2025 - 7/10/2026	\$69,829.00

#### STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

### SCO ID: N/A

AMENDMENT NUMBER

2

Purchasing Authority Number

GL# 600100-20

<b>STANDARD AGREEMENT - AMENDMENT</b>
STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

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

Mercy Medical Transportation, Inc.

2. The term of this Agreement is:

START DATE

May 1, 2022

THROUGH END DATE

July 31, 2027

3. The maximum amount of this Agreement after this Amendment is:

\$2,922,210.00

Two Million Nine Hundred Twenty Two Thousand Two Hundred Ten Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

AGREEMENT NUMBER

22-014

The purpose of this Amendment is to exercise the first two-year option, extending the contract term by two years and increasing the dollar amount by \$1,052,214.00. TThe maximum amount of this Agreement is hereby increased from \$1,869,996.00 to \$2,922,210.00. The Through End Date is hereby amended from July 31, 2025 to July 31, 2027.

Amendment Effective Date: July 31, 2025

All other terms and conditions shall remain the same.

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

CONT	RACTOR		
CONTRACTOR NAME (if other than an individual, state whether a corporation, partne	rship, etc.)		
Mercy Medical Transportation, Inc.			
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
27350 Valley Center Road, Suite A	Valley Center	CA	92082
PRINTED NAME OF PERSON SIGNING	TITLE		-
Richard F. Roesch	President		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
STATE OF	CALIFORNIA		

#### CONTRACTING AGENCY NAME 22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds) CONTRACTING AGENCY ADDRESS CITY STATE ΖIΡ 2260 Jimmy Durante Boulevard Del Mar CA 92014 PRINTED NAME OF PERSON SIGNING TITLE Carlene Moore **Chief Executive Officer** CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION (If Applicable) FAC §4051 .a. 1

ATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES		SCO ID: N/A		
STANDARD AGREEMENT - AMENDMEN STD 213A (Rev. 4/2020)	PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number GL#: 600100-20
1. This Agreement is entered into between the Contra	acting Agen	cy and the Contractor named	below:	
CONTRACTING AGENCY NAME 22nd District Agricultural Association (District) /	Del Mar Fa	irgrounds (Fairgrounds)		
CONTRACTOR NAME The 9th Shield Incorporated				
2. The term of this Agreement is:				
START DATE June 1, 2022				
THROUGH END DATE July 31, 2026				
3. The maximum amount of this Agreement after this \$493,185.00	Amendmer	nt is:		
Four Hundred Ninety Three Thousand One Hund	dred Eighty	y Five Dollars and Zero Cen <sup>.</sup>	ts	
4. The parties mutually agree to this amendment a incorporated herein:	s follows. A	All actions noted below are b	y this reference made a pa	rt of the Agreement and

The purpose of this Amendment is to exercise the third one-year option, extending the contract term by one year and increasing the dollar amount by \$75,675.00. The maximum amount of this Agreement is hereby increased from \$417,510.00 to \$493,185.00. The Through End Date is hereby amended from July 31, 2025 to July 31, 2026.

Amendment Effective Date: July 31, 2025.

All other terms and conditions shall remain the same.

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

CC	DNTRACTOR		
CONTRACTOR NAME (if other than an individual, state whether a corporation, pa	artnership, etc.)		
The 9th Shield Incorporated			
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
27851 Bradley Road, Suite 120	Menifee	CA	92586
PRINTED NAME OF PERSON SIGNING	TITLE	l	
Justin Metoyer	President		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
STATE	OF CALIFORNIA		
CONTRACTING AGENCY NAME			
22nd District Agricultural Association (District) / Del Mar Fairgrou	unds (Fairgrounds)		
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE	•	
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	FAC \$4051 .a. 1		

#### STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

### SCO ID: N/A

AMENDMENT NUMBER

4

Purchasing Authority Number

GL # 600100-20

<b>STANDARD AGREEMENT - AMENDMENT</b>
STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

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

Rafo Investment, Inc. dba SD Luxury Limos

2. The term of this Agreement is:

START DATE

May 1, 2022

THROUGH END DATE

July 31, 2026

3. The maximum amount of this Agreement after this Amendment is:

\$5,383,494.06

Five Million Three Hundred Eighty Three Thousand Four Hundred Four Dollars and Six Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

AGREEMENT NUMBER

22-027

The purpose of this Amendment is to exercise the third one-year option; extending the contract term by one year and increasing the dollar amount by \$809,200.00. The maximum amount of the Agreement is hereby increased from \$4,574,294.06 to \$5,383,494.06 The Through End Date is hereby amended from July 31, 2025 to July 31, 2026.

Amendment Effective Date: July 31, 2025.

All other terms and conditions shall remain the same.

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

CON	TRACTOR	
CONTRACTOR NAME (if other than an individual, state whether a corporation, partr Rafo Investment, Inc. dba SD Luxury Limos	nership, etc.)	
CONTRACTOR BUSINESS ADDRESS	CITY	STATE ZIP
1136 Greenfield Drive	El Cajon	CA 9202
PRINTED NAME OF PERSON SIGNING	TITLE	
Dani Rafo	President	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	

#### **STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME 22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds) CONTRACTING AGENCY ADDRESS CITY STATE ΖIΡ 2260 Jimmy Durante Boulevard Del Mar CA 92014 PRINTED NAME OF PERSON SIGNING TITLE Carlene Moore **Chief Executive Officer** DATE SIGNED CONTRACTING AGENCY AUTHORIZED SIGNATURE CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION (If Applicable) FAC §4051 .a. 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES	SC	SCO ID: N/A	
STD 213A (Rev. 4/2020) CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number GL# 550100-20
1. This Agreement is entered into between the Contracting Ag	ency and the Contractor named	below:	
CONTRACTING AGENCY NAME 22nd District Agricultural Association (District) / Del Mar	Fairgrounds (Fairgrounds)		
CONTRACTOR NAME			
Velasea, LLC			
2. The term of this Agreement is:			
START DATE			
June 5, 2022			
THROUGH END DATE			
July 5, 2026			
3. The maximum amount of this Agreement after this Amender \$1,063,387.26	nent is:		
One Million Sixty Three Thousand Three Hundred Eighty	Seven Dollars and Twenty Si	ix Cents	
4. The parties mutually agree to this amendment as follows incorporated herein:	. All actions noted below are b	by this reference made a pa	rt of the Agreement and

The purpose of this Amendment is to exercise the third one-year option, extending the contract term by one year and increasing the dollar amount by \$169,711.98. The maximum amount of this Agreement is hereby increased from \$893,675.28 to \$1,063,387.26. The Through End Date is hereby amended from July 5, 2025 to July 5, 2026.

Amendment Effective Date: July 5, 2025

All other terms and conditions shall remain the same.

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

CONTRACTO	R		
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.	.)		
Velasea, LLC			
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2 Astor	Irvine	CA	92618
PRINTED NAME OF PERSON SIGNING	TITLE		
Doug Kari	Chief Legal & Comp	liance Officer	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
STATE OF CALIFO	DRNIA		

22nd District Agricultural Association (District) / Del Mar Fairgrounds	; (Fairgrounds)		
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE	I	
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051 .a. 1		

### STATE OF CALLEORNIA - DEPARTMENT OF GENERAL SERVICES

#### • NI / A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICE STANDARD AGREEMENT - AMENDMENT	s sc	SCO ID: N/A	
STD 213A (Rev. 4/2020)	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGE	GES 23-054	2	GL #: 600100-60
1. This Agreement is entered into between the Contracting	Agency and the Contractor named	below:	
CONTRACTING AGENCY NAME			
22nd District Agricultural Association (District) / Del N	1ar Fairgrounds (Fairgrounds)		
CONTRACTOR NAME			
Ocean Hill Equine Medical Group			
2. The term of this Agreement is:			
START DATE			
June 1, 2023			
THROUGH END DATE			
July 7, 2026			
3. The maximum amount of this Agreement after this Amen	ndment is:		
\$208,000.00			
Two Hundred Eight Thousand Dollars and Zero Cents			
4. The parties mutually agree to this amendment as follo incorporated herein:	ws. All actions noted below are b	by this reference made a pa	rt of the Agreement and

The purpose of this Amendment is to exercise the second one-year option, increasing the dollar amount by \$54,000.00 and extending the contract term by one year. The maximum amount of this Agreement is hereby increased from \$154,000.00 to \$208,000.00. The Through End Date is hereby amended from July 7, 2025 to July 7, 2026

Amendment Effective Date: July 7, 2025.

All other terms and conditions shall remain the same.

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.) Ocean Hill Equine Medical Group			
CONTRACTOR BUSINESS ADDRESS 8751 Old Castle	CITY Escondido	STATE CA	ZIP 92026
PRINTED NAME OF PERSON SIGNING	TITLE		52020
Dr. Tad Bender	Owner		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
STATE OF CALIFORNIA	L		

CONTRACTING AGENCY NAME			
22nd District Agricultural Association (District) / Del Mar Fairgrounds	s (Fairgrounds)		
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE	I	
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	FAC §4051 .a. 1		

#### STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

### SCO ID: N/A

STANDARD AGREEMENT - AMENDMENT				
STD 213A (Rev. 4/2020)	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number	
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES	25-008	1	GL#: 600100-20	
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

Deaf Community Services of San Diego

2. The term of this Agreement is:

START DATE

June 1, 2025

THROUGH END DATE

July 31, 2027

3. The maximum amount of this Agreement after this Amendment is:

\$30,000.00

Thirty Thousand Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to add trilingual interpretation services to the contract and to update the service fee to an additional \$100 per trilingual interpreter. All other terms and conditions of the original agreement remain unchanged, and the maximum amount of this Agreement will remain the same.

The Scope of Work (Exhibit A) and Budget Detail and Payment Provisions (Exhibit B) have been revised to reflect the changes outlined above and are hereby replaced in their entirety. Additions to the contract are indicated in bold and underlined text.

The start and Through End Date of the Agreement remain unchanged

Amendment Effective Date: June 1, 2025

All other terms and conditions shall remain the same.

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.)

Deaf Community Services of San Diego

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1240 E. Plaza Blvd. Suite 604 Box# 471.	National City	CA	91950
PRINTED NAME OF PERSON SIGNING	TITLE	•	
Monique Ball	Executive Director		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

### EXHIBIT A SCOPE OF WORK

### 1. SERVICES OVERVIEW

- A. Deaf Community Services of San Diego, hereinafter referred to as Contractor agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:
- B. The Contractor shall provide: American Sign Language Interpretation.
- C. The services shall be performed at District, Del Mar Fairgrounds located at 2260 Jimmy Durante Blvd. Del Mar, CA 92014.
- D. The services shall be performed from June to July, during the annual San Diego County Fair.

22 <sup>nd</sup> District Agricultural Association	Contractor: Deaf Community Services of San Diego	
Attention: Amy Billburg, ADA Manager	Attention: Elaine Rosas, Director of Interpreting Services	
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 1240 E. Plaza Blvd. Suite 604 Box# 471. National City, CA 91950	
Phone: (858) 792-4217	Phone: 619 398-2488	
Email Address: abillburg@sdfair.com	Email Address: erosas@dcsofsd.org	

E. The project representatives during the term of this agreement will be:

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 BY CONTRACTOR:

- A. Upon request contractor shall facilitate communication between hearing individuals and those who are deaf or hard of hearing by accurately translating spoken or sung language into American Sign Language (ASL) and vice versa, across various entertainment settings and community events. Contractor's interpreter shall ensure the deaf or hard of hearing person fully understands and participates in the entertainment. <u>Contractor shall provide trilingual sign language interpreters, including but not limited to interpreters fluent in English, Spanish, and ASL upon request.</u> The contractor's duties include interpreting not only words but also nuances, cultural context, and body language during the San Diego County fair which takes place in June and July. Concerts typically start around 5pm and last between four (4) hours to six (6) hours with start and duration times varying depending on performance schedule.
- B. The services shall include interpreting for all openers, pre- and post-acts, as well as any other entertainment or performances during the show. Contractor shall provide interpretation service for the entire duration of the event and all scheduled activities.

### EXHIBIT A SCOPE OF WORK

- C. The Contractor shall be fully responsible for providing qualified interpreters and ensuring the delivery of services as specified in this agreement. The Contractor shall ensure that the interpreters meet all necessary qualifications, comply with applicable regulations, and provide accurate and professional interpretation services throughout the duration of the event.
- D. Contractor's interpreters must be qualified to provide services in accordance with the standards set forth by the Americans with Disabilities Act (ADA).
- E. Contractor's interpreters must obtain certification from one of the following institutions, or any other equivalent certification approved by District, and provide proof of certification upon request:
  - a. The National Registry of Interpreters for the Deaf (RID)
  - b. The National Association of the Deaf (NAD)/California Association of the Deaf (CAD)
  - c. American Sign Language Teachers Association (ASLTA)
  - d. The California Department of Rehabilitation at a competency Level III.
- F. Contractor shall ensure interpretation is of high quality and has a minimum accuracy of 75%.
- G. Contractor's interpreters shall be physically present at the entertainment to provide services.
- H. Contractor shall provide two (2) interpreters to work concurrently for each service.
- I. Contractor's interpreters must be able to present on stage as well as in front of livestreaming video recording.
- J. Contractor's interpreters shall dress in appropriate professional attire and shall be courteous, efficient, and neat and clean in appearance.
- K. Contractor's interpreters must be adept in translating at concerts and/or entertainment events which at times are unstructured with more than two (2) people speaking simultaneously and must be familiar with and adapt quickly to a variety of speaking and/or singing styles and accents.
- L. Contractor's interpreters must be prepared to provide services without a "set list" in advance.
- M. The 22<sup>nd</sup> DAA may need additional occurrences of interpretation services that are unanticipated. For unanticipated service needs, the 22<sup>nd</sup> DAA will submit a request to the Contractor providing as much notice as is feasible. Contractor shall provide these services on an as needed basis subject to availability.
- N. Contractor shall perform the above services in accordance with the rates identified in Exhibit B, Service Rates.

### EXHIBIT A SCOPE OF WORK

- O. Contractor shall provide services on an as-needed basis with ten (10) calendar days of advance notification.
- P. The Contractor is not guaranteed any specific amount of work. The actual work to be performed will be determined by District and may vary from year to year.
- Q. Contractor documents may not have conditions that are counter to or in conflict with this Scope of Work. Where the terms of this Agreement or District/State's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's documents or Contractor's documents, both parties agree that the terms set forth in District/State's documents shall supersede and take precedence over Contractor's documents or other Contractor's documents.

### 3. DISTRICT RESPONSIBILITIES

- A. District will provide parking and gate access to contractor.
- B. District will provide event schedule as early as possible, however, contractor shall prepare to provide service without the event schedule.
- C. District will provide appropriate seating arrangements to ensure that audience member(s) have a clear and unobstructed view of the interpreters.
- D. District will ensure adequate lighting is provided to ensure the interpreters are visible during the performance.
- E. District will provide a sheet music stands to the interpreters. When the performance is a concert, a voice-only monitor or other listening aid device will be provided.

#### SAN DIEGO FIRE-RESCUE DEPARTMENT AED/PAD PROGRAM SERVICE LEVEL AGREEMENT

An agreement between City of San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat, and **22<sup>nd</sup> DAA Del Mar Fairgrounds 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216** ("Program Participant"), for the period beginning **June 1, 2025, through May 31, 2027 (2yr).** 

This agreement will provide program management for **33** AED unit(s) on site.

The purpose and objective of this agreement is to acknowledge that SDFD PAD Program staff will provide PAD Program Management, Incident Management and Critical Incident Stress Diffusing ("Service Activities") subject to the terms and conditions listed below.

#### A. Service Activities.

SDFD PAD Program staff will provide the following Service Activities during the duration of this Agreement:

- 1. PAD Program Management. Services include a) 24-hour AED Emergency Contact Service with a designated SDFD PAD Program staff member; b) electronic record keeping services to assure quality program management; c) in-service training on hands-only CPR and use of the AED (as can be scheduled with staff); d) Physician Medical Oversight; and e) the arrangement of this Service Level Agreement (SLA) and development of your AED maintenance account.
  - a. Cost of PAD Program Management: Initial annual cost of \$150.00 for the first AED and \$25.00 for each additional AED, up to ten units. <u>Subsequent annual reinstatement costs are \$100.00 for the first AED</u> and \$25.00 for each additional AED, up to ten units. After ten AEDs, the price for PAD Program Management is \$10.00 per each additional AED unit.

**Incident Management.** The Incident Management services described in this paragraph are effective at the time of notification of an AED deployment. Should an AED deployment incident occur, a SDFD PAD Program representative will be notified and will arrive at the scene within four-hours from formal point of notification, if deemed necessary by both parties. Once at the scene, the SDFD PAD Program staff member will perform the following services: a) on-site downloading of data from the AED; b) replacement of electrode pads; and c) process and file required reports at the time of an incident for quality assurance and management purposes.

b. <u>Cost of Incident Management</u>: Incident Management services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All hours requested before or after normal business days/hours, including Saturday and Sunday, and all county recognized holidays, are payable at a rate of \$55.00 per hour. Incident Management will be invoiced for a minimum of two hours of service between 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized holidays within San Diego County limits. A cost of \$55 per hour will be charged if the request for Incident Management requires a SDFD PAD Program representative to respond outside of the San Diego County limits, regardless of day/time.

A separate charge for the replacement of electrode pads at the scene, beginning at a cost of \$50.00 per set and up to \$75.00, depending on the brand/model of AED, shall be expected in the case of a deployment incident.

SDFD is not responsible for replacement/maintenance equipment.

- c. <u>Recommendation</u>: For program participants who utilize AEDs other than the Cardiac Science Corporation and Philips HeartStart FRX manufactured AED units, it is recommended that the facility has a back stock of supplies, (defibrillator pads, spare battery, etc.), and needed equipment (i.e. downloading software) per the manufacturers' recommendation.
- Critical Incident Stress Defusing (CISD). Upon request, CISD can be arranged within 48 hours of the incident to provide counseling services for the individuals involved. CISD services are provided by SDFD team members certified in Advanced Critical Incident Stress Management.

#### B. <u>SDFD PAD Program Management Responsibilities</u>.

The SDFD PAD Program shall be responsible for the following:

- 1. Provide Physician Medical Oversight for program direction and review of AED deployment incidents.
- Provide quality PAD Program Staff to include a California State licensed Physician/Surgeon, a PAD Program Manager and other qualified personnel to offer 24-hour AED emergency contact service.
- 3. In-service course curricula will follow the standards and guidelines approved by the American Heart Association (AHA) and American Red Cross (ARC) for CPR/AED training.
- 4. Provide record keeping services for program management, AED maintenance, Service Level Agreements, certifications, incident correspondence, data collection and advanced and post notification of expiring program elements.
- 5. Provide location information about customer's AED(s) to the PulsePoint organization (<u>http://www.pulsepoint.org/</u>) a system that allows bystanders to know the location of the AED(s) for use in a CPR event. Program Participant may elect to not participate in this program at any time with written notification to San Diego Project Heart Beat.
- 6. SDFD Finance Department will invoice Program Participant within 30 days from the date of services rendered or agreed upon to include full execution of this Service Level Agreement (SLA).

#### C. Program Participant Responsibilities.

The Program Participant shall be responsible for the following:

1. Program Participant will reimburse SDFD for all Service Activities rendered as outlined within this SLA thirty days from the date of invoice for the services provided.

All payment remittance shall be sent to:

City of San Diego Fire/EMS PO Box 129030 San Diego, CA. 92112-9030

- 2. Program Participant will arrange any certification training needed and may track any current certifications on the San Diego Project Heart Beat online database management system.
- 3. Program Participant will select a PAD Program Liaison to manage and be the main contact person for its PAD Program site(s). Responsibilities of this position will include a) oversight of documented maintenance checks; b) scheduling any desired in-service training; and c) responsibility for all necessary correspondence between the AED site(s) and SDFD PAD Program Personnel.
- 4. Program Participant will follow all requirements for a PAD Program set forth in California Civil Code section 1714.21 and California Health and Safety Code 1797.196.
- 5. If arranged and approved by SDFD, Program Participant may use a City of San Diego classroom or facility designated for CPR/AED training. Such use shall be limited solely for the purpose of CPR/AED training. Any unauthorized use of a City of San Diego classroom or facility shall constitute a substantial default and subject this agreement to termination.

### D. Schedules and Timelines.

All training or other related schedules and timelines related to this Agreement are to be established between SDFD PAD Program Personnel and the Program Participant.

### E. Dispute Resolution Process.

Initial disputes, should they arise, will be discussed and a resolution sought between Program Participant and the SDFD PAD Program Manager. If resolution is not achieved, second- and third-level supervisors from SDFD and Program Participant or their designee will seek resolution.

### F. <u>Termination</u>.

Either Party may terminate this agreement at any time and for any reason by giving thirty (30) days' written notice to SDFD of such termination and specifying the effective date thereof.

### G. Indemnification.

Program Participant shall defend, indemnify, and hold harmless the City of San Diego, its officers, employees, and agents (Indemnified Parties) against all liability, loss, damage, claim, injury, or other expense (including reasonable attorneys' fees, court costs, and expert witness fees) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the performance of this Agreement. Program Participant's duty to indemnify and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of Indemnified Parties.

# Revised 12/2024 Copyright 2003 SDFD / San Diego Project Heart Beat

Notwithstanding the foregoing, Program Participant agrees that it shall not hold the Indemnified Parties liable whatsoever for the malfunction or misuse of an AED by Program Participant, the Indemnified Parties, or any Third Parties.

Program Participant must maintain adequate insurance coverage to satisfy its indemnification obligations under this Agreement. Any disputes arising under this Agreement shall be governed by the laws of the State of California and shall be resolved in the courts of San Diego County, California.

#### H. Modification of this Service Level Agreement.

This Agreement may only be modified with the prior written approval of both parties.

IN WITNESS WHEREOF, this Agreement is executed by City and Program Participant acting by and through their authorized officers.

Program Participant	City of San Diego
By: (signature)	Ву:
Name: (print) Title:	Name: Vanessa Delgado Purchasing & Contracting <u>cdelgado@sandiego.gov</u> Title: Procurement Program Manager
Date:	Date:
	Approved as to form this day of

\_\_\_\_\_, 20\_\_\_\_\_.

Heather Ferbert, City Attorney

By: \_\_\_\_\_ Deputy City Attorney

Print Name

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES		
STANDARD AGREEMENT	AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
STD 213 (Rev. 04/2020)	25-027	GL#: 600100-60
1. This Agreement is entered into between the Contracting A	gency and the Contractor named belo	DW:
CONTRACTING AGENCY NAME		
22nd District Agricultural Association (District) / [	Del Mar Fairgrounds (Fairgroun	ds)
CONTRACTOR NAME		
Pacific Event Productions, Inc.		
2. The term of this Agreement is:		
START DATE		
May 14, 2025		
THROUGH END DATE		
July 11, 2025		
3. The maximum amount of this Agreement is:		
\$78,500.00		

Seventy Eight Thousand Five Hundred 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.

E×	xhibits	Title	Pages
E	xhibit A	Scope of Work	3
	xhibit A tachment I	O'Brien Entrance Gate	4
E	xhibit B	Budget Detail and Payment Provisions	3
E	xhibit C	General Terms and Conditions	5
E	xhibit D	Special Terms & Conditions	5
	xhibit D, tachment I	Insurance Requirements	4
E	xhibit E	Preventing Storm Water Pollution	1
E	xhibit F	22nd DAA Resource Conservation Policy	1

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.) Pacific Event Productions, Inc. CONTRACTOR BUSINESS ADDRESS CITY STATE ZIP 6989 Corte Santa Fe CA 92121 San Diego TITLE PRINTED NAME OF PERSON SIGNING **Chief Executive Officer** George R. Duff CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED

#### I. SERVICES OVERVIEW

- A. Pacific Event Productions, Inc., hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District with services as described herein.
- B. Contractor shall install and teardown a truss structure, including rigging, lighting and banners at the main entrance O'Brien Gate for the 2025 San Diego County Fair (SDCF).
- C. Services shall be performed onsite at the District located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. Services shall be provided May 15 through July 7, 2025.
- E. The project representatives during the term of this Agreement will be:

	District		Contractor
Name:	Rachelle Weir, Director of Agriculture, Arts and Education	Name:	George R. Duff, Founder, Chief Executive Officer
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	6989 Corte Santa Fe San Diego, California 92121
Phone:	(858) 792-4211	Phone:	(858) 450-7703
Email:	<u>rweir@sdfair.com</u>	Email:	george.duff@pacificevents.com

#### II. WORK TO BE PERFORMED

- A. Contractor shall install the entire base structure of the O'Brien Gate Main Entrance for the 2025 SDCF, including the design, printing and installation of overhead banners.
- B. Contractor shall supply all labor and materials, hardware and equipment rental necessary for the installation and strike of facades and/or truss structure at the District.
  - 1. Contractor shall provide all ladders, zipties, velon, tools, Gaffer's tape, shims, scissor lifts and safety harnesses for a turnkey installation and removal.
- C. Contractor shall comply with all applicable safety guidelines required by the State of California Division of Occupational Safety and Health Administration (Cal/OSHA) standards, as well as any relevant state and local regulations, throughout the duration and performance of this Agreement. This includes, but is not limited to, the provision and use of appropriate fall-protection equipment as required for each specific application.

#### D. Tasks:

Contractor shall provide the following elements to design a turnkey entrance structure:

- 1. Truss Structure
  - a. Quantity 16: Box Truss 12-Inch Global 10-Foot Circle Section
  - b. Quantity 12: Box Truss 12-Inch Global 10-Foot
  - c. Quantity 38: Box Truss 12-Inch Global Cube Corner
  - d. Quantity 4: SQ 2971 P
  - e. Quantity 6: Box Truss 12-Inch Global Base
  - f. Quantity 8: Box Truss 12-Inch Global 1-Foot, 6-Inch
  - g. Quantity 30: 6-Foot Aluminum 1-1/4-Inch
- 2. Truss Structure Rigging
  - a. Quantity 12: Spanset 3-Foot
  - b. Quantity 24: Shackle 5/8-Inch
  - c. Quantity 12: Rigging Steel 10-Foot
  - d. Quantity 12: Rigging Steel 5-Foot
  - e. Quantity 12: Comealong Blue 2 Ton
  - f. Quantity 12: Clamp Cheeseborough Half
  - g. Quantity 16: Clamp Cheeseborough Double Swivel
- 3. Lighting and Cables
  - a. Quantity 3: American DJ 18p Light Bar (For Front and Back Color Washes)
  - b. Quantity 14: Light LED American DJ Wifly EXR QA 12 Bar (Interior Lighting)
  - c. Quantity 10: Cable Edison, 100-Foot
  - d. Quantity 20: Cable Edison, 50-Foot
  - e. Quantity 20: Cable Edison, 25-Foot
  - f. Quantity 12: Cable Edison, 10-Foot
  - g. Quantity 8: Cube Tap
- 4. Graphics Rendering and Design
  - a. Graphics Design, Inclusive of Revisions
  - b. Print Graphics Panels Front and Back
  - c. Sign Mounting Custom Backing
    - (1) Rigging, backing, brackets, shackles
    - (2) Each banner shall be professionally secured on both sides
  - d. Quantity 4: Custom Overhead Banners, 3-meters by 6-meters in size
- E. Contractor shall provide necessary engineering report to the District, prior to the commencement of any work at the District. Additionally, the Contractor shall ensure that any and all required city or local inspections, permits, and approvals are obtained before beginning the work.
- F. Contractor shall be responsible for taking all onsite measurements, assessing surrounding structures and roadways and designing and building structures in full compliance with all applicable state, county, and local fire and life safety codes. Any and all corrections required

to bring the structures into compliance with code and safety standards will be solely the financial responsibility of Contractor.

- G. Contractor agrees to make repairs and adjustments at no cost to the District, as needed, throughout the run of the 2025 SDCF, June 11 through July 6. Contractor agrees that repairs and/or adjustments must be made within twenty-four (24) hours of being notified there is an issue. If issue poses a threat to public safety, Contractor shall respond within two (2) hours of notification to begin the repair/adjustment.
- H. Contractor shall have truss and banners installed and ready for District inspection no later than June 9, 2025 at 12:00 p.m.
- I. Contractor shall remove all Contractor installed banners and equipment no later than July 7, 2025 at 3:00 p.m.
- J. Deliverable and schedule:

Task Number	Description	Due By Date
D.4.a, b, d	Provide Graphic Design, Printing, and	May 17, 2025
	Rendering	-
D.1 through 3	Installation of Truss, Rigging, Lighting	June 9, 2025
D.4.c	and Cable	
Ι.	Remove all Banners and Equipment	July 7, 2025

#### III. DISTRICT RESPONSIBILITIES

- 1. District shall provide ballast and/or K-Rail for Contractor's use to secure truss structure, based on the engineering report obtained by Contractor.
- 2. District shall provide necessary power to illuminate Contractor installed lighting.
- 3. District shall provide timers to be placed on lighting by Contractor, to shut down lighting at desired time each night.
- 4. District shall review and approve banner design prior to Contractor printing and installing.

STATE OF CALIFORNIA	DEPARTMENT OF GENERAL SERVICES		
STANDARD AGR	EEMENT	AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
STD 213 (Rev. 04/2020)		25-028	GL#: 600100-60
1. This Agreement is	entered into between the Contracting A	Agency and the Contractor named belo	w:
CONTRACTING AGE	ICY NAME		
22nd District Ag	ricultural Association (District) / I	Del Mar Fairgrounds (Fairgroun	ds)
CONTRACTOR NAME			
Wonderful Thing	gs, Inc. dba Main Street Banner	USA	
2. The term of this Agr	eement is:		
START DATE			
May 14, 2025			
THROUGH END DATE	1		
July 10, 2025			
	ount of this Agreement is:		
\$96,700.00			
Ninety Six Thou	sand Seven Hundred Dollars and	d Zero Cents	
4. The parties agree	to comply with the terms and conditions	s of the following exhibits, which are by	<i>t</i> this reference made a part of the Agreemen
Exhibits		Title	Pages
Exhibit A	Scope of Work		8
		· · ·	
Exhibit B	Budget Detail and Payment Pr	rovisions	3
Exhibit C	General Terms and Conditions	s (February 2025)	5
Exhibit D	Special Terms & Conditions		5

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

22nd DAA Resource Conservation Policy

Insurance Requirements

Preventing Storm Water Pollution

Exhibit D,

Exhibit F

Attachment I Exhibit E

CONTRACTOR				
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Wonderful Things, Inc. dba Main Street Banner USA				
CONTRACTOR BUSINESS ADDRESS 5095 Sixth Street	CITY Carpinteria	STATE CA	ZIP 93013	
PRINTED NAME OF PERSON SIGNING Jonathan Alburger	TITLE General Manager		00010	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED			

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#### I. SERVICES OVERVIEW

- A. Wonderful Things, Inc. doing business as Main Street Banner USA, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall install and teardown décor, flags, buntings, flagpoles, brackets strapping and hardware, for the 2025 San Diego County Fair (SDCF), in areas agreed upon by Contractor and District.
- C. Services shall be performed at the District located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. Services shall be provided May 14 through July 10, 2025.
- E. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Wonderful Things dba Main Street Banner USA
Name: Rachelle Weir, Director,	Name: Jonathan Alburger, Project
Agriculture, Arts & Education	Manager
Address: 2260 Jimmy Durante Boulevard	Address: 5095 Sixth Street
Del Mar, CA 92014	Carpinteria, California 93013
Phone: (858) 792-4211	Phone: (800) 832-7707
e-mail: rweir@sdfair.com	e-mail: jonathan@mainstreetbanner.com

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.

#### II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide turnkey installation of décor, flags, buntings, flagpoles, brackets, strapping and hardware, in various areas, for the 2025 SDCF, on a timeline agreed upon by Contractor and District.
- B. Contractor shall supply all labor, facilitate all rigging and security, and supply hardware and tools necessary for installation.
  - 1. Contractor shall supply all ladders, steel cables, shackles, turnbuckles, beam clamps, carabiners, wire, ties, brackets, stainless steel branding-buckles, manual hand tools and safety harnesses for a turn-key installation.
  - 2. Contractor shall provide and utilize fall-protection equipment appropriate for each application and follow all safety guidelines required by the State of California Division of Occupational Safety and Health (Cal/OSHA) and the District.
- C. Contractor shall install only flags made of outdoor UV treated 200-Denier Oxford Weave

DuPont USA-made nylon with USA-sourced inks and labor.

- D. Contractor shall remove all décor, flags, buntings, flagpoles, brackets, strapping and hardware from the District, July 7 through July 10, 2025.
  - 1. Contractor shall inspect all items removed to ensure there are no old, tattered, ripped or faded flags.
    - a. Contractor agrees to dispose of any and all flags that are not in good condition.
    - b. Contractor agrees to clean and store at Contractor's facility, all flags that are in good condition, for use by the District in 2026.
    - c. Contractor agrees to refresh or paint flagpoles black, where deemed appropriate.
- E. Contractor shall be solely responsible for each flag and flagpole in the event of loss or damage due to wind, weather, Acts of God, vandalism or theft and will be liable for the cost and/or replacement of each. Contractor shall consider this breakage and repair, or replacement, as part of the Agreement from installation through removal.

#### III. TASKS

- A. Perimeter Fence Line
  - 1. Contractor shall furnish and install flags along the perimeter fence line as agreed upon by Contractor and District.
    - a. Contractor shall install approximately one-hundred (100) flags on a 20-foot aluminum flagpole with .125-inch wall heavy-wind resistance.
  - 2. Contractor shall install on each flagpole one (1) flag approximately 9-feet vertical by 5-feet horizontal in size, as designated by the District, in alternating colors.
    - a. Contractor shall affix each flag to the flagpole with industrial zip-ties or Stainless steel Ratchet Head Worm Drive Banding straps, secured to withstand high winds and vandalism.
    - b. Contractor shall provide solid color nylon flags based on Contractor's DuPont nylon color chart.
    - c. Contractor shall provide District's "signature color" flags in the colors of Peacock Blue, Daffodil Yellow, and Canada Red.
  - 3. Contractor shall ensure each flag has a 4-inch sleeve with top reinforcement vinyl patch stitched in top to resist friction wear-and-tear.
  - 4. Contractor shall ensure each flag is sewn shut at the top and open at the bottom, with a 4-inch webbing tab to secure flag to the flagpole.

#### B. Gate Flags

1. Contractor shall furnish and install colored flags at each entry gate, as agreed upon by the District. Installation shall begin May 15, 2025, and shall be completed prior to commencement of the 2025 SDCF.

#### a. Solana Green Gate – Theme "Emerald Green"

- (1) Contractor shall install ten (10), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique green nylon, two shade split flag with white stitched front and back "SOLANA GATE" lettering on four (4) flagpoles.
- (3) Contractor shall install one (1) 9-foot vertical by 5-foot wide solid color green triangle nylon flag on six (6) flagpoles.
- (4) Contractor shall install along the top, seven (7) to twelve (12), 3-foot by 6-foot scallop fans made of emerald green nylon with reinforcement webbing and three (3) brass grommets along the top.

#### b. Fire Red Gate - Theme Bright "Canada Red"

- (1) Contractor shall install twelve (12), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique red nylon, two shade split flag with white stitched front and back "FIRE GATE" lettering on four (4) flagpoles.
- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide solid color red nylon flag on eight (8) flagpoles.
- (4) Contractor shall install along the top, seven (7) to twelve (12), 3-foot by 6-foot scallop fans made of Canada Red nylon with reinforcement webbing and three (3) brass grommets along the top.

#### c. Stable Yellow Gate – Theme Yellow/Gold and Black

- (1) Contractor shall install twelve (12), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique yellow nylon, two shade split flag with white stitched front and back "STABLE GATE" lettering on four (4) flagpoles.
- (3) Contractor shall install one (1) 9-foot vertical by 5-foot wide solid color yellow nylon flag on eight (8) flagpoles.

#### d. Main Blue Gate – Theme French Blue

- (1) Contractor shall install sixteen (16), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique blue nylon, two shade split flag with white stitched front and back "MAIN GATE" lettering on four (4) flagpoles.
- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide solid color blue nylon flag on twelve (12) flagpoles.

#### e. Ride Share Purple Gate – Pansy Purple Theme

- (1) Contractor shall install twelve (12), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique purple nylon, two shade split flag with white stitched front and back "RIDE SHARE" lettering on four (4) flagpoles.
- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide solid color purple nylon flag on eight (8) flagpoles.

#### f. Preferred Parking – Golden Poppy Orange Theme

- (1) Contractor shall install fifteen (15), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance, with an orange and white theme.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique golden poppy orange nylon, with white stitched front and back "PREFERRED" lettering on four (4) flagpoles.
- (3) Contractor shall install a combination of District style triangles and customized 10-foot vertical by 3-foot wide custom sewn applique white nylon, with white stitched front and back "PREFERRED" lettering on eleven (11) flagpoles.

#### C. Additional Gate and Special Location Flags

1. Contractor shall furnish and install flags in additional areas as agreed upon by the District. Installation shall begin May 15, 2025, and shall be completed prior to commencement of the 2025 SDCF.

#### a. Arena Gate – Main Entrance for Foot Traffic from Jimmy Durante Boulevard

- (1) Contractor shall install thirty (30), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1), 9-foot vertical by 5-foot horizonal custom District solid color nylon flag on each flagpole.
- (3) Contractor shall ensure each flag has a 4-inch sleeve with top reinforcement vinyl patch stitched in top to resist friction wear-and-tear.
- (4) Contractor shall ensure each flag is sewn shut at the top and open at the bottom with 4-inch webbing tab to secure flag to the flagpole.
- (5) Contractor shall attach each flagpole vertically to perimeter fences as designated by the District.
- (6) Contractor shall affix each flag to the flagpole with industrial zip-ties or stainless steel Ratchet Head Worm Drive Banding straps, secured against high winds and vandalism.

#### b. Carnival and West Parking Area Entrance and Exit – Black and White Theme

- (1) Contractor shall install twenty (20), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install fourteen (14) District theme triangle color signature flags.
- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique black and white nylon, two shade split flag with black stitched front

and back "ENTRANCE" lettering on three (3) flagpoles.

(4) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique black and white nylon, two shade split flag with white stitched front and back "EXIT•EXIT" lettering on three (3) flagpoles.

#### c. Main Entry Line Queue Trusses Flags

- (1) Contractor shall install up to twenty (20), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 9-foot vertical by 5-foot wide solid color District theme triangle color signature flag on up to twenty (20) flagpoles.

### d. Tram Stops Flags – Up To Six (6) Locations

- (1) Contractor shall install up to twenty (20), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install up to one (1) 9-foot vertical by 5-foot wide solid color red, yellow or blue, District theme triangle on up to twenty (20) flagpoles.

#### e. Horse Park Flags – French Blue Theme

- (1) Contractor shall install eight (8), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique blue nylon, theme flag with custom sewn "HORSE PARK" lettering on two (2) flagpoles.
- (3) Contractor shall install one (1) 9-foot vertical by 5-foot wide color coordinated solid blue triangle flag on six (6) flagpoles.

# f. Gate 21: Overflow Parking Welcome Flags – Dark Brown / Sandalwood and White Theme

- (1) Contractor shall install ten (10), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique brown/white nylon, theme flag with custom sewn "GATE 21" lettering on two (2) flagpoles.
- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique brown/white nylon, theme flag with custom sewn "WELCOME" lettering on two (2) flagpoles.
- (4) Contractor shall install one (1) 9-foot vertical by 5-foot wide sandalwood brown triangle flag on six (6) flagpoles.

#### D. Fairview Farm

1. Contractor shall furnish and install flags in various areas at Fairview Farm as agreed upon by the District. Installation shall begin May 15, 2025 and shall be completed prior to the Plant Grow Eat program.

#### a. Perimeter Fenceline

- (1) Contractor shall install twelve (12), 20-foot aluminum flagpoles with .125-inch wall heavy-wind resistance.
- (2) Contractor shall supply flags, flagpoles, brackets and ground mounts for

installation.

#### b. Gazebo – Front Entrance to Farm

- (1) Contractor shall create signage for the front Gazebo Entrance, as directed by District or designee.
- (2) Contractor shall provide and install entrance Gazebo signage.
- (3) Contractor shall install District supplied decorative elements and accents required to create and complete the entrance.

#### c. Sunflower Windmills

- (1) Contractor shall install sunflowers to the top of two (2) District-owned wood windmills to create the illusion of sunflower windmills.
- (2) Contractor shall supply all rigging, bolts and supplies for a turnkey installation.

#### E. Farm 2 U

1. Contractor shall assist with all installation and design work for the Farm 2 U Exhibit.

#### a. Tent Structures

- (1) Contractor shall provide design work for seven (7) District-provided tent structures, each measuring 30-feet by 30-feet.
- (2) Contractor shall determine size, fabricate, provide and install four (4) striped, triangular-shaped fabric pieces on the top of each tent structure.
- (3) Contractor shall intricately knot each triangular fabric piece at the apex of each structure to allow airflow and ensure each fabric piece is securely attached.
- (4) Contractor shall supply bright white stringer lights and cords and install stringer lights on the interior of each tent structure, ensuring the lights are aesthetically pleasing.
- (5) Contractor shall install padding and fabric leg coverings on each tent leg, ensuring padding and fabric are properly fastened and neat in appearance.

#### b. Blooms Vignette

- (1) Contractor shall provide bright white stringer lights and cords and hang stringer lights on the interior of the tent structure in a cascading manner.
- (2) Contractor shall securely hang District supplied butterflies (kites) of various sizes and colors, from the ceiling.
- (3) Contractor shall securely hang District supplied inflatable flowers on the interior of the tent.
- (4) Contractor shall decorate the outside tent walls with District supplied custom-designed elements, including murals and hanging artwork that complement the theme of the Blooms Flower Shop.

#### c. Grocery Store

- (1) Contractor shall assist with installation, arrangement and rigging of District supplied decorative elements inside the grocery store.
- (2) Contractor shall ensure the safety and durability of the installation by ensuring all elements are securely fastened.

#### d. Wine Educational Experience

- (1) Contractor shall assist with the installation of all elements to create an interactive experience for District patrons.
- (2) Contractor shall assist with setting up educational displays about the wine-making process and casks.
- (3) Contractor shall provide lighting and cords and hang ambient lighting over the wood structure.

#### IV. DELIVERY / PICK-UP SCHEDULE

A. Contractor shall complete installation and removal according to the schedule indicated in III.B., unless otherwise agreed upon by Contractor and District.

#### B. Schedule

Perimeter Fence Line	
May 14, 2025	Arrival, Move-In, Initiate Set-Up
May 15 - 18, 2025	Installation
June 7 - 10, 2025	Review Check and Re-Secure, As Needed
July 7 - 10, 2025	Removal

Gate Flags	
May 14, 2025	Arrival, Move-In, Initiate Set-Up
May 15 - 18, 2025	Installation
June 7 - 10, 2025	Review Check and Re-Secure, As Needed
July 7 - 10, 2025	Removal

Additional Gate and Special Location Flags	
June 7 - 10, 2025	Installation
July 7 - 10, 2025	Removal

Fairview Farm	
May 14, 2025	Arrival, Move-In, Initiate Set-Up
May 15 - 18, 2025	Installation
June 7 - 10, 2025	Review Check and Re-Secure, As Needed
July 7 - 10, 2025	Removal

Farm 2 U	
May 14, 2025	Arrival, Move-In, Initiate Set-Up
May 15 - 18, 2025	Installation
June 7 - 10, 2025	Additional Installation, Review Check and Re-Secure, As Needed
July 7 - 10, 2025	Removal

#### V. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) electric Genie lift and one (1) 35-foot scissor lift for Contractor to utilize during installation.
- B. District shall provide design input, as needed.
- C. District shall provide butterfly (kites), inflatable flowers and other custom décor and design elements as indicated

#### STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

### COID. NI/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES	SC	. <b>0 ID:</b> N/A	
STD 213A (Rev. 4/2020)	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGE	s <b>22-905</b>	1	460-100-50
1. This Agreement is entered into between the Contracting A	gency and the Contractor named	below:	
CONTRACTING AGENCY NAME			
22nd District Agricultural Association (District) / Del Ma	r Fairgrounds (Fairgrounds)		
CONTRACTOR NAME			
Edlen Electrical Exhibition Services of California, Inc.			
2. The term of this Agreement is:			
START DATE			
September 14, 2022			
THROUGH END DATE			
September 13, 2026			
3. The maximum amount of this Agreement after this Amend	ment is:		
Contractor to pay: Revenue Share (Utilitiy Services - 539	%, Labor and Equipment - 30%	) Each Year.	

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to exercise the first one-year option; thereby extending the contract term for an additional year. The revenue share for Utility Services will be set at 53%, and the revenue share for Labor and Equipment will be set at 30%. The contract's Through End Date is amended from September 13, 2025 to September 13, 2026.

Amendment Effective Date: September 13, 2025.

All other terms and conditions shall remain the same.

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

CONTR	ACTOR		
CONTRACTOR NAME (if other than an individual, state whether a corporation, partners Edlen Electrical Exhibition Services of California, Inc.	hip, etc.)		
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2102 Main Street	San Diego	CA	92113
PRINTED NAME OF PERSON SIGNING	TITLE		
James E. Wetterling, Jr.	President/CEO		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
STATE OF C	ALIFORNIA		
CONTRACTING AGENCY NAME			
22nd District Agricultural Association (District) / Del Mar Fairgrounds	(Fairgrounds)		
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		- <b>!</b>
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

EXEMPTION (If Applicable) FAC §4051 .a. 1

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

#### STATE OF CALIFORNIA SPONSORSHIP AGREEMENT (Rev 11/19)

AGREEMENT NUMBER

SPO-25-032

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

### 22<sup>nd</sup> District Agricultural Association

SPONSOR'S NAME

#### **Evo Turf USA**

STATE AGENCY'S NAME

June 11, 2025 – July 10, 2026 The term of this Agreement is: 2.

3. The amount of this Sponsorship Agreement is:

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

Please Note: 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. All terms and conditions as set forth in this handbook will apply unless provided for in writing by the States' Sponsorship office.

\$69,829.00 cash in kind

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

SPONSOR		
SPONSOR'S NAME		
Evo Turf USA		
BY (Authorized Signature)		
<b>∕</b> ∎		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Michael Mulder		
ADDRESS		
8990 Miramar Rd. Ste. 170, San Diego CA 92126		
STATE OF CALIFORNIA		
AGENCY NAME		
22 <sup>nd</sup> District Agricultural Association / Division of Fairs & E	expositions	
BY (Authorized Signature)	DATE SIGNED	
<b>₫</b> 1		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Carlene Moore, CEO/General Manager		GL 405-100-00
ADDRESS		
2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		

### SPO-25-032 Evo Turf USA Exhibit A - Sponsorship Terms 2025 & 2026 San Diego County Fairs

- 1. This will confirm the terms and conditions to which Evo Turf USA has agreed to becoming a Sponsor of the 2025 San Diego County Fair, produced by the 22nd District Agricultural Association of the State of California. The cost of this participation is \$69,829.00 in landscaping services (cash in kind)
- 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 21, 2025.
- 3. The Sponsor shall start the installation of the agreed upon scope of work when the agreement is signed, or no later than May 1, 2025. Failure to meet this deadline for payment may cause for immediate cancellation of this Agreement. The installation of the scope of work will suffice the cost of this agreement.
- 4. Sponsor shall not enter into any third-party promotions at the Fair without prior written authorization from the 22<sup>nd</sup> DAA.
- 5. Without the prior written consent of the 22<sup>nd</sup> DAA, 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, 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 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 22<sup>nd</sup> DAA'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 the 22<sup>nd</sup> DAA'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 22<sup>nd</sup> DAA 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 22<sup>nd</sup> DAA may enter into agreements with other Sponsors offering the same or similar services or products during the term of this Agreement.

- 13. The 22<sup>nd</sup> DAA reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar day's written notice to Sponsor.
- 14. If, during the performance of this agreement, a dispute arises between the Sponsor and the 22<sup>nd</sup> DAA, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to the 22<sup>nd</sup> DAA. A decision by the 22<sup>nd</sup> DAA, 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 herein without interruptions during the dispute period.
- 15. 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.
- 16. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
- 17. 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.

#### 18. **Responsibilities of Sponsor:**

- a. Operate and maintain the Evo Turf booths covered by this agreement at the 2025 & 2026 San Diego County Fairs for all hours as noted in the commercial handbook for all vendors.
- b. Sell artificial turf products.
- c. Provide examples of all literature, samples, and merchandise to be distributed and/or sold. These items must be pre-approved by the State's Sponsorship office.
- d. Provide landscaping services on the north side of Bing Crosby hall.
  - 1. Provide installation of 1" x 4" bender board borders approximately 460 linear feet.
  - 2. Provide general grading, demolition, root removal, hauling & dumping approximately 8100 sq. ft.
  - 3. Provide installation of high traffic pet turf, approximately 3" depth class II base approximately 4492 sq. ft.
  - 4. Provide installation of of stabilized decomposed granite (DG) approximately 3:" depth approximately 4492 sq. ft.
  - 5. Provide installation of large 6" 9" rock approximately 1470 sq. ft.
  - 6. Complete the installation of these landscaping services on or before May 15, 2025.
- e. The Licensee Handbook is hereby incorporated into this Agreement. Sponsor shall abide by the rules and regulations for all vendors, concessionaires and exhibitors as outlined in the Licensee Handbook for the 2025 & 2026 San Diego County Fairs unless otherwise provided for in writing by the State's Sponsorship office.

#### 19. Responsibilities of the 22nd DAA:

- f. Provide a 20' x 20' booth in the O'Brien Hall (space) for the sale of Evo Turf products for the 2025 & 2026 San Diego County Fairs. All products must be pre-approved by the State's sponsorship office prior to the start of the Fair in each year of this Agreement.
- g. Include the Evo Turf logo on the Fair's website for the duration of this Agreement.
- h. Play an Evo Turf commercial on the Jumbo Trons located at the Grandstand stage and the Paddock every day of the Fair.
- i. Include the Evo Turf logo on the matrix board located at the entrance to the main parking lot in each year of this Agreement.
- j. Include the Evo Turf logo on the entrance signage where all the fair's sponsors are listed in each year of this Agreement.

- k. Allow placement of Fair approved signage on the landscaping installation.
- 1. Provide one hundred (100) Fair admission tickets in each year of this Agreement.
- m. Provide fifteen (15) photo ID's for staff allowing unlimited admission to the Fair in each year of this Agreement.
- n. Provide twenty (20) single day track parking passes in each year of this Agreement.
- o. Provide sixty (60) single day horse parking passes in each year of this Agreement.
- p. Provide eight (8) season track parking passes in each year of this Agreement.

## **ITEM 9 – MATTERS OF INFORMATION**

## May 2025

## Expense Contracts Executed per Delegated Authority

Standard A	Standard Agreements up to \$50,000					
Contract #	Contractor	Purpose	Acquisition Method	Effort Type	Term	Not to Exceed
25-016	Terra Bella Nursery, Inc.	Plant rental	Informal Procurement Process	Fair	6/4/2025 - 7/8/2025	\$27,457.64
25-019	One Source Staffing Solutions, dba Sharestaff	Laborers to support Agriculture & Education	Fair and Reasonable	Fair	4/15/2025 – 7/31/2025	\$15,235.00
25-022	Dekra-Lite Industries, Inc. dba SD Street Banners	Community street banner installation	Sole Source	Fair	5/1/2025 - 10/31/2025	\$48,000.00
25-025	Fred Greaves Photography	Fairtime photographer	Marketing and Media Services & Products	Fair	6/1/2025 - 7/31/2025	\$30,000.00
25-PW-01	Eagle Paving Company, Inc.	Seal coating – Infield and Avenue	Informal Procurement Process	Fair	4/22/2025 - 5/7/2025	\$22,038.00

2025 San D	2025 San Diego County Fair Agreements						
Contract #	Contractor	Purpose	Term	Amount			
25-1208	Irma Esquer Roman	Fiesta Village coordinator	4/14/2025 - 7/8/2025	\$15,000.00			
25-1209	Southern California Horseman's Council	Equine performances	6/7/2025 – 7/3/2025	\$41,900.00			
25-1210	San Diego Humane Society and SPCA	Pet display and adoption kiosks	5/15/2025 - 7/7/2025	\$0.00			
25-1211	Bennet Mebane	Livestock emcee and auctioneer	6/21/2025 - 6/22/2025	\$1,750.00			
25-1212	Justin Mebane	Livestock emcee and auctioneer	6/21/2025 - 6/22/2025	\$1,750.00			
25-1213	Lindsey Mebane	Livestock auction photographer	6/21/2025 - 6/22/2025	\$4,800.00			

2025 San D	2025 San Diego County Fair Agreements (continued)						
Contract #	Contractor	Purpose	Term	Amount			
25-1214	Chef Ray Presents	Food carving demonstrations	6/10/2025 - 7/7/2025	\$17,000.00			
25-1215	Temecula Olive Oil	Olive oil display and presentations	6/8/2025 - 7/7/2025	\$1,500.00 contractor; \$1,000.00 revenue			
25-1216	Barbara Davies dba A Simpler Time	Alpaca exhibit	6/10/2025 - 7/7/2025	\$3,000.00			
25-1217	University of California Agriculture and Natural Resources – San Diego County	Master gardeners / master food preservers	6/11/2025 - 7/6/2025	\$0.00			
25-1218	San Diego County CowBelles	Beef display and sales	6/18/2025 - 7/22/2025	\$1,500.00 contractor; \$250.00 revenue			
25-1219	Saint Claire's Cookie Dough LLC	Cookie dough display and sales	6/11/2025 - 7/6/2025	\$1,000 revenue			
25-1220	Mountain Meadow Mushroom Farms, Inc.	Mushroom display and sales	6/11/2025 - 7/6/2025	\$1,000 revenue			

2025 San Diego County Fair – Grandstand Entertainment Agreements					
Contract #	Entertainer / Agency	Summary / Genre	Date	Amount	
25-1021	ZEDD, LLC f/s/o Zedd	EDM	6/14/2025	\$300,000.00	
25-1209	Cuts Touring, Inc f/s/o Chelsea Cutler	Рор	6/25/2025	\$50,000.00	
25-1210	92 Touring, LLC f/s/o Quinn XCII	Рор	6/25/2025	\$90,000.00	
25-1211	JM Touring, Inc f/s/o Jessie Murph	Рор	6/28/2025	\$200,000.00	

2025 San Diego County Fair – Grounds Entertainment Agreements			
Contract # Entertainer / Agency Amount			
25-1095	Jennifer Hodge dba Irresponsibly Drawn	\$7,000.00	
25-1096	Tom Griesgraber	\$4,500.00	
25-1097	Gilbert Flores f/s/o Timba Tumbao	\$2,500.00	

2025 San Diego County Fair – Grounds Entertainment Agreements (continued)			
Contract #	Entertainer / Agency	Amount	
25-1098	Elisabeth Domaratzky	\$700.00	
25-1099	Dan Armentrout	\$1,200.00	
25-1100	Ann Heller	\$1,500.00	
25-1101	Jackson Hines	\$220.00	
25-1102	Tim Cien	\$700.00	
25-1103	Daniel Mayer	\$500.00	
25-1104	Taunya Mast	\$400.00	
25-1105	Isaac Elguera	\$2,000.00	
25-1106	Robert Huff f/s/o The Suenamis	\$700.00	
25-1107	Jackson Shaffer f/s/o Exotic Fruit Tour	\$150.00	
25-1108	April Mosebrook f/s/o April and the Funk Junkies	\$500.00	
25-1109	Houston Bernard	\$1,300.00	
25-1110	Gabriela Tamez	\$4,000.00	
25-1111	Taylor Johns f/s/o Taylor Johns and the Contraband	\$800.00	
25-1112	Corey Angeli	\$150.00	
25-1113	April Mosebrook f/s/o Man! I Feel Like Shania Band	\$500.00	
25-1114	Andrew Fakhouri f/s/o Stone Horse	\$350.00	
25-1115	Farit Sanchez f/s/o Banda Raices Sinaloenses	\$1,500.00	
25-1116	Charlie Recksieck	\$125.00	
25-1117	Jonathan Coleman f/s/o Abrakadabra	\$500.00	
25-1118	Eduardo Ramirez f/s/o Loas Ingratoz	\$1,200.00	
25-1119	Carjanae Evans	\$500.00	
25-1120	Amil Wood f/s/o Prairiedog Lightning	\$300.00	
25-1121	Darryl Turner f/s/o Phunky Matters	\$1,000.00	
25-1122	Anthony Hernandez f/s/o The Lovepools	\$200.00	
25-1123	Roni Lee f/s/o Roni Lee Group	\$200.00	
25-1124	Mauricio Pinzon f/s/o Vilma Diaz y La Sonora	\$4,500.00	
25-1125	Dakota Howard f/s/o 1 Rebel Nation	\$300.00	

2025 San D	2025 San Diego County Fair – Grounds Entertainment Agreements (continued)			
Contract #	Entertainer / Agency	Amount		
25-1126	Angi Hart f/s/o Hot Lava Tribute to the B52s	\$600.00		
25-1127	Ben Parks	\$500.00		
25-1128	Cesar Freyre f/s/o Entre Nos	\$1,500.00		
25-1129	Acoustic Spot Talent	\$8,400.00		
25-1130	Mike Staples f/s/o F M Conspiracy	\$150.00		
25-1131	Carissa Fagan f/s/o Honey Bean Music	\$200.00		
25-1132	Michael Pinning	\$400.00		
25-1133	Alyssa de Boisblanc f/s/o ALYSSAD	\$200.00		
25-1134	Rodolfo Acosta Jr	\$1,000.00		
25-1135	Cydney Brzeski f/s/o Cobby Music	\$1,200.00		
25-1136	Robert Adams f/s/o Full Collins Band	\$400.00		
25-1137	Allison Eagan f/s/o So Cal Wienerfest	\$0.00		
25-1138	Josha Brown f/s/o JJ Brown Band	\$3,500.00		

2025 San Diego County Fair Judging Agreements					
Contract #	Judge	Purpose	Term	Amount	
25-32J	Alla Bartoschuk	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-33J	Diana Benavidez	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-35J	Tiffany Beres	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-36J	Heidi Brar	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-37J	Manuelita Brown	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-38J	Abigail Goodman	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-39J	Elizabeth McGhee	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-40J	Duke Windsor	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-41J	Chuck McPherson	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-42J	Jennifer King	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-43J	Ryan Bulis	Fine Art judge	5/2/25 - 5/17/25	\$300.00	
25-44J	Kimberly Alexander	Garden Show judge	6/5/25 - 6/5/25	\$0.00	

2025 San E	2025 San Diego County Fair Judging Agreements (continued)					
Contract #	Judge	Purpose	Term	Amount		
25-45J	Megan Allison	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-46J	Julie Barlow	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-47J	John Beaudry	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-48J	Tim Bombardier	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-49J	Mike Bostwick	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-50J	Patrick Caughey	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-51J	Fred Ceballos	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-52J	John Clements	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-53J	Andrea Doonan	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-54J	Claire Ehrlinger	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-55J	Anne Emilie-Gold	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-56J	Koby Hall	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-57J	Jackie Higgins	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-58J	Kathryn Kanaan	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-59J	Dave Kennedy	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-60J	Carolyn Kinnon	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-61J	Claudia Kuepper	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-62J	Michelle Landis	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-63J	Marian Marum	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-64J	Abby Moldenhauer	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-65J	John Noble	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-66J	Minerva Ramirez	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-67J	Jackie Seidman	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-68J	Mariah Smith	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-69J	Lucy Warren	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-70J	Susi Torre-Bueno	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-71J	Andrew Wilson	Garden Show judge	6/5/25 - 6/5/25	\$0.00		
25-72J	Elena Chirkova	Student Showcase judge	5/31/25 - 5/31/25	\$0.00		

2025 San Diego County Fair Judging Agreements (continued)				
Contract #	Judge	Purpose	Term	Amount
25-73J	Catherine Zinna	Student Showcase judge	5/31/25 - 5/31/25	\$0.00
25-74J	Lynn Buettner	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-75J	Jill Candeleria	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-76J	Gary Dyak	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-77J	Merle Lambeth	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-78J	Keri McNamara	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-79J	Kristin Morales	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-80J	Barbara Paulovich	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-81J	Phyllis Swanson	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-82J	Sheryl Tempchin	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-83J	Olga Tenyakova	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-84J	Alfred Ventura	Student Showcase judge	5/31/25 - 5/31/25	\$0.00
25-85J	Nicole Weiss-Calamar	Student Showcase judge	5/31/25 - 5/31/25	\$0.00
25-86J	Bill Bussard	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-87J	John Perez	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-88J	James Spittal	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-89J	Michael Chodorow	Student Showcase judge	5/31/25 - 5/31/25	\$0.00
25-90J	Dennis Chodorow	Student Showcase judge	5/31/25 - 5/31/25	\$0.00
25-91J	Michael Coy	Student Showcase judge	5/31/25 - 5/31/25	\$0.00
25-92J	Troy Gurling	Student Showcase judge	5/31/25 - 5/31/25	\$0.00
25-93J	Carol Zaleski	Student Showcase judge	6/27/25 - 6/27/25	\$0.00
25-94J	Randy Zubieta	Student Showcase judge	5/31/25 - 5/31/25	\$0.00
25-95J	Beau Kimbrel	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-96J	Pam Sepesi	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-97J	Susan Gembrowski	Student Showcase judge	6/8/25 - 6/8/25	\$0.00
25-98J	Cate Jaravata	Student Showcase judge	6/8/25 - 6/8/25	\$0.00
25-99J	Richard Brown	Student Showcase judge	6/8/25 - 6/8/25	\$0.00
25-100J	Gaby Beebee	Student Showcase judge	5/20/25 - 5/22/25	\$0.00

2025 San Diego County Fair Judging Agreements (continued)				
Contract #	Judge	Purpose	Term	Amount
25-101J	Robert Conrad	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-102J	Hugh Cox	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-103J	Ashi Fachler	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-104J	Richard Fletcher	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-105J	Cristina Krause	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-106J	Paul Shilling	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-107J	Jeanie Spraul	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-108J	Deborah Weiss-Calamar	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-109J	Andrew Morales	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-110J	Will Olmsted	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-111J	Bob Sly	Student Showcase judge	5/20/25 - 5/22/25	\$0.00
25-112J	Aaron Serafino	Photography judge	4/13/25 - 5/18/25	\$0.00
25-113J	Alexander Kunz	Photography judge	4/13/25 - 5/18/25	\$0.00
25-114J	Anthony Washington	Photography judge	4/13/25 - 5/18/25	\$0.00
25-115J	Barbara Fletcher	Photography judge	4/13/25 - 5/18/25	\$0.00
25-116J	Bob Hill	Photography judge	4/13/25 - 5/18/25	\$0.00
25-117J	Craig Carlson	Photography judge	4/13/25 - 5/18/25	\$0.00
25-118J	Cynthia Sinclair	Photography judge	4/13/25 - 5/18/25	\$0.00
25-119J	David Veit	Photography judge	4/13/25 - 5/18/25	\$0.00
25-120J	Don Bartletti	Photography judge	4/13/25 - 5/18/25	\$0.00
25-121J	Duane Murphy	Photography judge	4/13/25 - 5/18/25	\$0.00
25-122J	Greg Kalajian	Photography judge	4/13/25 - 5/18/25	\$0.00
25-123J	Greg Klamt	Photography judge	4/13/25 - 4/13/25	\$0.00
25-124J	Hal Wells	Photography judge	4/13/25 - 5/18/25	\$0.00
25-125J	Jacqueline Ramirez	Photography judge	4/13/25 - 5/18/25	\$0.00
25-126J	Jennifer Wolf	Photography judge	4/13/25 - 5/18/25	\$0.00
25-127J	Jim Doyle	Photography judge	4/13/25 - 5/18/25	\$0.00
25-128J	Jodie Hulden	Photography judge	4/13/25 - 4/13/25	\$0.00

2025 San Diego County Fair Judging Agreements (continued)				
Contract #	Judge	Purpose	Term	Amount
25-129J	John Watts	Photography judge	4/13/25 - 5/18/25	\$0.00
25-130J	Judith Preston	Photography judge	5/18/25 - 5/18/25	\$0.00
25-131J	Julian Jolliffe	Photography judge	4/13/25 - 5/18/25	\$0.00
25-132J	Kurt Lightfoot	Photography judge	4/13/25 - 4/13/25	\$0.00
25-133J	Lee Kohse	Photography judge	5/18/25 - 5/18/25	\$0.00
25-134J	Marshall Williams	Photography judge	5/18/25 - 5/18/25	\$0.00
25-135J	Melinda Holden	Photography judge	4/13/25 - 5/18/25	\$0.00
25-136J	Michael Spengler	Photography judge	4/13/25 - 5/18/25	\$0.00
25-137J	Michelle Pennings	Photography judge	4/13/25 - 4/13/25	\$0.00
25-138J	Mickey Strand	Photography judge	4/13/25 - 5/18/25	\$0.00
25-139J	Monica Royal	Photography judge	4/13/25 - 5/18/25	\$0.00
25-140J	Olliver Asis	Photography judge	4/13/25 - 5/18/25	\$0.00
25-141J	Osia Ora-Strasner	Photography judge	4/13/25 - 4/13/25	\$0.00
25-142J	Pasha Turley	Photography judge	4/13/25 - 5/18/25	\$0.00
25-143J	Ron Garrison	Photography judge	4/13/25 - 5/18/25	\$0.00
25-144J	Ron Ham	Photography judge	5/18/25 - 5/18/25	\$0.00
25-145J	Roy Ang	Photography judge	4/13/25 - 5/18/25	\$0.00
25-146J	Sam Chen	Photography judge	4/13/25 - 5/18/25	\$0.00
25-147J	Stephen Bay	Photography judge	4/13/25 - 5/18/25	\$0.00
25-148J	Stephen Burns	Photography judge	4/13/25 - 5/18/25	\$0.00
25-149J	Susan Hill	Photography judge	4/13/25 - 5/18/25	\$0.00
25-150J	Theresa Jackson	Photography judge	4/13/25 - 5/18/25	\$0.00
25-151J	Vern Elmore	Photography judge	4/13/25 - 5/18/25	\$0.00
25-152J	Will Gibson	Photography judge	4/13/25 - 5/18/25	\$0.00
25-153J	Matt Anderson	Livestock judge	6/11/25 - 6/15/25	\$2,450.00
25-154J	Tor Sorenson	Livestock judge	6/14/25 - 6/15/25	\$1,500.00
25-155J	William Jones	Livestock judge	6/12/25 - 6/12/25	\$1,250.00
25-156J	Elizabeth Eleanor	Livestock judge	6/13/25 - 6/13/25	\$1,250.00

2025 San D	2025 San Diego County Fair Judging Agreements (continued)				
Contract #	Judge	Purpose	Term	Amount	
25-157J	Ben Cooley	Livestock judge	6/19/25 - 6/21/25	\$2,000.00	
25-158J	Eric Zimmerman	Livestock judge	6/18/25 - 6/20/25	\$2,250.00	
25-159J	Brigham Stewart	Livestock judge	6/19/25 - 6/21/25	\$2,000.00	
25-160J	Allen Messick	Livestock judge	6/20/25 - 6/20/25	\$1,000.00	
25-161J	Lisa Shepard	Livestock judge	6/24/25 - 6/25/25	\$1,200.00	
25-162J	Thomas Cox	Livestock judge	6/25/25 - 6/29/25	\$2,750.00	
25-163J	Kirt Schnipke	Livestock judge	6/25/25 - 6/29/25	\$2,750.00	
25-164J	Brendan Kelley	Livestock judge	6/25/25 - 6/25/25	\$1,050.00	
25-165J	John Hawkins	Livestock judge	6/27/25 - 6/27/25	\$1,050.00	
25-166J	Marco Bradshaw	Livestock judge	6/27/25 - 6/28/25	\$1,000.00	
25-167J	Terry Wilson	Livestock judge	6/27/25 - 6/27/25	\$1,200.00	
25-168J	Robert Frost	Livestock judge	6/27/25 - 6/27/25	\$750.00	
25-169J	Rico Jimpherson	Livestock judge	6/27/25 - 6/27/25	\$750.00	
25-170J	Cash Brincefield	Livestock judge	7/2/25 - 7/5/25	\$1,750.00	
25-171J	Brendan Kelley	Livestock judge	7/3/25 - 7/3/25	\$1,000.00	
25-172J	Allen Messick	Livestock judge	7/2/25 - 7/3/25	\$1,000.00	
25-173J	Jeremy McDermott	Livestock judge	6/7/25 - 6/7/25	\$100.00	
25-174J	Tanner Kane	Livestock judge	6/7/25 - 6/7/25	\$100.00	
25-175J	Kailey Fuller	Livestock judge	6/7/25 - 6/7/25	\$100.00	
25-176J	Emily Fuller	Livestock judge	6/7/25 - 6/7/25	\$100.00	
25-177J	Rhonda Fuller	Livestock judge	6/7/25 - 6/7/25	\$100.00	
25-178J	Jeremy McDermott	Livestock judge	6/28/25 - 6/28/25	\$100.00	
25-179J	Tanner Kane	Livestock judge	6/28/25 - 6/28/25	\$100.00	
25-180J	Kailey Fuller	Livestock judge	6/28/25 - 6/28/25	\$100.00	
25-181J	Emily Fuller	Livestock judge	6/28/25 - 6/28/25	\$100.00	
25-182J	Rhonda Fuller	Livestock judge	6/28/25 - 6/28/25	\$100.00	
25-183J	Monica Lewis	Flower Show judge	6/11/25 - 7/5/25	\$30.00	
25-184J	Emily Troxell	Flower Show judge	6/18/25 - 6/25/25	\$60.00	

2025 San D	2025 San Diego County Fair Judging Agreements (continued)				
Contract #	Judge	Purpose	Term	Amount	
25-185J	Linda Hermecz	Flower Show judge	6/11/25 - 7/5/25	\$240.00	
25-186J	Marsha Bode	Flower Show judge	6/21/25 - 7/2/25	\$90.00	
25-187J	Steven Nakamura	Flower Show judge	6/11/25 - 7/5/25	\$240.00	
25-188J	Max Turner	Flower Show judge	6/11/25 - 7/5/25	\$240.00	
25-189J	Beth Van Boxtel	Flower Show judge	6/11/25 - 7/5/25	\$240.00	

## **Revenue Contracts Executed per Delegated Authority**

2025 San D	2025 San Diego County Fair Commercial Vendor Agreements				
Contract #	Vendor	Product Category	Rental Fee		
25-915	O'Ryan LLC	Hats	\$15,478.00		
25-916	A Blend Above LLC	Spices	\$4,430.00		
25-917	Action Orthotics	Orthotics	\$9,605.00		
25-918	Action Promotions	Jewelry	\$4,430.00		
25-919	Advanced Exteriors, Inc.	Home Improvement	\$3,965.00		
25-920	All About Dips	Prepackaged Foods	\$9,225.00		
25-921	All Around Products	Pet Treats	\$4,170.00		
25-922	Amazon Wonders	Animal Encounter	\$10,550.00		
25-923	Amazon Wonders	Animal Encounter	\$5,065.00		
25-924	Airbrush Shop	Airbrush	\$11,145.00		
25-925	American Home Remodeling	Home Improvement	\$8,715.00		
25-926	Avi Unique Jewelry	Jewelry	\$7,460.00		
25-927	Azero Monogram LLC	Jewelry	\$3,915.00		
25-928	Barbie Godoy Studio	Henna	\$8,590.00		
25-929	Tropical Attitudes Gear	Clothing	\$10,030.00		
25-930	Buddha's Gift	Clothing	\$8,710.00		
25-931	Careco LLC	Shoe Cleaner	\$4,850.00		
25-932	Cats & Crystals	Home Goods	\$4,335.00		

2025 San Diego County Fair Commercial Vendor Agreements (continued)				
Contract #	Vendor	Product Category	Rental Fee	
25-933	Cayamoon	Crystals	\$7,780.00	
25-934	Crown US Inc.	Home Improvement	\$8,300.00	
25-935	Hall's Culligan Water	Home Improvement	\$9,130.00	
25-936	D & M Rock & Gem	Gems & Minerals	\$7,880.00	
25-937	Deoja Creations, LLC	Clothing	\$8,715.00	
25-938	Di-Lar Industrial Supply Inc.	Home Improvement	\$8,395.00	
25-939	Dreamstyle Remodeling	Home Improvement	\$8,395.00	
25-940	Ego Electric Bikes San Diego	E Bikes	\$8,295.00	
25-941	Ella Bella Collection	Soaps	\$4,590.00	
25-942	Epstein Industrial Supply Inc.	Home Improvement	\$4,480.00	
25-943	Eyephoria Iris Photography	Photography	\$4,430.00	
25-944	ForgePro 3D Prints	3D Printing	\$8,920.00	
25-945	GE Roofing Inc., dba A-1 Rain Gutters	Home Improvement	\$5,320.00	
25-946	Geodes Jean P Bucher	Gems & Minerals	\$4,325.00	
25-947	Gnome Hollow Candle and Soap Co.	Soaps	\$3,915.00	
25-948	Hawaiian Moon	Clothing	\$3,915.00	
25-949	Health Quest Enterprises	Health	\$4,335.00	
25-950	High Seas Trading Co.	Clothing	\$8,710.00	
25-951	H.I.S.C., Inc	Home Improvement	\$4,900.00	
25-952	Hydro Magnetic Systems (Superior Water)	Home Improvement	\$8,715.00	
25-953	Innovated Designs	Clothing	\$9,010.00	
25-954	Jan Cates dba The Cates Company	Jewelry	\$9,225.00	
25-955	Jhana International Inc	Smitty's Glas Wax	\$4,850.00	
25-956	K&M Brothers LLC	Retro Video Games	\$8,715.00	
25-957	Advanced Marketing Int'l, dba Kitchen Craft	Pots & Pans	\$8,805.00	
25-958	LeafFilter North, LLC	Home Improvement	\$3,965.00	
25-959	LILI AND ME	Clothing	\$9,010.00	
25-960	Live Aloha Designs	Clothing	\$10,132.50	

2025 San D	2025 San Diego County Fair Commercial Vendor Agreements (continued)				
Contract #	Vendor	Product Category	Rental Fee		
25-961	Loria Enterprises	Creams	\$4,590.00		
25-962	Luxe Retail LLC	Manicure Kit	\$9,225.00		
25-963	Mark Enterprises Inc	Orthotics	\$3,915.00		
25-964	Marketing Management Inc.	Home Improvement	\$3,965.00		
25-965	MCS Jewelry	Jewelry	\$8,290.00		
25-966	My Green Home, Inc.	Home Improvement	\$5,430.00		
25-967	New England Leatherworks	Wallets	\$8,200.00		
25-968	Nifty 50's	Bags	\$7,470.00		
25-969	Norwex	Cleaning Supplies	\$4,480.00		
25-970	Ocean Sales Ltd.	Massager	\$9,225.00		
25-971	Pet Walker Plus	Leashes	\$4,850.00		
25-973	Pibe Sports	Clothing	\$12,485.00		
25-974	PNW International Inc	Cocktail Bomb	\$9,225.00		
25-975	Poppers Toy Store	Funko Pops	\$4,335.00		
25-976	Precious Petals Clothing	Clothing	\$3,150.00		
25-977	Premium Cashmere	Clothing	\$7,780.00		
25-978	Psychic Shoppe	Psychic	\$4,635.00		
25-979	Redfern Ent. Inc.	Area Cooler	\$9,410.00		
25-980	Refreshed Enterprise	Shoe Cleaner	\$8,710.00		
25-981	Renewal by Anderson	Home Improvement	\$10,390.00		
25-982	Rufio's Socks Inc	Socks	\$9,010.00		
25-983	The Amber Gift Shop	Russian Gifts	\$9,225.00		
25-984	San Diego Crystals & Jewelry LLC	Jewelry	\$7,780.00		
25-985	Scotlin Scents LLC	Air Fresheners	\$4,890.00		
25-986	Shane Lee	Clothing	\$12,580.00		
25-987	Sheena Chou DBA Patchy Patchenstein	Patches	\$3,970.00		
25-988	System Pavers	Home Improvement	\$8,395.00		
25-989	TGS Trading Company	Shea Butter	\$4,170.00		

2025 San D	2025 San Diego County Fair Commercial Vendor Agreements (continued)				
Contract #	Vendor	Product Category	Rental Fee		
25-990	Cali Charmz	Croc Charms	\$8,200.00		
25-991	Traeger Pellet Grills LLC	Grills	\$17,580.00		
25-992	Trimlight San Diego Inc.	Home Improvement	\$9,235.00		
25-993	U.S. Jaclean, Inc.	Massage Chairs	\$11,795.00		
25-994	UNCOMMON USA	Flag Poles	\$9,750.00		
25-995	Nick Motosko dba Versa Products	Flat Stacks	\$7,070.00		
25-996	Vitamix	Vitamix	\$12,410.00		
25-997	Redify Enterprises Inc	Shelf Genie	\$3,965.00		
25-998	West Coast Rocks	Gems & Minerals	\$7,580.00		
25-1002	Belt Bonanza	Belts	\$5,185.00		
25-1003	Bhu Namdol	Clothing	\$7,425.00		
25-1004	By Banger LLC	Outdoor Kitchen	\$8,395.00		
25-1005	Bhu Namdol	Clothing	\$7,000.00		
25-1006	California Solutions	CBD Cream	\$5,350.00		
25-1007	Calipso Enterprises	Hats	\$10,320.00		
25-1008	Castillos Inc.	Phone Accessories	\$8,065.00		
25-1009	Corky's Signs	Carved Signs	\$10,850.00		
25-1010	AC Bees Honey	Honey	\$4,930.00		
25-1011	Bath Makeover by Shugarman's, Inc	Home Improvement	\$8,580.00		
25-1012	Black & White Art Studio	Art	\$4,170.00		
25-1013	Cal Spec Enterprises Inc. DBA Calbath Renovations	Home Improvement	\$8,815.00		
25-1014	CanU Marketing DBA Fab Brows	Makeup	\$9,130.00		
25-1015	Castillo's Wireless Sunglasses	Sunglasses	\$10,095.00		
25-1016	Castillo's Wireless Sunglasses	Phone Accessories	\$4,170.00		
25-1017	Country Wide Liquidator	Perfumes	\$7,425.00		
25-1018	Creative Henna	Henna	\$12,165.00		
25-1019	Creative LegacyX	Clothing	\$8,485.00		
25-1020	D'Moncayo Investments, LLC	Clothing	\$8,795.00		

2025 San Diego County Fair Commercial Vendor Agreements (continued)				
Contract #	Vendor	Product Category	Rental Fee	
25-1021	DamonArts Event Caricatures	Caricatures	\$8,570.00	
25-1022	DamonArts Event Caricatures	Caricatures	\$4,170.00	
25-1023	DaVinci Teeth Whitening of Lone Tree	Teeth Whitening	\$9,310.00	
25-1024	Embroidery Unlimited	Hats	\$10,320.00	
25-1025	Fallbrook Gem and Mineral Society	Gems & Minerals	\$9,000.00	
25-1026	Forest Art	Art	\$9,435.00	
25-1027	Garhua	Mexican Items	\$11,745.00	
25-1028	Garlic Festival Foods	Garlic Graters	\$4,215.00	
25-1029	Gecko Hawaii LLC	Clothing	\$9,905.00	
25-1030	Geoshi Designs	Jewelry Cleaner	\$7,245.00	
25-1031	Ghost Scream Hot Sauce	Hot Sauce	\$6,300.00	
25-1032	Ghost Scream Hot Sauce	Spices	\$4,430.00	
25-1033	Grizzly Joe's Seasoning	Seasonings	\$4,335.00	
25-1034	Hawaiian Jewelry Inc.	Jewelry	\$9,305.00	
25-1035	House of Pistacios	Nuts	\$9,680.00	
25-1036	Huaraches Artesanales Sahuayo	Clothing	\$8,975.00	
25-1037	INDOCRAFT	Clothing	\$4,745.00	
25-1038	Infinity Lights	Crystals	\$8,080.00	
25-1039	Inka's Art	Mexican Clothing	\$3,450.00	
25-1040	Instant Shine Cleaners	Jewelry Cleaner	\$7,780.00	
25-1041	International Leather	Items from Peru	\$10,665.00	
25-1042	J.H. Store	Handcrafted Wooden Boxes	\$5,365.00	
25-1043	Jana McKnight DBA My Fair Photo	Photography	\$4,165.00	
25-1044	Kelly Styles	Jewelry	\$7,042.50	
25-1045	L.A. International Marketing, Inc.	Massage Pillow	\$7,462.50	
25-1046	Lakeside Product Inc.	Various Products	\$9,730.00	
25-1047	Leabrig	Umbrellas	\$6,270.00	
25-1048	Lea's Chinese Gifts	Chinese Gifts	\$7,042.50	

2025 San Diego County Fair Commercial Vendor Agreements (continued)				
Contract #	Vendor	Product Category	Rental Fee	
25-1049	Mahlon Moore (Elephants Etc.)	International Gifts	\$4,345.00	
25-1050	Mi Amor Vintage & Decor	Hats	\$8,975.00	
25-1051	Modern Sunshine	Clothing	\$5,365.00	
25-1052	My Green Home, Inc.	Home Improvement	\$7,880.00	
25-1053	Navera LLC	Misc	\$5,865.00	
25-1054	Omar Industries	Puppets	\$4,345.00	
25-1055	Professional Wine Opener	Wine Opener	\$9,260.00	
25-1056	Paul's Products	Kinetic Sands	\$4,685.00	
25-1057	Primera Enterprises	Sand Art	\$8,005.00	
25-1058	California Gemstones	Gems & Minerals	\$3,975.00	
25-1059	Dandy Souvenirs	Novelty	\$17,553.00	
25-1060	Euroshine USA, Inc.	Scooter	\$11,600.00	
25-1061	Euroshine USA, Inc.	Euro Fresh	\$8,755.00	
25-1062	Eye Kandy Cosmetics	Glitter Makeup	\$4,335.00	
25-1063	Redfern Ent. Inc.	Foot Bucket Massage	\$8,295.00	
25-1064	Redfern Ent. Inc.	Back Massager	\$8,295.00	
25-1065	Redfern Ent. Inc.	Iron	\$7,780.00	
25-1066	Jennifer Hodge dba Irresponsibly Drawn, LLC	Books	\$4,335.00	
25-1067	Amorcitos	Misc	\$3,550.00	
25-1068	Artisana Gift	Misc	\$8,750.00	
25-1069	Children's Choice Dental Care	Dental	\$3,915.00	
25-1070	Pria Accessories, LLC	Jewelry	\$7,780.00	
25-1071	Borgil Enterprises	Aqua Blade	\$5,700.00	
25-1072	Mojo Sports LLC	Soccer Game	\$10,678.00	
25-1073	Francesco Palmieri	Creams and Lotions	\$10,455.00	
25-1074	Discount Pictures Mart dba SoCal Arts	Art	\$15,330.00	
25-1075	Kailani's Crafts	Hello Kitty Items	\$6,612.50	
25-1076	Karen Doyle	Face Painting	\$2,110.00	

2025 San D	2025 San Diego County Fair Commercial Vendor Agreements (continued)				
Contract #	Vendor	Product Category	Rental Fee		
25-1077	Natures Galore LLC	Creams and Lotions	\$3,915.00		
25-1078	Nicholas Ivins Art & Illustration	Art	\$3,470.00		
25-1079	Pristine Promotions LLC dba Gadgets & Neat Stuff	Gadgets	\$10,240.00		
25-1080	Progressive Security Screens	Home Improvement	\$6,857.50		
25-1081	Randy's Pet Supply	Pet Supplies	\$9,260.00		
25-1082	Rayne Water	Home Improvement	\$9,235.00		
25-1083	Reborn Cabinets	Home Improvement	\$4,245.00		
25-1085	Remember When Photos	Old Time Photos	\$6,560.00		
25-1086	Renewal by Anderson	Home Improvement	\$3,965.00		
25-1087	Shasta Fashions	Clothing	\$8,715.00		
25-1088	So Relax California, Inc.	Massage	\$9,905.00		
25-1089	Sundae	Real Estate	\$5,055.00		
25-1090	Sunshine Kitchen Products	Steam Mop	\$11,210.00		
25-1091	T-Town B&C Ventures, LLC DBA Happy Place	Croc Charms	\$10,005.00		
25-1092	The Caricature Entertainment	Caricatures	\$4,165.00		
25-1095	The Caricature Entertainment	Caricatures	\$4,170.00		
25-1096	TLG Adhesives LLC	Glue	\$4,590.00		
25-1097	ToeAsis	Toe Rings	\$9,015.00		
25-1098	Tupperware	Tupperware	\$4,850.00		
25-1099	Chapman Fashion Int.	Jewelry	\$16,640.00		
25-1100	Chapman Fashion Int.	Jewelry	\$12,160.00		
25-1101	Weststar Chimney Sweeps	Home Improvement	\$4,335.00		
25-1102	We Have Your Flag	Flags	\$4,985.00		
25-1103	West Coast Innovations Int'l	Stool	\$7,702.50		
25-1104	Vimbai Madya	Clothing	\$8,245.00		
25-1106	Glittery LLC	Face Painting	\$3,860.00		
25-1107	Ikon Associates	Gems & Minerals	\$8,300.00		
25-1110	O'Ryan LLC	Sunglasses	\$4,170.00		

2025 San Diego County Fair Commercial Vendor Agreements (continued)					
Contract #	Vendor	Product Category	Rental Fee		
25-1118	Brogdon Concessions Inc.	Ice Service & Footsie Wootsie	\$16,200.00		
25-1126	Sameday Heating & Air Conditioning	Home Improvement	\$4,755.00		
25-1127	Nick Motosko dba Versa Products	Scooter	\$8,290.00		
25-1128	Bosky Hat Co LLC	Hats	\$470.00		
25-1131	Fun Water Outdoor Inc.	Stand Up Paddle Board	\$3,050.00		
25-1132	Mule Inc	Wallets	\$3,050.00		
25-1134	Matthew Mohammadi dba Own Your Own Arcade Game	Arcade Games	\$3,860.00		
25-1136	Ocean Sales Ltd.	Cookware & Back Massager	\$12,160.00		

2025 San Diego County Fair Concessions Agreements				
Contract #	Vendor	Main Menu Item	Commission Rate	
25-1105	Alamo Amusements	Funnel Cakes	25%	
25-1108	Alamo Amusements	Cotton Candy	25%	
25-1109	ARH Treats, LLC	Ice Cream	25%	
25-1111	Australian Battered Potatoes LLC	Australian Battered Potatoes	25%	
25-1112	B & J Concessions LLC	International Breads	25%	
25-1113	BackyardBBQ Village	Coffee	25%	
25-1114	BackyardBBQ Village	Agua Fresca	25%	
25-1115	Brander Enterprises Inc.	Donuts	25%	
25-1116	Brander Enterprises Inc.	Mini Donuts	25%	
25-1117	Brogdon Concessions Inc.	Pizza	25%	
25-1119	C&C Concessions Inc.	BBBQ	25%	
25-1120	C&C Concessions Inc.	BBQ	25%	
25-1121	C&C Concessions Inc.	BBQ	25%	
25-1122	Chan's concessions	Chinese Food	25%	
25-1123	Chicken Charlies Enterprises	Chicken	25%	
25-1124	Chicken Charlies Enterprises	Chicken	25%	

2025 San Diego County Fair Concessions Agreements (continued)					
Contract #	Vendor	Main Menu Item	Commission Rate		
25-1125	Chicken Charlies Enterprises	Funnel Cakes	25%		
25-1129	Chuckwagon	BBQ	25%		
25-1130	Chuckwagon	BBQ	25%		
25-1133	CK&A Concessions	Corn Dogs	25%		
25-1135	Sonflower Productions	Marketplace	5%		
25-1137	D&D Country Fair Cinnamon rolls	Cinnamon Rolls	25%		
25-1138	Dee's Concessions	Chicken	25%		
25-1139	Duggans Concessions	Orange Julius	25%		
25-1140	Event Food Services (ICEE)	ICEE	25%		
25-1141	Fair Pretzels LLC	Pretzels	25%		
25-1142	Family A Fair INC	Hot Dogs	25%		
25-1143	Family A Fair INC	Tacos	25%		
25-1144	Fernie's Concessions Inc.	Pizza	25%		
25-1145	Fruit Caboose Inc.	Ice Cream	25%		
25-1146	Fruit Caboose Inc.	Ice Cream	25%		
25-1147	Fruit Caboose Inc.	Ice Cream	25%		
25-1148	Fun Biz Concessions Inc.	BBQ	25%		
25-1149	Fun Biz Concessions Inc.	BBQ	25%		
25-1150	Fun Biz Concessions Inc.	Pizza	25%		
25-1151	Fun Time Foods (Mom's Bake Shop)	Cookies	25%		
25-1152	Fun Time Foods (Mom's Bake Shop)	Cookies	25%		
25-1153	Grand Beverage Corp	Tamales	25%		
25-1154	Hallak Sisters Inc.	Candy	25%		
25-1155	HDS Fair Co. (Hot Dog on a Stick)	Corn Dogs	25%		
25-1156	HDS Fair Co. (Hot Dog on a Stick)	Corn Dogs	25%		
25-1157	Helm & Sons Amusements	Candy	25%		
25-1158	Helm & Sons Amusements	Slushee	25%		
25-1159	J&A Foods LLC	Cookies	25%		

2025 San Diego County Fair Concessions Agreements (continued)				
Contract #	Vendor	Main Menu Item	Commission Rate	
25-1160	J. Crutch LLC	Bloomin Onions	25%	
25-1161	J. Crutch LLC	Corndogs	25%	
25-1162	JP's Old West Cinnamon Rolls	Cinnamon Rolls	25%	
25-1163	Juicy's	BBQ	25%	
25-1164	Juicy's	BBQ	25%	
25-1165	Juicy's	BBQ	25%	
25-1166	Leap of Faith Adventures, Inc. (JK Dots)	Ice Cream	25%	
25-1167	Leap of Faith Adventures, Inc. (JK Dots)	Ice Cream	25%	
25-1168	Leavitt Family Trust dba Odyssey Foods, Inc.	Lemonade	25%	
25-1169	Leavitt Family Trust dba Odyssey Foods, Inc.	Lemonade	25%	
25-1170	Little T Concessions	Chicken	25%	
25-1171	Little T Concessions	Fruit	25%	
25-1172	Little T Concessions	Fish	25%	
25-1173	Lopez Concessions, LLC	Corn Dogs	25%	
25-1174	Lopez Concessions, LLC	Funnel Cakes	25%	
25-1175	Mad Mtn Concessions dba W&R Country Fair Cinn Rolls	Cinnamon Rolls	25%	
25-1176	Maverick Concepts	Mexican Funnel Cakes	25%	
25-1177	Maverick Concepts	Fish & Chips	25%	
25-1178	Maverick Concepts	Pupusas	25%	
25-1179	Melissa Cagle Concessions	Fudge	25%	
25-1180	Melissa Cagle Concessions	Fudge	25%	
25-1182	M. Hill Enterprises, Inc.	Mocktails	25%	
25-1217	M. Hill Enterprises, Inc.	Ice Cream	25%	
25-1183	Nathalie Harrington DBA Western Delight	Craft Sodas	25%	
25-1184	Ryan Needham Concessions	Greek Food	25%	
25-1185	Ryan Needham Concessions	Ice Cream	25%	
25-1186	Odyssey Foods, Inc.	Candy	25%	

2025 San Diego County Fair Concessions Agreements (continued)				
Contract #	Vendor	Main Menu Item	Commission Rate	
25-1187	Odyssey Foods, Inc.	Lemonade	25%	
25-1188	Odyssey Foods, Inc.	Lemonade	25%	
25-1189	Odyssey Foods, Inc.	Lemonade	25%	
25-1190	Pacific Coast Concessions	Corn Dogs	25%	
25-1191	Pacific Coast Concessions	Fruit	25%	
25-1192	Paradise Management LLC	Employee Meals	12&	
25-1193	Paul's Products	Candy Apples	25%	
25-1194	PHD & ME	Pretzels	25%	
25-1195	PHD & ME	Shave Ice	25%	
25-1196	R & K Concessions, LLC	Hamburgers	25%	
25-1197	Rafikiz Foodz	African Food	25%	
25-1198	Raspados Del Sur LLC	Churros	25%	
25-1199	RCS Ray Cammack Shows	BBQ	25%	
25-1200	Rico's Manjares Mosita	Mexican Food	25%	
25-1201	Robert Jackson Enterprises	Funnel Cakes	25%	
25-1202	Robert Jackson Enterprises	Corn	25%	
25-1203	Rock's Concessions	Boba	25%	
25-1204	Rock's Concessions	Boba	25%	
25-1205	Rock's Concessions	Boba	25%	
25-1206	SHN INC (Roxy's)	Mediterranean	25%	
25-1207	Soto's Concessions DBA Alicias Mexican Kitchen	Mexican Food	25%	
25-1208	Soto's Concessions DBA Maddie's Crepes	Crepes	25%	
25-1209	Stizzy Works LLC	Mexican Food	25%	
25-1210	Stizzy Works LLC	Oysters	25%	
25-1211	Stizzy Works LLC	Mac & Cheese	25%	
25-1212	TC Dugan Enterprises, Inc.	Ice Cream	25%	
25-1213	The Copper Kettle	Kettle Corn	25%	
25-1214	The Copper Kettle	Kettle Corn	25%	

2025 San Diego County Fair Concessions Agreements (continued)				
Contract #	Vendor	Main Menu Item	Commission Rate	
25-1215	The Snax Shack	Candy Apples	25%	
25-1216	Timbo's Beef Jerky, Sticks, & Dill Pickles	Beef Jerky	25%	
25-1217	Trinity Concessions	Ice Cream	25%	
25-1218	Unique Concessions	Freeze Dried Candy	25%	
25-1219	Unique Concessions	Freeze Dried Candy	25%	
25-1220	Unique Concessions	Freeze Dried Candy	25%	
25-1221	Universal Kimdom dba Hawaiian Honey Cones	Ice Cream	25%	
25-1222	Vartanian Concessions Mgmt	Root Beer Float	25%	
25-1223	Vartanian Concessions Mgmt	Dole Whip	25%	
25-1224	Vartanian Concessions Mgmt	Dole Whip	25%	
25-1225	Vartanian Concessions Mgmt	Tasti Chips	25%	
25-1226	Victor Marcus Inc. DBA Vics Concessions	Hot Dogs	25%	
25-1227	WB Mobile Concessions	Whalburgers	25%	
25-1228	West Coast Weenies Inc.	Corndogs	25%	
25-1229	West Coast Weenies Inc.	Pizza	25%	
25-1232	Uptown Photos	Photo Booths	25%	
25-1234	On Trend Apparel	Merchandise Booths	18% of gross sales up to \$100,000.00; then 20% of gross sales up to \$150,000.00; then 25% of gross above \$150,000.00	
25-1233	PSQ Productions	Passport to Savings	20%	

Event Agreements					
Contract #	Entertainer / Agency	Event Name	Term	Rental Fee	
25-914	Central Valley Reptile Expo	San Diego Reptile Show	9/18/25 - 9/21/25	\$9,470.00	
26-909	La Mesa RV Center	La Mesa RV Super Sale	3/9/26 - 3/16/26	\$26,160.00	
26-1000	Westward Expos	Home Show	1/28/26 - 2/2/26	\$10,680.00	

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES		
STANDARD AGREEMENT	AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
STD 213 (Rev. 04/2020)	25-016	GL Account #: 600100-60
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

Terra Bella Nursery, Incorporated

2. The term of this Agreement is:

START DATE

June 4, 2025

THROUGH END DATE

July 8, 2025

3. The maximum amount of this Agreement is:

\$27,457.64

#### Twenty Seven Thousand Four Hundred Fifty Seven Dollars and Sixty Four 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	2
Exhibit B, Attachment 1	Cost Details	1
Exhibit C	General Terms and Conditions (February 2025)	5
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 <u>https://www.dgs.ca.gov/OLS/Resources</u>

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.) Terra Bella Nursery, Incorporated

CONTRACTOR BUSINESS ADDRESS 302 Hollister Street	CITY San Diego	STATE CA	<sup>ZIP</sup> 92154
PRINTED NAME OF PERSON SIGNING Kris Madsen	TITLE Manager		•
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

#### EXHIBIT A SCOPE OF WORK

#### 1. SERVICES OVERVIEW

- A. Terra Bella Nursery, Incorporated, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:
- B. Contractor shall provide shrub and plant rental services for the 2025 San Diego County Fair (SDCF).
- C. Services shall be performed at the District located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
- D. The project representatives during the term of this agreement will be:

22 <sup>nd</sup> District Agricultural Association	Terra Bella Nursery, Incorporated
Name: Mary Martineau, Agriculture	Name: Kris Madsen, Manager
Program Representative	
Address: 2260 Jimmy Durante Boulevard	Address: 302 Hollister Street
Del Mar, CA 92014	San Diego, CA 92154
Phone: (858) 792-4247	Phone: (619) 867-4289
e-mail: mmartineau@sdfair.com	e-mail: kris@terrabellanursery.com

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

Each June and July the site transforms into the SDCF, attended by nearly one million visitors. District uses living green plants as temporary screening, space dividers, boundary markers and decoration.

#### B. <u>Requirements</u>

1. District requires the rental of up to 300 shrubs and trees for 35 days, from June 4 to July 8, 2025, as indicated in the table below. All items and quantities are an estimation only and do not imply any guaranteed minimum or maximum usage by the District.

# Terra Bella Nursery, Incorporated Agreement Number: 25-016 Page 2 of 3

# EXHIBIT A SCOPE OF WORK

Line Item	Quantity	Size	Description
1	15	24"	Buxus Microphylla Japonica (Japanese Boxwood)
2	15	24"	Elaeocarpus Decipiens (Japanese Blueberry)
3	25	24"	Ficus Nitida
4	30	5 Gallon	Hydrangea
5	10	10 Gallon	Juniper (Any)
6	10	15 Gallon	Juniper (Any)
7	15	24"	Ligustrum Japonicum "Texanum" (Waxleaf Privet)
8	30	5 Gallon	Mirror Plant
9	10	15 Gallon	Phormium "Rubra Nana"
10	15	24"	Podocarpus / Not Blue
11	20	15 Gallon	Toyon
12	15	5 Gallon	White Bird of Paradise (Strelitzia Nicolai)
13	15	24" Box	White Bird of Paradise (Strelitzia Nicolai)
14	20	5 Gallon	Indian Laurel Fig
15	20	15 Gallon	Queen Palm
16	10	24" Box	Queen Palm
17	15	15 Gallon	Sago Palm
18	10	24" Box	Sago Palm

# EXHIBIT A SCOPE OF WORK

- 2. Contractor will be required to deliver plants to the Garden Show area on Wednesday, June 4, 2025, by 11:00 a.m. and pick-up on Tuesday, July 8, 2025, by 3:00 p.m.
- 3. Each variety of plant supplied by the Contractor must be accompanied by instructions specifying care needs, including but not limited to sun exposure and watering requirements, indicating the amount and frequency.
- 4. District personnel will be responsible for the care and watering of all plants and shrubs during the rental period.
  - a. District agrees to purchase any plant that is not in "good condition" when Contractor picks up on July 8, 2025, if Contractor identifies such plant(s) prior to leaving the District. Good condition is defined as not obviously neglected, damaged or dead in appearance. Any plant(s) not in good condition must be brought to the attention of authorized District personnel and documented by photograph in order for District to be responsible for payment. District will not be responsible for payment for any plants that are removed from District property without proper authorization and documentation.
- 5. Contractor shall not advertise on plants or shrubs; however, Contractor name will be included on signage in the Garden Show acknowledging all who have supported the Garden Show effort.
- 6. Contractor shall be the sole provider of plants and shrubs. No subcontracting shall be permitted.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-019	GL ACCOUNT NUMBER (If Applicable) GL#: 600100-60
1. This Agreement is entered into between the Contracting A	gency and the Contractor named belo	w:
CONTRACTING AGENCY NAME 22nd District Agricultural Association (District) / [	Del Mar Fairgrounds (Fairgroun	ds)
CONTRACTOR NAME One Source Staffing Solutions, Inc dba Sharesta	ff	
2. The term of this Agreement is:		
START DATE April 15, 2025		
THROUGH END DATE July 31, 2025		
3. The maximum amount of this Agreement is: \$15,235.00		
Fifteen Thousand Two Hundred Thirty-Five Dolla	rs 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	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions	5
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

#### 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.) One Source Staffing Solutions, Inc dba Sharestaff

CONTRACTOR BUSINESS ADDRESS 445 Weber Ave #140	CITY Stockton	STATE CA	<sup>ZIP</sup> 95203
PRINTED NAME OF PERSON SIGNING Claudia Reynoso	TITLE Chief Operating Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

#### EXHIBIT A SCOPE OF WORK

#### 1. SERVICES OVERVIEW

A. One Source Staffing Solutions, Inc dba ShareStaff, hereinafter referred to as Contractor agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

Contractor shall provide unskilled labor to assist with small projects as required by District between April 15 and July 31, 2025, on an as-needed basis.

- B. Services shall be performed at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.
- C. Services shall be available between the hours of 7:00 AM to 3:30 PM, Monday through Sunday.
- D. Contractor shall be required to respond to District's staffing requirements. Staffing shall consist of no more than 8-hour shifts per workday for each worker. Services provided on Saturdays, Sundays, and holidays shall not be considered overtime, provided each shift does not exceed 8 hours. Overtime shall not be incurred due to insufficient staffing by Contractor. Any overtime incurred due to the Contractor's inability to schedule accordingly or supply the requested number of workers will be at the Contractor's expense.
- E. The project representatives during the term of this agreement will be:

22 <sup>nd</sup> District Agricultural Association	Contractor: One Source Staffing Solutions, Inc dba Sharestaff
Name: Mike Hogan	Name: Chauncy Fifer, Business
	Development Manager
Address: 2260 Jimmy Durante Boulevard	Address: 445 Weber Ave #140
Del Mar, CA 92014	Stockton, CA 95203
Phone: (858) 755-1161 Ext 2423	Phone: (209) 900-3538
e-mail: mhogan@sdfair.com	e-mail: Chauncy@ShareSTAFF.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 BY CONTRACTOR:

# A. <u>General Description</u>

1. Contractor shall make available and provide labor for small projects at the District on an as-needed basis, with no guarantee of work, until July 31, 2025. These projects may require lifting over forty (40) pounds and may include, but not be limited to the following:

#### EXHIBIT A SCOPE OF WORK

- a. Heavy Display Cabinets Unload from storage container and set-up in location designated by District. Display cases may require light assembly/disassembly. Remove and place in storage container upon completion of the SDCF.
  - i. Display cases may be set on risers, sawhorses, coffin boxes or similar supports and will not necessarily be flush with the floor.
- b. Assist District staff with unloading and loading storage containers upon completion of the SDCF.
- c. Assist District staff with the set-up of exhibits as well as dismantling exhibits upon completion of the SDCF.
- 2. Contractor shall have at minimum one (1) representative onsite as the point person who can understand and speak basic English to be the liaison between staff and Contractor's laborers.
- 3. Contractor shall provide necessary personal protective equipment (PPE) and work gloves appropriate for the task, to all laborers.
- 4. Contractor and Contractor's employees shall be responsible for own transportation to and from the District.

# B. Estimated Labor Needs

The following information is provided solely for estimation purposes only and does not constitute a guarantee of labor requirements for the specified days or any other days. District makes no representation or warranty regarding the actual labor needs, and no obligation is created by this estimate.

- 1. Unloading storage containers, estimating six (6) laborers per day a. Home Arts and Student Showcase Exhibits – April 28 and April 29
  - b. Flower Show and Farm 2 U Exhibits April 30
  - c. Design in Wood and Gems and Minerals Exhibits May 7 through May 9
  - d. Additional days, as needed
- 2. SDCF teardown and loading of storage containers, estimating six (6) laborers per day
  - a. Various tasks July 11, July 14 and July 15
  - b. Additional days, as needed.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-022	GL ACCOUNT NUMBER (If Applicable) GL Account # 600100-30
1. This Agreement is entered into between the Contracting Ag	ency and the Contractor named belo	W:
CONTRACTING AGENCY NAME		
22nd District Agricultural Association (District) / De	l Mar Fairgrounds (Fairground	ds)
CONTRACTOR NAME Dekra-Lite Industries, Inc. dba SD Street Banners		
2. The term of this Agreement is:		
start date May 1, 2025		
THROUGH END DATE October 31, 2025		
3. The maximum amount of this Agreement is: \$48,000.00		
Forty Eight 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 C*	General Terms and Conditions (February 2025)	5
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 <u>https://www.dgs.ca.gov/OLS/Resources</u>

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.) Dekra-Lite Industries, Inc. dba SD Street Banners

CONTRACTOR BUSINESS ADDRESS 3102 W. Alton Avenue	CITY Santa Ana	STATE CA	<sup>ZIP</sup> 92704
PRINTED NAME OF PERSON SIGNING Russell Warner	TITLE General Manager		·
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

# Exhibit A SCOPE OF WORK

#### 1. SERVICES OVERVIEW

- a. SD Street Banners, herein after referred to as Contractor, agrees to provide banner installation and removal services in various cities / communities throughout the San Diego area for 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, herein after referred to as District as described herein:
- b. 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.
- c. 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, where Contractor is the sole authorized installer and has existing contracts with the cities / communities for banner installation services.
- d. 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 788) with District's Marketing Representative.
- 2. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	SD Street Banners
Name: Jennifer Hellman	Name: Russell Warner
Address: 2260 Jimmy Durante Boulevard	Address: 9126 Togan Ave.
Del Mar, CA 92014	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.

#### 3. WORK TO BE PERFORMED

- a. Contractor agrees to install all banners before May 31, 2025 and remove all banners before July 28, 2025.
- 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.
- c. Upon removal of banners, Contractor shall give the used Fair banners to each designated community representative.
- d. Contractor shall provide the installation and removal of the following banners, at the locations in the quantities, and at the rates as listed below:

# Exhibit A SCOPE OF WORK

Location/Community	No. of Banners
Chula Vista	50
City Heights	50
Clairemont	32
Convoy	40
Diamond District	67
Linda Vista	30
Logan Heights	69
Mira Mesa	40
Mission Hills	70
Morena	20
National City-District 3	20
National City	20
North Park	20
Oceanside	30
Otay Mesa	34
Pacific Beach	30
Point Loma	66
Rancho Peñasquitos	50
Rolando Park	30
University City	20
TOTAL	788

- e. Unanticipated Services: Should the need for additional services not anticipated at the time of this Agreement be identified by the District, the Contractor shall provide services at the same rates and only at the locations outlined in the Agreement, subject to prior written approval from the District.
- f. Additionally, the City of Chula Vista requires an Encroachment Permit with an associated fee of \$460.00. Contractor shall make a good faith effort to request a waiver of said fee, and may invoice the District for \$460.00 should the fee not be waived by the City of Chula Vista.
- g. 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.
- h. 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.
- 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. Contractor shall provide the service call to repair/replace banner/hardware at no additional cost.

# Exhibit A SCOPE OF WORK

- j. Contractor will 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.
- k. 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 installer's responsibility to know and adhere to these requirements and/or rules for each location/city. All costs associated with the adherence of these requirements or equipment is the responsibility of the Contractor and are included in this contract.
- m. Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA).
- n. Contractor shall be liable for damage or loss of banners while in their custody or during installation or removable.
- o. 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 installer's negligence must be corrected and or repaired in a timely manner and at the Contractor's expense.
- p. Contractor agrees to dispose of all generated waste in accordance with State and local laws and regulations.
- q. Contractor shall provide traffic control plan when requested.
- r. Contractor shall add the above communities as additionally insured when requested.

STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-025	GL ACCOUNT NUMBER (If Applicable) 600100-30
1. This Agreement is entered into between the Contra	cting Agency and the Contractor named belo	bw:
CONTRACTING AGENCY NAME		
22nd District Agricultural Association (Distri	ct) / Del Mar Fairgrounds (Fairground	ds)
CONTRACTOR NAME Fred Greaves Photography		
2. The term of this Agreement is:		
START DATE June 1, 2025		
THROUGH END DATE July 31, 2025		
3. The maximum amount of this Agreement is: \$30,000.00		
Thirty Thousand Dollars and Zero Cents		
4. The parties agree to comply with the terms and cor	nditions of the following exhibits, which are by	this reference made a part of the Agreem
Exhibits	Title	Pag

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (February 2025)	5
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 <u>https://www.dgs.ca.gov/OLS/Resources</u>

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.) Fred Greaves Photography

CONTRACTOR BUSINESS ADDRESS 2120 Stewart Circle	CITY Woodland	STATE CA	<sup>ZIP</sup> 95776
PRINTED NAME OF PERSON SIGNING Fred Greaves	TITLE Owner		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

#### EXHIBIT A SCOPE OF WORK

#### 1. SERVICES OVERVIEW

A. Fred Greaves Photography, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall provide onsite photography during the 2025 San Diego County Fair (Fair).

- B. The services shall be performed at the Del Mar Fairgrounds, 2260 Jimmy Durante Boulevard, Del Mar, CA, 92014.
- C. The services shall be provided each day during the Fair, which runs from June 11 July 6, 2025, closed Mondays and Tuesdays (20 days total). The Fair opens each day at 11 a.m.; Contractor should anticipate a typical shoot date to consist of 6-8 hours of shooting anywhere from 10 a.m. to 10 p.m. The photography schedule and shot list shall be mutually agreed upon between the District's Marketing Director and Contractor.
- D. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Contractor
Names: Jennifer Hellman, Marketing	Name: Fred Greaves, Photographer/Owner
Director	
Address: 2260 Jimmy Durante Boulevard	Address: 2120 Stewart Circle
Del Mar, CA 92014	Woodland, CA 95776
Phone: 858-792-4227	Phone: 619-994-9207
e-mail: jhellman@sdfair.com	e-mail: <u>fred@fredgreaves.com</u>

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. District will provide the Contractor with a shot list that outlines the specific subject needs or general theme topics one week prior to the scheduled shoot date.
- B. Services outlined in this Agreement shall be provided at an all-inclusive daily rate of \$1,500.00, total contract amount shall not exceed \$30,000.00. Daily rate shall include 6-8 hours of onsite shoot time, all associated post processing, lodging, transportation and other incidental expenses.
- C. Onsite photography services shall include digital image processing, file conversion, upload of high-resolution photos to Dropbox for viewing and download, without watermarks.

# EXHIBIT A SCOPE OF WORK

- D. Contractor shall ensure coverage includes photos that can be used for marketing purposes, including but not limited to, advertisements, websites, newsletters, billboards and media outreach.
- E. Photos used for marketing purposes may not include photo credit notation. All images shall become the property of the District. District shall retain the rights to use images in perpetuity. District shall assume responsibility for District's usage of the images submitted by Contractor. Contractor may not charge any additional fees for District's ownership and use of all imagery beyond Contractor's daily service rate.
- F. By the end of every shoot day, the Contractor shall provide same-day editing of 3-6 photos to the District's Marketing Director for immediate use on social media.
- G. Contractor shall provide curated, color-corrected, post-produced photos within three days of the scheduled shoot date.
- H. The Contractor will be provided with a parking pass and San Diego County Fair access credential by the District.



Agreement Number: 25-PW-01

# **CONSTRUCTION CONTRACT**

This Agreement is entered into on April 22, 2025, by and between Eagle Paving Company Inc. ("Contractor"), and the 22<sup>nd</sup> District Agricultural Association, a California state institution ("District").

The District and the Contractor agree to the following:

1. **SCOPE OF WORK**: By submitting a proposal, Contractor warrants that it has made a site examination as Contractor deems necessary as to the condition of the work site and certifies all measurements, specification and conditions affecting the work to be performed at the site. Proposals are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. CONTRACTOR PROPOSES TO FURNISH LABOR AND MATERIALS IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

# 1.1 Asphalt Patchback

- 1.1.1 Barricade work area as necessary with delineators and caution tape
- 1.1.2 Apply SS-1H tack coat to vertical edges for bonding of new asphalt
- 1.1.3 Pave-back approx.. 920 SF with variable 4" Hot Mix Asphalt in (11) areas
- 1.1.3.1 Trench Patchback:
- 1.1.3.1.1 18"x 103 linear feet
- 1.1.3.1.2 18" x 25 linear feet
- 1.1.3.1.3 18" x 67 linear feet
- 1.1.3.1.4 18" x 63 linear feet & 4'x4'
- 1.1.3.2 Center of Race Track (Infield)
- 1.1.3.2.1 18" x 141 linear feet & 8'x8'
- 1.1.3.2.2 18" x 62 linear feet & 6'x6', 4'x4'
- 1.1.3.2.3 2' x 48 linear feet
- 1.1.3.3 Roll and compact to a smooth finish

# 1.2 Pave Asphalt Over Native

- 1.2.1 Barricade work area as necessary with delineators and caution tape.
- 1.2.2 Light grade as needed to prep for new asphalt paving
- 1.2.3 Pave approximate. 596 SF with variable 6" Hot Mix Asphalt in (2) areas.
- 1.2.4 Roll and compact to a smooth finish.

1.2.4.1 Note: Contractor not responsible for pre-existing sub-grade conditions.

# 1.3 Seal Coat

- 1.3.1 Barricade work area as necessary with delineators and caution tape
- 1.3.2 Clean existing asphalt surface with blowers and hand brooms
- 1.3.3 Squeegee/spray (1) coat of GoldStar Seal or equivalent over approximately 51,000SF in (1) move in (2) areas
- 1.3.3.1 Note: seal coat will not adhere properly to areas with oil, gas, or fuel spots.
- 1.3.3.2 Note: delamination may occur if sealed over defective material.

# 1.4 Striping Stalls

- 1.4.1 Barricade work area as necessary with delineators and caution tape
- 1.4.2 Stripe (165) parking stalls per original layout, using (1) coast of water-based, stateapproved paint.
- 2. Time for Completion: It is hereby understood and agreed that the work as outlined in this Agreement for this Asphalt Patchback and Seal Coating-Avenue & Infield is required to be completed no later than May 7, 2025. If Contractor fails to complete the Scope of Work within the contract time, due allowance being made for the contingencies provided for in this Agreement, Contractor shall become liable to District for any and all loss and damage that District may suffer due to Contractor's failure to complete the Scope of Work within the Contract Time. Contractor shall coordinate its Scope of Work with the work of all other contractors. District shall not be liable for delays resulting from Contractor's failure to coordinate its Scope of Work with other contractors in a manner that allows for timely completion of Contractor's Scope of Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Scope of Work with the work of with the work of other contractors caused by Contractor's failure to coordinate its Scope of Work with the work of with the work of other contractors caused by Contractor's failure to coordinate its Scope of Work with the work of delays to other contractors.
- 3. **Payment**: The Contractor will furnish labor and materials in accordance with the terms of this Agreement for the total contract price of \$22,038.00. Exhibit B Budget Detail and Payment Provisions is hereof and incorporated herein by this reference and attached.

Page 2 of 5

- 4. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds a valid **C12.** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Agreement
- 5. **Prevailing Wage:** Contractor and all subcontractors under Contractor shall pay all workers on the Scope of Work performed pursuant to this Agreement not less than the general prevailing wage of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 6. **Materials:** Contractor warrants good title to all materials, supplies and equipment installed or included in the Scope of Work. Except, as otherwise specifically stated in the Agreement, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, powers, and transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute and complete this Agreement within the specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnishes in ample quantities and at such times as to ensure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss by weather or other causes of materials of work under this contract.
- 7. **Changes and Change Orders**: Change orders may not cause the total aggregate cost of the project to exceed \$25,000 or the project will become subject to competitive bidding. The District, without invalidating the Agreement, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the agreed sum being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original Agreement except that any claim for extension of time caused by thereby shall be adjusted at the time of order such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with the purposes or approvals of the Project. Otherwise, except in emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the Agreement sum shall be valid unless so ordered.

- 8. **Excavation Deeper than Four Feet:** If this Agreement involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, then all of the following apply:
  - a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing laws; (2) Subsurface or latent physical conditions at the site different from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals; and (3) Unknown physical conditions at the site for any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
  - b. Upon receiving any such written notice from the Contractor, the District shall promptly investigate the conditions, and if it finds that the conditions are materially different than those conditions expected by the District, or involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work under this Agreement, the District shall issue a change order under the procedures described in this Agreement.
  - c. In the event that a dispute arises between the District and the Contractor whether the conditions are materially different than those expected by the District or if the conditions involve hazardous waste, or the conditions cause a decrease or increase in the Contractor's cost of , or time required for, performance of any part of the work, the Contract shall not be excused from any scheduled completion date required under this Agreement, and Contractor shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by this Agreement or by law, which pertain to the resolution of disputes and protests between the contracting parties.
- 9. **Exhibits:** Contract shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated and made part of this Agreement through the below references:

Page 4 of 5

- a. Exhibit A: Certification of Contract and Subcontractor Division of Industrial Relations Registration
- b. Exhibit B: Budget Detail and Payment Provisions
- c. Exhibit C: General Terms and Conditions
- d. Exhibit D: Special Terms and Conditions
- e. Exhibit D1: California Fairs Services Authority Insurance Requirements
- f. Exhibit E: Preventing Storm Water Pollution
- 10. Authority of Contractor's Representative: Contractor hereby certifies that its legal representative, as identified below, has the authority to legally bind the Contractor

IN WITNESS WHEREOF, accepted and agreed on the date indicated below:

Marisa Garland Eagle Paving Company, Inc. 13915 Danielson Street, Suite 201 Poway, CA 92064 (858) 486-6400

Signature

Title

Date

22<sup>nd</sup> District Agriculture Association 2260 Jimmy Durante Blvd Del Mar, CA 92014

Signature

Carlene Moore, CEO Title

Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-1208	GL ACCOUNT NUMBER (If Applicable) 540-100-60
1. This Agreement is entered into between the Contracting Ag	ency and the Contractor named belo	w:
CONTRACTING AGENCY NAME 22nd District Agricultural Association / Del Mar Fai	rgrounds	
CONTRACTOR NAME Irma Esquer Roman		
2. The term of this Agreement is:		
START DATE April 14, 2025		
THROUGH END DATE July 8, 2025		
3. The maximum amount of this Agreement is: \$15,000.00		

#### Fifteen Thousand Dollars

CONTRACTING AGENCY NAME

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	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3 – 4
Exhibit C	General Terms and Conditions (April 2017)	5 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22

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 <a href="https://www.dgs.ca.gov/OLS/Resources">https://www.dgs.ca.gov/OLS/Resources</a>

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.) Irma Esquer Roman

CONTRACTOR BUSINESS ADDRESS P.O. Box 82	CITY Calexico	STATE CA	ZIP 92232
PRINTED NAME OF PERSON SIGNING Irma Esquer Roman	TITLE Coordinator		_
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

#### **STATE OF CALIFORNIA**

# 22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE	·	
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051.a.1		

# 1. SERVICES OVERVIEW

- A. Irma Esquer Roman, hereinafter referred to as "Contractor", agrees to provide to the 22<sup>nd</sup> District Agricultural Association, herein after referred to as "District", with services as described herein.
- B. Contractor shall provide coordination services for Fiesta Village.
- C. Contractor shall provide services at the District located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> Dis	22 <sup>nd</sup> District Agricultural Association		Contractor
Name:	Rachelle Weir, Director,	Name:	Irma Esquer Roman,
Name.	Agriculture, Arts & Education	Name.	Coordinator
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	P.O. Box 82 Calexico, California 92232
Phone:	(858) 792-4211	Phone:	(760) 554-5619
Email:	<u>rweir@sdfair.com</u>	Email:	irmaesquer@gmail.com

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 BY CONTRACTOR

- A. Contractor shall be responsible for the performance of tasks and preparation of deliverables, as specified in this Exhibit A.
- B. Contractor shall recruit and coordinate Mexican and Latin American artisans and crafters for Fiesta Village.
- C. Contractor shall train Mexican and Latin American artisans and crafters for the Fiesta Village area of the San Diego County Fair (SDCF).
- D. Contractor shall chaperon the artisans and crafters as well as arrange for living quarters and provisions.
- E. Contractor shall set-up the Fiesta Village area, for the SDCF, and have it ready for the public no later than 3:00 p.m. on Tuesday, June 10, 2025.
- F. Contractor shall be responsible for all scheduling and the supervision of the Fiesta Village area and staff during all open hours of the SDCF.
- G. Contractor shall remove all artwork, crafts and decorations from Fiesta Village by 5:00 p.m. on Tuesday, July 8, 2025.

# 3. DISTRICT RESPONSIBILITIES

- A. District shall provide space to Contractor for the sale of merchandise relevant to Fiesta Village.
- B. District shall provide authorization to Contractor for the sale of merchandise that is relevant to Fiesta Village.
- C. District shall provide space for Mexican and Latin American artisans and crafters in the Fiesta Village area.
- D. District reserves the right to monitor any and all sales and shall have the right of access to, and inspection of any premises, used by Contractor or Mexican and Latin American artisans arranged by Contractor at any time.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVIC STANDARD AGREEMENT	AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
STD 213 (Rev. 04/2020)	25-1209	540-100-60
1. This Agreement is entered into between the Cont	racting Agency and the Contractor named belo	W:
CONTRACTING AGENCY NAME		
22nd District Agricultural Association / Del	Mar Fairgrounds	
CONTRACTOR NAME Southern California Horseman's Council		
2. The term of this Agreement is:		
START DATE June 7, 2025		
THROUGH END DATE July 3, 2025		
3. The maximum amount of this Agreement is: \$41,900.00		
Forty One Thousand Nine Hundred Dolla	rs	
4. The parties agree to comply with the terms and co	onditions of the following exhibits, which are by	this reference made a part of the Agreeme
Exhibits	Title	Page

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	1 – 2
	Exhibit B	Budget Detail and Payment Provisions	3 – 4
	Exhibit C	General Terms and Conditions (02/2025)	5 – 9
	Exhibit D	Contractor Certification Clauses (CCC 04/2017)	10 – 13
	Exhibit E	Special Terms & Conditions	14 – 18
	Exhibit F	Insurance Requirements	19 – 22
	Exhibit G	Preventing Storm Water Pollution	23
140.000		Preventing Storm Water Pollution	

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

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.)

#### Southern California Horseman's Council

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 1064	Bonsall	CA	92003
PRINTED NAME OF PERSON SIGNING	TITLE		
Lance Bennett	Partner		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

# **STATE OF CALIFORNIA**

# CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Ma	r Fairgrounds
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CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE	·	
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051.a. 1		

#### I. SERVICES OVERVIEW

- A. Southern California Horseman's Council, hereinafter referred to as "Contractor", shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as "District", shall provide a horse exhibition as described herein.
- B. Contractor shall perform all services onsite at the District, located at: 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- C. The project representatives during the term of this Agreement will be:

	District		Contractor
Name:	Rachelle Weir, Director, Agriculture, Arts & Education	Name:	Lance Bennett, Partner
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	P.O. Box 1064 Bonsall, California 92003
Phone:	(858) 792-4211	Phone:	(760) 525-8933
Email:	<u>rweir@sdfair.com</u>	Email:	ranchovista@sbcglobal.net

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.

# II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall produce a horse exhibition in the San Diego Arena, at the 2025 San Diego County Fair (SDCF).
- B. Contractor shall provide all equipment and staff necessary for a turnkey event, including but not limited to riders, trainers, horse food and horses.
- C. Contractor shall produce and execute hourly presentations Wednesdays through Sundays, from June 11 through July 3, 2025, between the hours of 12:00 p.m. and 7:00 p.m.
  - a. Contractor agrees that each presentation will begin at the top of the hour.
- D. Contractor shall present a different horse exhibit to the public each week of the SDCF.
  - a. June 11 June 15: Showjumping
  - b. June 18 22: Multiple Breeds
  - c. June 25 29: Showjumping
  - d. July 2 July 3: Western

# III. DISTRICT OVERSIGHT

- A. District shall provide an area for Contractor's performances.
- B. District shall provide the following for housing Contractor's horses:

1) Quantity 11: Stables

- 2) Quantity 1: Round Ring
- 3) Quantity 1: Forty (40)-Foot Ring
- 4) Quantity 8: Rubber Mats
- 5) Quantity 8: Fifty (50)-Gallon Trash Cans
- 6) Quantity 2: Wheelbarrows
- 7) Quantity 2: Green Coffin Boxes
- C. District shall provide dead storage in an area to be determined, as close to the San Diego Arena as possible.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES	AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
STD 213 (Rev. 04/2020)	25-1210	
1. This Agreement is entered into between the Contracting	Agency and the Contractor named belo	w:
CONTRACTING AGENCY NAME		
22nd District Agricultural Association / Del Mar F	airgrounds	
CONTRACTOR NAME		
San Diego Humane Society and S.P.C.A.		
2. The term of this Agreement is:		
START DATE		
05/15/2025		
THROUGH END DATE		
07/07/2025		
2 The maximum emount of this Agreement is:		

3. The maximum amount of this Agreement is:

STATE OF CALIFORNIA DEPARTMENT OF CENERAL SERVICES

\$0.00

Zero Dollars

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	1 – 2
Exhibit B	Budget Detail and Payment Provisions	N/A
Exhibit C	General Terms and Conditions (GTC 02/2025)	3 – 7
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	8 – 11
Exhibit E	Special Terms & Conditions	12 – 16
Exhibit F	Insurance Requirements	17 – 20
Exhibit G	Preventing Storm Water Pollution	21

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

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.)

	San Diego Humane Societ	y and S.P.C.A.
--	-------------------------	----------------

CONTRACTOR BUSINESS ADDRESS 5500 Gaines Street	CITY San Diego	STATE CA	<sup>ZIP</sup> 92110
PRINTED NAME OF PERSON SIGNING Michael Lowry	TITLE Chief Financial Officer	1	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

# **STATE OF CALIFORNIA**

# CONTRACTING AGENCY NAME

# 22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	FAC §4051.a. 1		

#### I. SERVICES OVERVIEW

- A. San Diego Humane Society and S.P.C.A., hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide educational resources to the public, daily stage presentations, a staffed booth for pet/patron interaction and tablets or direct connection to website to show animals available for adoption.
- C. The project representatives during the term of this Agreement will be:

District			Contractor
Name:	Rachelle Weir, Director of	Name:	James M. Cunningham, Senior
	Agriculture, Arts & Education		Philanthropy Specialist
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	5500 Gaines Street San Diego, California 92110
Phone:	(858) 792-4211	Phone:	(619) 243-3480
Email:	<u>rweir@sdfair.com</u>	Email:	jmcunningham@sdhumane.org

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.

#### II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide qualified individuals to staff a designated booth daily during the 2025 San Diego County Fair (SDCF) at no cost to the District.
  - 1. Booth shall be staffed Wednesdays through Sunday, June 11 through July 6, from 11:00 a.m. to 7:00 p.m.
  - 2. Booth shall have adoption animals on display for interaction with District patrons.
  - 3. Booth shall be equipped with educational resources that can be provided to District patrons upon request.
  - 4. Booth shall provide tablets, such as iPads, or a direct connection to Contractor's website to show animals available for adoption to District patrons.
- B. Contractor shall provide daily stage demonstrations, Wednesdays through Sundays of the SDCF, at a time designated by the District.
  - 1. Each demonstration provided by Contractor shall be twenty (20) to thirty (30) minutes in duration.
  - 2. Each demonstration provided by Contractor shall feature topics about pet care and behavior, presented by knowledgeable staff and volunteers.
- C. Contractor shall participate in the Pup Run event on Saturday, July 5, from 6:00 a.m. to 10:45 a.m. at the District.

- 1. Contractor shall staff a booth and interact with the public for the entire duration of the Pup Run event.
- D. Contractor shall provide educational resources and information for District to add to signage in the exhibit.
- E. Contractor shall provide access to District of existing signage and/or content available in digital form for District use.
- F. Contractor shall have booth fully set-up for District inspection and approval no later than Monday, June 2, 2025 at 3:00 p.m.
- G. Contractor shall provide staffing list to District no later than Tuesday, May 27, 2025.
- H. Contractor shall remove all materials and pets from the District on Monday, July 7, 2025 between the hours of 7:00 a.m. and 10:00 a.m. Anything not picked up at specified time shall become property of the District.

# III. DISTRICT RESPONSIBILITIES

- A. District shall provide booth space in the Pets Rock exhibit for the Contractor.
- B. District shall provide necessary badges and/or credentials to the Contractor.
  - 1. District shall issue parking and admission credentials for Contractor staff and/or volunteers in a pre-determined amount set by the District. Number of credentials offered by District shall be non-negotiable.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-1211	GL ACCOUNT NUMBER (If Applicable) 600-100-80
1. This Agreement is entered into between the Contracting A	Agency and the Contractor named below	W:
CONTRACTING AGENCY NAME 22nd District Agricultural Association / Del Mar F	airgrounds	
CONTRACTOR NAME Bennet Mebane		
2. The term of this Agreement is:		
START DATE 06/21/2025		
THROUGH END DATE 06/22/2025		

3. The maximum amount of this Agreement is:

\$1,750.00

#### One Thousand Seven Hundred Fifty Dollars

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	1
Exhibit B	Budget Detail and Payment Provisions	2 – 3
Exhibit C	General Terms and Conditions (April 2017)	4 – 7
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	8 – 11
Exhibit E	Special Terms & Conditions	12 – 16
Exhibit F	Insurance Requirements	17 – 20
Exhibit G	Preventing Storm Water Pollution	21

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

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.) Bennet Mebane

CONTRACTOR BUSINESS ADDRESS P.O. Box 188	CITY Wasco	STATE CA	<sup>ZIP</sup> 93280
PRINTED NAME OF PERSON SIGNING Bennet Mebane	TITLE Auctioneer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

#### **STATE OF CALIFORNIA**

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE	·	
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	FAC §4051.a. 1		

#### I. SERVICES OVERVIEW

- A. Bennet Mebane, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide Master of Ceremonies (MC) services at the 2025 San Diego County Fair (SDCF) Junior Livestock Auction (JLA).
- C. Contractor shall provide auctioneer services at the JLA.
- D. The project representatives during the term of this Agreement will be:

District			Contractor
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Bennet Mebane, Auctioneer
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	P.O. Box 188 Wasco, California 93280
Phone:	(858) 792-4247	Phone:	(661) 201-8169
Email:	mmartineau@sdfair.com	Email:	bmebane1@gmail.com

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.

# II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide Master of Ceremonies services at the 2025 SDCF JLA on Sunday, June 22, 2025, from 8:00 a.m. to approximately 5:00 p.m.
  - 1. Contractor shall provide MC services for recognition of buyers and announcement of information during the JLA.
- B. Contractor shall provide Auctioneering services at the 2025 SDCF JLA on Sunday, June 22, 2025, from 8:00 a.m. to approximately 5:00 p.m.
  - 1. Contractor shall provide Auctioneering services for all Market and Industrial Arts lots.

# III. DISTRICT RESPONSIBILITIES

A. District shall provide one (1) hotel night for Contractor beginning Saturday, June 21, 2025.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-1212	GL ACCOUNT NUMBER (If Applicable) 600-100-80
1. This Agreement is entered into between the Contracting A	gency and the Contractor named below	w:
CONTRACTING AGENCY NAME		
22nd District Agricultural Association / Del Mar Fa	airgrounds	
CONTRACTOR NAME		
Justin Mebane		
2. The term of this Agreement is:		
START DATE		
06/21/2025		

THROUGH END DATE 06/22/2025

3. The maximum amount of this Agreement is:

\$1,750.00

#### One Thousand Seven Hundred Fifty Dollars

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	1
Exhibit B	Budget Detail and Payment Provisions	2 – 3
Exhibit C	General Terms and Conditions (April 2017)	4 – 7
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	8 – 11
Exhibit E	Special Terms & Conditions	12 – 16
Exhibit F	Insurance Requirements	17 – 20
Exhibit G	Preventing Storm Water Pollution	21

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

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.) Justin Mebane

CONTRACTOR BUSINESS ADDRESS 8614 Exodus Lane	CITY STATE ZIP Bakersfield CA 93	<sup>IP</sup> )3312
PRINTED NAME OF PERSON SIGNING Justin Mebane	TITLE Auctioneer	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	

#### **STATE OF CALIFORNIA**

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	FAC §4051.a. 1		

#### I. SERVICES OVERVIEW

- A. Justin Mebane, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide Master of Ceremonies (MC) services at the 2025 San Diego County Fair (SDCF) Junior Livestock Auction (JLA).
- C. Contractor shall provide auctioneer services at the JLA.
- D. The project representatives during the term of this Agreement will be:

District		Contractor		
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Justin Mebane, Auctioneer	
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	8614 Exodus Lane Bakersfield, California 93312	
Phone:	(858) 792-4247	Phone:	(661) 979-9894	
Email:	mmartineau@sdfair.com	Email:	jmebane21@gmail.com	

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.

# II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide Master of Ceremonies services at the 2025 SDCF JLA on Sunday, June 22, 2025, from 8:00 a.m. to approximately 5:00 p.m.
  - 1. Contractor shall provide MC services for recognition of buyers and announcement of information during the JLA.
- B. Contractor shall provide Auctioneering services at the 2025 SDCF JLA on Sunday, June 22, 2025, from 8:00 a.m. to approximately 5:00 p.m.
  - 1. Contractor shall provide Auctioneering and Salesman services for all Market and Industrial Arts lots.

# III. DISTRICT RESPONSIBILITIES

A. District shall provide one (1) hotel night for Contractor beginning Saturday, June 21, 2025.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-1213	GL ACCOUNT NUMBER 600-100-80
1. This Agreement is entered into between the Contracting Ag	gency and the Contractor named below:	
CONTRACTING AGENCY NAME 22nd District Agricultural Association / Del Mar Fa	irgrounds	
CONTRACTOR NAME Lindsey K. Mebane		
2. The term of this Agreement is:		
START DATE 06/21/2025		
THROUGH END DATE 06/22/2025		
3. The maximum amount of this Agreement is:		

\$4,800.00

Four Thousand Eight Hundred Dollars

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	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3 – 4
Exhibit C	General Terms and Conditions (GTC 02/2025)	5 – 9
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	10 – 13
Exhibit E	Special Terms & Conditions	14 – 18
Exhibit F	Insurance Requirements	19 – 22
Exhibit G	Preventing Storm Water Pollution	23

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

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.)

# Lindsey K. MebaneCITYSTATEZIPCONTRACTOR BUSINESS ADDRESSP.O. Box 188WascoCA93280PRINTED NAME OF PERSON SIGNINGTITLEPhotographerPhotographerCONTRACTOR AUTHORIZED SIGNATUREDATE SIGNEDDATE SIGNED

# **STATE OF CALIFORNIA**

#### CONTRACTING AGENCY NAME 22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	FAC §4051.a. 1		

- A. Lindsey K. Mebane, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with photography services as described herein.
- B. Contractor shall provide photography services for the Junior Livestock Auction at the 2025 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> Dis	22 <sup>nd</sup> District Agricultural Association		Contractor
Name:	Mary Martineau	Name:	Lindsey K. Mebane
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	P.O. Box 188 Wasco, California 93280
Phone:	(858) 792-4247	Phone:	(619) 341-4999
Email:	mmartineau@sdfair.com	Email:	ltcattleco@yahoo.com

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.

# II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide photography services at the 2025 SDCF Junior Livestock Auction (JLA) on Sunday, June 22, 2025, from 8:00 a.m. to approximately 5:00 p.m.
- B. Contractor shall photograph up to three-hundred (300) animals.
  - 1. Contractor shall photograph each lot as it goes through the JLA.
  - 2. Contractor shall photograph beef, sheep, swine and market calves, in rotation with market goats, market broiler pens, market rabbit pens and market turkeys auctioned between species.
- C. Contractor shall provide printed photographs to the District of all auction species, including pictures of Grand Champions with buyers, in chronological order as pre-selected by the Livestock department.
  - 1. Printed photographs provided by Contractor shall each be sized 5-inches x 7-inches.
  - 2. Contractor shall provide prints to the District no later than July 22, 2025.
- D. Contractor shall limit reproduction copyright to livestock owner and buyer only. Any other reproduction rights such as advertising or commercial use must be obtained from Contractor.
- E. Contractor shall provide digital access to all auction photos to enable individuals to purchase photos.

# III. DISTRICT RESPONSIBILITIES

- A. District shall provide backdrop and decorations, such as plants, for photographs.
- B. District shall provide Livestock staff to assist with animals in the photography area.
- C. District shall provide necessary admission and parking credentials to Contractor.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-1214	GL ACCOUNT NUMBER (If Applicable) 540-100-60
1. This Agreement is entered into between the Contracting	Agency and the Contractor named belo	w:
CONTRACTING AGENCY NAME		
22nd District Agricultural Association / Del Mar F	airgrounds	
CONTRACTOR NAME Chef Ray Presents		
2. The term of this Agreement is:		
START DATE June 10, 2025		
THROUGH END DATE July 7, 2025		
3. The maximum amount of this Agreement is:		

\$17,000.00

#### Seventeen Thousand Dollars

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	
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C	General Terms and Conditions (April 2017)	5 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22

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 <a href="https://www.dgs.ca.gov/OLS/Resources">https://www.dgs.ca.gov/OLS/Resources</a>

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.) Chef Ray Presents

CONTRACTOR BUSINESS ADDRESS 2028 Kenway Court	CITY Lodi	STATE CA	<sup>ZIP</sup> 95242
PRINTED NAME OF PERSON SIGNING Ray L. Duey	TITLE Owner		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

### **STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME 22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Signing on behalf of and for Carlene Moore			
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	FAC §4051.a. 1		

- A. Chef Ray Presents, hereinafter referred to as "Contractor", shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as "District", with services provided herein.
- B. Contractor shall provide daily food carving demonstrations at the 2025 San Diego County Fair (SDCF).
- C. Services shall be performed onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. The project representatives during the term of this Agreement will be:

	District		Contractor
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Ray L. Duey, Owner
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	2028 Kenway Court Lodi, California 95242
Phone:	(858) 792-4247	Phone:	(310) 800-8626
Email:	mmartineau@sdfair.com	Email:	<u>raylduey@yahoo.com</u>

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.

# **B. WORK TO BE PERFORMED BY CONTRACTOR**

- A. Contractor shall demonstrate the art of fruit and vegetable carving, in the Farm 2 U exhibit, at the 2025 SDCF.
  - 1. Contractor shall be onsite each day of the SDCF, June 11 through July 6, 2025, from 11:00 a.m. through 9:00 p.m., in the Farm 2 U exhibit.
  - 2. Contractor shall carve all day to various music pieces, keeping music at a volume that does not disrupt the operation of others in the area.
  - 3. Contractor shall interact with guests and provide small takeaways, such as carrot jewelry and hairpieces.
- B. Contractor shall provide black table cover with skirt and logo, all required tools and produce needed for a turnkey demonstration.
- C. Contractor shall arrange travel at no additional cost to the District.

# C. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) space no less than 10-feet by 10-feet for demonstration and exhibit purposes in the Farm 2 U exhibit.
- B. District shall provide two (2) tables, each 8-feet in length.

- C. District shall provide necessary signage for Contractor's demonstration.
- D. District shall provide one (1) trash/compost receptacle near the Contractor's space.
- E. District shall make available one (1) 110-volt electrical outlet.
- F. District shall provide one (1) 2-door refrigeration/display case to display sculptures.
- G. District shall provide necessary admission and parking credentials.
- H. District shall provide twenty-seven (27) hotel nights for Contractor, checking in June 10, 2025 and checking out July 7, 2025.

## STANDARD AGREEMENT

#### STD 213 (Rev. 04/2020)

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

#### CONTRACTING AGENCY NAME

#### 22nd District Agricultural Association / Del Mar Fairgrounds

# CONTRACTOR NAME

#### Temecula Olive Oil

2. The term of this Agreement is:

# START DATE

#### 06/08/2025

# THROUGH END DATE 07/07/2025

3. The maximum amount of this Agreement is:

#### \$1,500.00 One Thousand Five Hundred Dollars Payable to Contractor

\$1,000.00 One Thousand Dollars Revenue to the District

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.

AGREEMENT NUMBER

25-1215

GL ACCOUNT NUMBER

540-100-60

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3 – 4
Exhibit C	General Terms and Conditions (GTC 02/2025)	5 – 9
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	10 – 13
Exhibit E	Special Terms & Conditions	14 – 18
Exhibit F	Insurance Requirements	19 – 22
Exhibit G	Preventing Storm Water Pollution	23

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

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.)

# Temecula Olive OilCONTRACTOR BUSINESS ADDRESS<br/>P.O. Box 2193CITY<br/>TemeculaSTATE<br/>CAZIP<br/>92593PRINTED NAME OF PERSON SIGNING<br/>Thomas CurryTITLE<br/>OwnerOwnerCONTRACTOR AUTHORIZED SIGNATUREDATE SIGNED

# **STATE OF CALIFORNIA**

# 22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051.a. 1		

- A. Temecula Olive Oil, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide olive oil equipment as a display item in the Farm 2 U exhibit.
- C. Contractor shall provide demonstrations and/or speaking engagements on the Farm 2 U Stage.
- D. Contractor may provide olive oil tastings to District patrons in the Farm 2 U exhibit.
- E. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association		Contractor	
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Thomas Curry, Owner
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	P.O. Box 2193 Temecula, California 92593
Phone:	(858) 792-4247	Phone:	(951) 551-9133
Email:	mmartineau@sdfair.com	Email:	thom@temeculaoliveoil.com

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.

# II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide an olive oil display in the Farm 2 U exhibit, for the 2025 San Diego County Fair (SDCF).
  - 1. Contractor shall staff the booth Wednesdays through Sundays, 11:00 a.m. through 6:00 p.m., at minimum.
  - 2. Contractor shall provide visual aids, educational tools and hands-on activities, inside the booth, with which patrons can interact daily.
- B. Contractor shall provide industry equipment for the olive oil display for the entire run of the SDCF, June 11 through July 6, 2025.
  - 1. Contractor shall deliver olive oil equipment to the Farm 2 U exhibit, prior to the commencement of the 2025 SDCF.
  - 2. Contractor shall complete set-up of olive oil equipment no later than June 10, 2025 at 1:00 p.m.
  - 3. Contractor shall teardown and remove equipment from District property between the hours of 7:00 a.m. and 10:00 a.m. on July 7, 2025.
- C. Contractor shall provide demonstrations and/or speaking engagements on the Farm 2 U Stage, as agreed upon by District and Contractor.

- 1. Contractor agrees that each demonstration or speaking engagement shall start at the top of the hour and be approximately forty-five (45) minutes in length.
- D. Contractor may provide olive oil tastings to District patrons, as agreed upon by the District.
  - 1. Contractor agrees District may assist with designated tastings, as agreed upon by District and Contractor.
  - 2. Contractor shall obtain the necessary food permits from the County of San Diego Environmental Health and Quality department at the sole expense of the Contractor.
- E. Contractor is authorized to sell exhibit-related materials that are pre-approved by the District.
  - 1. Contractor agrees that all sales shall take place within the confines of the Contractor's exhibit booth and shall not take place anywhere else in the Farm 2 U exhibit or on the District's grounds.
  - 2. Contractor agrees the District has the right to audit and/or monitor sales, as well as access the premises, at any time with or without notice.
  - 3. Contractor agrees that selling, advertising or distributing any product, service or printed material without prior authorization of the District is strictly prohibited.
  - 4. Contractor shall not heckle District patrons to draw patrons in or obtain sales.
  - 5. Contractor shall follow all applicable state, federal and local laws regarding the sale of merchandise, including but not limited to a valid seller's permit, valid business license and collection and payment of applicable taxes.
- F. Contractor shall compensate District in the amount of FIFTY DOLLARS (\$50.00) each day of the SDCF, with a total compensation amount of ONE THOUSAND DOLLARS (\$1,000.00).

# III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) space no less than 10-feet by 10-feet for demonstration and exhibit purposes in the Farm to U exhibit.
- B. District shall allow pre-approved items to be sold by Contractor. Contractor shall be entitled to all proceeds from the sale of the items.
- C. District shall pay Contractor ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) for the use of Contractor's olive oil equipment for display purposes.
- D. District shall provide necessary badges and/or credentials to the Contractor.
  - 1. Contractor shall provide staffing list to District no later than June 8, 2025, for the entire run of the SDCF.
  - 2. District shall issue parking and admissions credentials for Contractor staff and/or volunteers in a pre-determined amount set by the District. Number of credentials offered by District shall be non-negotiable.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-1216	GL ACCOUNT NUMBER (If Applicable) 600-100-60
1. This Agreement is entered into between the Contracting Ag	ency and the Contractor named belo	w:
CONTRACTING AGENCY NAME 22nd District Agricultural Association / Del Mar Fai	rgrounds	
CONTRACTOR NAME Barbara Davies dba A Simpler Time		
2. The term of this Agreement is:		
START DATE 06/10/2025		
THROUGH END DATE 07/07/2025		
3. The maximum amount of this Agreement is: \$3,000.00		

Three Thousand Dollars

CONTRACTING AGENCY NAME

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	1 – 3
Exhibit B	Budget Detail and Payment Provisions	4 – 5
Exhibit C	General Terms and Conditions (GTC 02/2025)	6 – 10
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	11 – 14
Exhibit E	Special Terms & Conditions	15 – 19
Exhibit F	Insurance Requirements	20 – 23
Exhibit G	Preventing Storm Water Pollution	24

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

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.) Barbara Davies dba A Simpler Time

CONTRACTOR BUSINESS ADDRESS 1802 Alta Place	CITY El Cajon	STATE CA	<sup>ZIP</sup> 92021
PRINTED NAME OF PERSON SIGNING Barbara Davies	TITLE Owner		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

### **STATE OF CALIFORNIA**

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		_
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	EXEMPTION (If Applicable) FAC §4051.a. 1		

- A. Barbara Davies doing business as (dba) A Simpler Time, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide an alpaca exhibit for the 2025 San Diego County Fair (SDCF).
- C. Contractor shall provide necessary food, bedding and care for the animals.
- D. Contractor shall provide staff and educational materials for the exhibit.
- E. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association		Contractor	
Name:	Mary Martineau	Name:	Barbara Davies
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	1802 Alta Place El Cajon, California 92021
Phone:	(858) 792-4247	Phone:	(619) 490-9694
Email:	mmartineau@sdfair.com	Email:	daviesalpacas@gmail.com

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.

## II. WORK TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide a turn-key alpaca exhibit in the "W Barn" for the 2025 SDCF.
  - 1. Contractor shall ensure animals are onsite and in the exhibit area during operating hours of the "W Barn".
  - 2. Contractor acknowledges operating hours of the "W Barn" are 11:00 a.m. through 9:00 p.m., Wednesdays through Sundays.
  - 3. Contractor shall be responsible for securing, with a lock, and the overall safety of anything placed inside the tack room provided by the District. District shall not be responsible for any lost or stolen items.
- B. Contractor shall provide a minimum of two (2) alpacas for the exhibit.
- C. Contractor shall provide all necessary equipment required to maintain the animals and the exhibit.
- D. Contractor shall be responsible for maintaining the overall health and well-being of the animals in the exhibit.
  - 1. Contractor shall be responsible for feeding the animals and ensuring there is an adequate water supply.

- 2. Contractor shall be responsible for ensuring the animals maintain a clean, presentable appearance each operating day of the exhibit.
- 3. Contractor shall be responsible for maintaining the area in and around the exhibit, including but not limited to: cleaning pens daily and changing bedding in the exhibit, as needed.
- E. Contractor shall staff the exhibit, Wednesdays through Sundays, from 11:00 a.m. through 6:00 p.m.
- F. Contractor shall provide educational materials for the exhibit, including but not limited to signage and handouts that may be distributed to the public.
- G. Contractor is authorized to sell exhibit-related materials that are pre-approved by the District.
  - 1. Contractor agrees that all sales shall take place within the confines of the Contractor's exhibit booth and shall not take place anywhere else on District grounds.
  - 2. Contractor agrees the District has the right to audit and/or monitor sales, as well as access the premises, at any time with or without notice.
  - 3. Contractor agrees that selling, advertising or distributing any product, service or printed material without prior authorization by the District is strictly prohibited.
- H. Contractor shall maintain a current and valid Certificate of Insurance for the entire period of the Agreement.
  - 1. Contractor shall maintain insurance coverages as outlined in Exhibit F.
  - 2. Contractor shall maintain mortality insurance on any alpaca with a value exceeding THREE THOUSAND DOLLARS (\$3,000.00) housed within the exhibit.
- I. Contractor shall teardown and remove equipment and animals from District property no later than July 7, 2025 at 3:00 p.m.

# III. DISTRICT RESPONSIBILITIES

- A. District shall provide one (1) space no less than 12-feet by 12-feet for exhibit purposes in the "W Barn".
  - 1. District shall provide one (1) area to hang a display board in the exhibit.
  - 2. District shall provide one (1) table and two (2) chairs for the exhibit.
- B. District shall provide an unsecured tack room in the "W Barn" for Contractor to utilize at Contractor's own risk.
- C. District shall provide one (1) parking space for a vehicle and trailer.
- D. District shall provide one (1) bale of alfalfa hay for each day of the contract.

E. District shall allow pre-approved items to be sold by Contractor. Contractor shall be entitled to all proceeds from the sale of the items.

EXHIBIT A SCOPE OF WORK

- F. District shall provide necessary badges, credentials and/or wristbands to the Contractor.
  - 1. Contractor shall provide staffing list to District no later than June 8, 2025, for the entire run of the SDCF.
  - 2. District shall issue parking and admissions credentials for Contractor staff and/or volunteers in a pre-determined amount set by the District. Number of credentials offered by District shall be non-negotiable.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 25-1217	GL ACCOUNT NUMBER (If Applicable)		
1. This Agreement is entered into between the Contracting	Agency and the Contractor named belo	w:		
CONTRACTING AGENCY NAME				
22nd District Agricultural Association / Del Mar F	airgrounds			
CONTRACTOR NAME University of California Agriculture and Natural Resources – San Diego County				
2. The term of this Agreement is:				
START DATE				
06/11/2025				
THROUGH END DATE 07/06/2025				

3. The maximum amount of this Agreement is:

\$0.00

Zero Dollars

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	1 – 2
Exhibit B	Budget Detail and Payment Provisions	N/A
Exhibit C	General Terms and Conditions (GTC 02/2025)	3 – 7
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	8 – 11
Exhibit E	Special Terms & Conditions	12 – 16
Exhibit F	Insurance Requirements	17 – 20
Exhibit G	Preventing Storm Water Pollution	21

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

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.)

#### University of California Agriculture and Natural Resources - San Diego County

CONTRACTOR BUSINESS ADDRESS 9335 Hazard Way, Suite 201		<sup>ZIP</sup> 92123
PRINTED NAME OF PERSON SIGNING	TITLE	
Leah Taylor	UC Master Gardener Coordinator of San Diego County	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	

# **STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

#### 22nd District Agricultural Association / Del Mar Fairgrounds CONTRACTING AGENCY ADDRESS CITY STATE ΖIΡ 2260 Jimmy Durante Boulevard Del Mar CA 92014 PRINTED NAME OF PERSON SIGNING TITLE Chief Executive Officer **Carlene Moore** CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION (If Applicable) FAC §4051.a. 1

- A. University of California Agriculture and Natural Resources San Diego County, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide Master Gardeners and Master Food Preservers for the 2025 SDCF.
- C. Contractor shall provide volunteers who educate the public on gardening and food preservation.

22 <sup>nd</sup> Dis	trict Agricultural Association		Contractor
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Leah Taylor, UC Master Gardener Coordinator of San Diego County
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	9335 Hazard Way, Suite 201 San Diego, California 92123
Phone:	(858) 792-4247	Phone:	(858) 822-6932
Email:	mmartineau@sdfair.com	Email:	leataylor@ucanr.edu

D. The project representatives during the term of this Agreement will be:

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.

# II. CONTRACTOR RESPONSIBILITIES

A. Contractor shall provide volunteers who are Master Gardeners for the 2025 SDCF.

- 1. Contractor shall provide Master Gardeners to occupy two (2) booths each day of the SDCF, Wednesdays through Sundays.
  - a. Contractor's Master Gardeners shall volunteer in four (4) hour blocks of time.
  - b. Contractor shall provide list of volunteers to District no later than May 31, 2025.
- 2. Contractor shall provide an exhibit to educate the public about gardening techniques and general plant information.
- Contractor shall provide fully-staffed demonstrations, educational talks and public interaction at the exhibit, during operating hours, or as agreed upon by Contractor and District.
- 4. Contractor shall host microscopes for public to view and identify objects in soil and other garden-related items.
- 5. Contractor shall assist with District's Plant, Grow, Eat program, as needed.

- B. Contractor shall provide volunteers who are Master Food Preservers for the 2025 SDCF.
  - 1. Contractor shall provide Master Food Preservers to occupy one (1) booth, for eight (8) days of the SDCF in the Farm 2 U exhibit.
    - a. Contractor's Master Food Preservers shall volunteer in four (4) hour blocks of time.
      - (1) Master Food Preservers shall have a presence at the SDCF on June 11, June 13, June 18, June 20, June 25, June 27, July 2 and July 5, 2025.
    - b. Contractor shall provide food-related education to the public, including but not limited to talks about vegetables and plants used for cooking.
    - c. Contractor shall provide list of volunteers to the District no later than May 31, 2025.
  - 2. Contractor shall provide one (1), forty-five (45) minute stage presentation / live demonstration pertaining to food on June 11, June 13, June 20, June 25, June 27, July 2 and July 5, 2025, as agreed upon by Contractor and District.
  - 3. Contractor shall provide two (2), forty-five (45) minute stage presentations / live demonstrations pertaining to food on June 18, as agreed upon by Contractor and District.
  - 4. Contractor shall assist with District's Plant, Grow, Eat program, as needed.
  - 5. Contractor shall supply demonstration / live performance topic for each day, to the District no later than May 15, 2025 for approval.
  - 6. Contractor shall supply ingredient list to District for demonstrations / live performances, no later than May 31, 2025.

# III. DISTRICT RESPONSIBILITIES

- A. District shall provide two (2) booths in the garden area for Master Gardeners to occupy.
  - 1. District shall provide an adequate amount of power to operate Contractor provided microscopes.
  - 2. District shall provide two (2) eight (8)-foot tables for the booth.
- B. District shall provide one (1) booth area in the Farm 2 U exhibit for Master Food Preservers to occupy.
  - 1. District shall provide kitchen supplies as agreed upon by Contractor and District, based upon ingredient list provided to the District.
- C. District shall provide necessary admission and parking credentials to Contractor's volunteers at a pre-determined amount. An admission badge will be provided for those providing services for four (4) or more days of the SDCF.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES	
STANDARD AGREEMENT	AGREEMENT NUMBER

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

#### CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

#### CONTRACTOR NAME

STD 213 (Rev. 04/2020)

#### San Diego County CowBelles

2. The term of this Agreement is:

# START DATE

#### 06/18/2025

# THROUGH END DATE 07/22/2025

3. The maximum amount of this Agreement is:

#### \$1,500.00 One Thousand Five Hundred Dollars Payable to Contractor \$250.00 Two Hundred Fifty Dollars Revenue to the District

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.

25-1218

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	N/A
Exhibit C	General Terms and Conditions (GTC 02/2025)	3 – 7
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	8 – 11
Exhibit E	Special Terms & Conditions	12 – 16
Exhibit F	Insurance Requirements	17 – 20
Exhibit G	Preventing Storm Water Pollution	21

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 <a href="https://www.dgs.ca.gov/OLS/Resources">https://www.dgs.ca.gov/OLS/Resources</a>

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.)

# San Diego County CowBelles CONTRACTOR BUSINESS ADDRESS

CONTRACTING AGENCY NAME

P.O. Box 213	Santa Ysabel	CA	92070
PRINTED NAME OF PERSON SIGNING Ashley Sinderud	TITLE President		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

### **STATE OF CALIFORNIA**

CITY

# 22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051.a. 1		

STATE ZIP

- A. San Diego County CowBelles, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide materials for an educational display on the cattle industry, at the 2025 San Diego County Fair (SDCF).
- C. Contractor shall interact with and provide education to the public on the cattle industry at the 2025 SDCF.
- D. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association Contractor		Contractor	
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Ashley Sinderud, President
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	P.O. Box 213 Santa Ysabel, California 92070
Phone:	(858) 792-4247	Phone:	(619) 971-4492
Email:	mmartineau@sdfair.com	Email:	a sinderud 2015@outlook.com

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.

# II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide materials for an educational display on the cattle industry, in the Farm 2 U exhibit, June 11 through July 6, 2025, at the SDCF.
  - 1. Contractor shall provide volunteers to staff the display booth June 18 through June 22, 2025, from 11:00 a.m. to 5:00 p.m., at minimum.
  - 2. Contractor shall provide hands-on activities and other educational pieces, inside the booth, with which patrons can interact daily.
  - 3. Contractor shall provide a backdrop display for the booth that encompasses the theme of booth.
  - 4. Contractor shall provide beef recipe cards to be used as education and a takeaway for the public.
- B. Contractor shall provide and sell performance-related items that are pre-approved by the District.
  - 1. Contractor agrees that sales shall stay within the confines of the Contractor's exhibit. booth and shall not take place anywhere else in the Farm 2 U exhibit or on the District's grounds.
  - 2. Contractor shall not heckle District patrons to draw patrons in or to obtain sales.
  - 3. Contractor shall provide staff for sale of items and collection of monies, with no assistance or profit share with the District.
  - 4. Contractor agrees District has the right to audit and/or monitor sales, as well as access Page 161

the premises, at any time with or without notice.

- 5. Contractor agrees that selling, advertising or distributing any product, service or printed material without prior authorization of the District is strictly prohibited.
- 6. Contractor acknowledges that District is providing overnight storage, June 18 through June 22, 2025, for merchandise as an act of cooperativeness.
  - a. Contractor shall be solely responsible for the safety and security of merchandise.
  - b. Contractor shall store merchandise at Contractor's own risk and not hold the District responsible or liable for the loss of any or all merchandise.
- 7. Contractor shall follow all applicable state, federal and local laws regarding the sale of merchandise, including but not limited to a valid seller's permit, valid business license and collection and payment of applicable taxes.
- 8. Contractor shall obtain any necessary food permits from the County of San Diego Environmental Health and Quality department at the sole expense of the Contractor.
- C. Contractor shall compensate District in the amount of FIFTY DOLLARS (\$50.00) each day of merchandise sales at the SDCF, with a total compensation amount of TWO HUNDRED FIFTY DOLLARS (\$250.00).
- D. Contractor shall deliver and install display items no later than June 10, 2025 at 1:00 p.m.
- E. Contractor shall teardown and remove all Contractor-owned supplies from District property between the hours of 7:00 a.m. and 10:00 a.m. on July 7, 2025.
- F. Contractor staff and/or volunteers shall maintain a professional appearance at all times and wear Contractor provided uniform or badge to identify the individual as a representative of Contractor.

# III. DISTRICT RESPONSBILITIES

- A. District shall provide one (1) space no less than 10-feet by 10-feet in the Farm 2 U exhibit for Contractor to utilize.
- B. District shall provide ranching materials for backdrop, including but not limited to ropes and branding irons.
- C. District shall provide storage space for Contractor to utilize June 18 through June 22, 2025.
- D. District shall allow pre-approved items to be sold by Contractor. Contractor shall be entitled to all proceeds from sales.
- E. District shall display and provide beef recipe cards to patrons of the SDCF, June 29 through July 6, 2025.
- F. District shall pay Contractor ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) for the use of Contractor's beef exhibit for display purposes.
- G. District shall provide necessary parking and admissions credentials for Contractor staff and/or volunteers in a pre-determined amount set by the District. Number of credentials offered by District shall be non-negotiable.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)		AGREEMENT NUMBER 25-1219	GL ACCOUNT NUMBER (If Applicable)
1. This Agreement i	s entered into between the Contracting Ag	gency and the Contractor named belo	w:
CONTRACTING AGE	ENCY NAME		
22nd District Ag	ricultural Association / Del Mar Fa	irgrounds	
CONTRACTOR NAM Saint Claire's C	<sup>E</sup> ookie Dough LLC		
2. The term of this Ag	reement is:		
start date 06/11/2025			
THROUGH END DAT 07/06/2025	Ē		
\$1,000.00 Reve One Thousand			
One Thousand 4. The parties agree	Dollars Revenue to the District		this reference made a part of the Agreement
One Thousand 4. The parties agree <b>Exhibits</b>	Dollars Revenue to the District e to comply with the terms and conditions	of the following exhibits, which are by <b>Title</b>	Pages
One Thousand 4.The parties agree <b>Exhibits</b> Exhibit A	Dollars Revenue to the District         e to comply with the terms and conditions         Scope of Work	Title	
One Thousand 4. The parties agree <b>Exhibits</b>	Dollars Revenue to the District e to comply with the terms and conditions	Title	Pages           1 – 2
One Thousand 4. The parties agree <b>Exhibits</b> Exhibit A Exhibit B	Dollars Revenue to the District         e to comply with the terms and conditions         Scope of Work         Budget Detail and Payment Pro-	Title ovisions (GTC 02/2025)	Pages           1 - 2           N/A
One Thousand 4.The parties agree Exhibits Exhibit A Exhibit B Exhibit C	Dollars Revenue to the District         e to comply with the terms and conditions         Scope of Work         Budget Detail and Payment Pro         General Terms and Conditions	Title ovisions (GTC 02/2025)	Pages           1 - 2           N/A           3 - 7
One Thousand 4. The parties agree <b>Exhibits</b> Exhibit A Exhibit B Exhibit C Exhibit D	Dollars Revenue to the District         e to comply with the terms and conditions         Scope of Work         Budget Detail and Payment Pro         General Terms and Conditions         Contractor Certification Clauses	Title ovisions (GTC 02/2025)	Pages           1 - 2           N/A           3 - 7           8 - 11
One Thousand 4.The parties agree Exhibits Exhibit A Exhibit B Exhibit C Exhibit D Exhibit E	Dollars Revenue to the District         a to comply with the terms and conditions         Scope of Work         Budget Detail and Payment Pro         General Terms and Conditions         Contractor Certification Clauses         Special Terms & Conditions	Title           ovisions           (GTC 02/2025)           s (CCC 04/2017)	Pages           1 - 2           N/A           3 - 7           8 - 11           12 - 16
One Thousand 4. The parties agree Exhibits Exhibit A Exhibit B Exhibit B Exhibit C Exhibit C Exhibit C Exhibit F Exhibit F Exhibit G tems shown with an can be viewed at <u>ht</u>	Dollars Revenue to the District         a to comply with the terms and conditions         Scope of Work         Budget Detail and Payment Pro         General Terms and Conditions         Contractor Certification Clauses         Special Terms & Conditions         Insurance Requirements         Preventing Storm Water Pollution	Title         ovisions         (GTC 02/2025)         s (CCC 04/2017)         on         reference and made part of this agree	Pages           1 - 2           N/A           3 - 7           8 - 11           12 - 16           17 - 20           21
One Thousand 4. The parties agree Exhibits Exhibit A Exhibit B Exhibit B Exhibit C Exhibit C Exhibit C Exhibit F Exhibit F Exhibit G tems shown with an can be viewed at <u>ht</u>	Dollars Revenue to the District         e to comply with the terms and conditions         Scope of Work         Budget Detail and Payment Pro         General Terms and Conditions         Contractor Certification Clauses         Special Terms & Conditions         Insurance Requirements         Preventing Storm Water Pollution         n asterisk (*), are hereby incorporated by the story of	Title         ovisions         (GTC 02/2025)         s (CCC 04/2017)         on         reference and made part of this agree	Pages           1 - 2           N/A           3 - 7           8 - 11           12 - 16           17 - 20           21

Saint Claire's Cookie Dough LLC			
CONTRACTOR BUSINESS ADDRESS 4945 Sandshore Court	CITY San Diego	STATE CA	<sup>ZIP</sup> 92130
PRINTED NAME OF PERSON SIGNING William Keith	TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

# STATE OF CALIFORNIA

# CONTRACTING AGENCY NAME 22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE	·	
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051.a. 1		

- A. Saint Claire's Cookie Dough LLC, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide a cookie display and baking demonstrations, as needed, at the 2025 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> Distr	ict Agricultural Association	Contractor		
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	William Keith, Chief Executive Officer	
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	4945 Sandshore Court San Diego, California 92130	
Phone:	(858) 792-4247	Phone:	(858) 750-5635	
Email:	mmartineau@sdfair.com	Email:	willkeith@saintclairescookiedough.com	

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.

# II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide a cookie display in the Farm 2 U exhibit, at the 2025 SDCF, June 11 through July 6.
  - 1. Contractor shall staff the display booth Wednesdays through Sundays, 11:00 a.m. through 6:00 p.m., at minimum.
  - 2. Contractor shall provide hands-on activities, inside the booth, with which patrons can interact daily.
- B. Contractor shall provide one (1) wooden counter for display.
- C. Contractor shall provide demonstrations and/or speaking engagements on the Farm 2 U Stage, as needed and requested, by the District.
  - 1. Contractor agrees that each demonstration or speaking engagement shall start at the top of the hour and be approximately forty-five (45) minutes in length.
- D. Contractor shall provide and sell cookies baked onsite at the District.
  - 1. Contractor agrees that sales shall stay within the confines of the Contractor's exhibit booth and shall not take place anywhere else in the Farm 2 U exhibit or on the District's grounds.
  - 2. Contractor shall not heckle District patrons to draw patrons in or to obtain sales.

- 3. Contractor shall provide staff for sale of items and collection of monies, with no assistance or profit share with the District.
- 4. Contractor agrees District has the right to audit and/or monitor sales, as well as access the premises, at any time with or without notice.
- 5. Contractor agrees that selling, advertising or distributing any product, service or printed material without prior authorization of the District is strictly prohibited.
- 6. Contractor shall follow all applicable state, federal and local laws regarding the sale of merchandise, including but not limited to a valid seller's permit, valid business license and collection and payment of applicable taxes.
- 7. Contractor shall obtain any necessary food permits from the County of San Diego Environmental Health and Quality department at the sole expense of the Contractor.
- E. Contractor shall compensate the District the amount of FIFTY DOLLARS (\$50.00) each day of the SDCF, with a total compensation amount of ONE THOUSAND DOLLARS (\$1,000.00).
- F. Contractor shall deliver and install wooden display case to the booth no later than June 10, 2025 at 1:00 p.m.
- G. Contractor shall teardown and remove display case and Contractor-owned supplies from District property between the hours of 7:00 a.m. and 10:00 a.m. on July 7, 2025.
- H. Contractor staff and/or volunteers shall maintain a professional appearance at all times and wear Contractor provided uniform or badge to identify each individual as a representative of Contractor.

# III. DISTRICT RESPONSBILITIES

- A. District shall provide one (1) 10-foot by 10-foot booth in the Farm 2 U exhibit for Contractor to utilize.
- B. District shall provide one (1) oven for Contractor to utilize while on District property.
  - 1. District shall provide an adequate amount of power to operate oven.
- C. District shall allow cookies to be sold by Contractor. Contractor shall be entitled to all proceeds from the sale of the items.
- D. District shall provide necessary admission and parking credentials to Contractor in an amount less than or equal to ten (10). Number of credentials offered by District shall be non-negotiable.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT	AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
STD 213 (Rev. 04/2020)	25-1220	
1. This Agreement is entered into between the Contracting	Agency and the Contractor named belo	w:
CONTRACTING AGENCY NAME		
22nd District Agricultural Association / Del Mar F	airgrounds	
CONTRACTOR NAME Mountain Meadow Mushroom Farms, Inc.		
· · ·		
2. The term of this Agreement is:		
START DATE		
06/11/2025		
THROUGH END DATE		
07/06/2025		
3. The maximum amount of this Agreement is:		
\$1,000.00 Revenue		
One Thousand Dollars Revenue to the District		

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	1 – 2
Exhibit B	Budget Detail and Payment Provisions	N/A
Exhibit C	General Terms and Conditions (GTC 02/2025)	3 – 7
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	8 – 11
Exhibit E	Special Terms & Conditions	12 – 16
Exhibit F	Insurance Requirements	17 – 20
Exhibit G	Preventing Storm Water Pollution	21

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

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.)

#### Mountain Meadows Mushroom Farms, Inc.

CONTRACTING AGENCY NAME

CONTRACTOR BUSINESS ADDRESS 26948 North Broadway	CITY	STATE	<sup>ZIP</sup>
	Escondido	CA	92026
PRINTED NAME OF PERSON SIGNING	TITLE		
Olga Ramirez	Chief Financial Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

# **STATE OF CALIFORNIA**

# 22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		
Carlene Moore	Chief Executive Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051.a. 1		

- A. Mountain Meadow Mushroom Farms, Inc., hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide a mushroom display and demonstrations and/or presentations, as needed, at the 2025 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> Dis	trict Agricultural Association		Contractor
Name:	Mary Martineau, Agriculture	Name:	Olga Ramirez,
Name.	Programs Supervisor	Name.	Chief Financial Officer
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	26948 North Broadway Escondido, California 92026
Phone:	(858) 792-4247	Phone:	(760) 749-1201
Email:	mmartineau@sdfair.com	Email:	olga@mmmushroom.com

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.

# II. CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide a mushroom display in the Farm 2 U exhibit, at the 2025 SDCF, June 11 through July 6.
  - 1. Contractor shall staff the display booth Wednesdays through Sundays, 11:00 a.m. through 7:00 p.m.
  - 2. Contractor shall have a staff of four (4) to five (5) individuals, working in pairs for the entire duration of the SDCF.
  - 3. Contractor shall provide hands-on activities, inside the booth, with which patrons can interact daily.
- B. Contractor shall provide tables, chairs, point of sale system and a background containing fungi related posters for the booth.
- C. Contractor shall provide demonstrations and/or speaking engagements on the Farm 2 U Stage, as needed and requested, by the District.
  - 1. Contractor agrees that each demonstration or speaking engagement shall start at the top of the hour and be approximately forty-five (45) minutes in length.
- D. Contractor shall provide and sell merchandise, including mushrooms, compost, grow kits and tinctures from the booth.
  - 1. Contractor agrees that all sales shall stay within the confines of the Contractor's exhibit booth and shall not take place anywhere else in the Farm 2 U exhibit or on the District's grounds.

- 2. Contractor shall not heckle District patrons to draw patrons in or to obtain sales.
- 3. Contractor shall provide staff for sale of items and collection of monies, with no assistance or profit share with the District.
- 4. Contractor agrees District has the right to audit and/or monitor sales, as well as access the premises, at any time with or without notice.
- 5. Contractor agrees that selling, advertising or distributing any product, service or printed material without prior authorization of the District is strictly prohibited.
- 6. Contractor acknowledges that District is providing overnight storage for merchandise as an act of cooperativeness.
  - a. Contractor shall be responsible for the safety and security of merchandise.
  - b. Contractor shall store merchandise at Contractor's own risk and not hold the District responsible or liable for the loss of any or all merchandise.
- 7. Contractor shall follow all applicable state, federal and local laws regarding the sale of merchandise, including but not limited to a valid seller's permit, valid business license and collection and payment of applicable taxes.
- 8. Contractor shall obtain any necessary food permits from the County of San Diego Environmental Health and Quality department at the sole expense of the Contractor.
- E. Contractor shall compensate District in the amount of FIFTY DOLLARS (\$50.00) each day of the SDCF, with a total compensation amount of ONE THOUSAND DOLLARS (\$1,000.00).
- F. Contractor shall deliver to the booth and install tables, chairs, point of sale system and backdrop décor, no later than June 10, 2025 at 1:00 p.m.
- G. Contractor shall teardown and remove display items and Contractor-owned supplies from District property between the hours of 7:00 a.m. and 10:00 a.m. on July 7, 2025.
- H. Contractor staff and/or volunteers shall maintain a professional appearance at all times and wear Contractor provided uniform or badge to identify each individual as a representative of Contractor.

# III. DISTRICT RESPONSBILITIES

- A. District shall provide one (1) 10-foot by 10-foot booth in the Farm 2 U exhibit for Contractor to utilize.
- B. District shall provide one (1) storage space for overnight storage of Contractor's merchandise.
- C. District shall allow mushrooms, compost, grow kits and tinctures to be sold by Contractor. Contractor shall be entitled to all proceeds from the sale of the items.
- D. District shall provide necessary admission and parking credentials to Contractor in an amount less than or equal to twenty (20). Number of credentials offered by District shall be non-negotiable.



# **RENTAL AGREEMENT**

# **Commercial Agreement**

FORM F-31 Revised 12/13

THIS RENTAL AGREEMENT is by and between 22<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION, ("Association"), commonly known as the Del Mar Fairgrounds ("Fairgrounds"), and **Template Customer for CP**, ("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:: NO BOOTH CODE or BOOTH DESCRIPTION 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.
- The term of this Agreement begins on 6/8/2025 and ends on 7/10/2025 (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.
- 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.

# SAMPLE

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

Line	Description		Quantity	Price	Total Amount
1	Commercial Space			\$0.01	\$0.01
2	Red Lot Parking Lot		1	\$375.00	\$375.00
				Total:	\$375.01

**SPACE RENT:** \$375.01 (check or card) DUE on or before the date listed below. If payment is not received by the below due date, the space will be canceled.

Make Checks Payable to the "22<sup>nd</sup> DAA" & include contract number in the memo.

**<u>CLICK HERE TO SUBMIT PAYMENT BY CREDIT CARD</u> – Payments made by credit card will include an additional 3% surcharge. PLEASE INCLUDE THE CONTRACT NUMBER IN THE NOTES SECTION.</u>** 

Due Date	Description	<b>Total Amount</b>
5/15/2025	Add-On Payments	\$375.00
5/15/2025	Rent	\$0.01

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, 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 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: 2 Badges per 10x10 booth

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); **G** (Storm Water Policy); and **J** (Megans Law Screening) **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. 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.
- 23. 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.
- 24. 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 feasible, 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.

- 31. 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.
  - IN WITNESS WHEROF, 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.

22 <sup>ND</sup> District Agricultu Carlene Moore, Chief 2260 Jimmy Durante H Del Mar, CA 92014	Executive Officer	Template Customer for CP FirstName TemplateContact 12345 Overthere Street Suite 100 Del Mar, CA 92014	
Signature	Date	Signature	Date



# **RENTAL AGREEMENT**

## **Concession Agreement**

FORM F-31 Revised 12/13

THIS RENTAL AGREEMENT is by and between 22<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION, ("Association"), commonly known as the Del Mar Fairgrounds ("Fairgrounds"), and **Template Customer for CP**, ("Renter"). Association and Renter may be collectively referred to as the "Parties".

- Association hereby grants to the Renter the right to occupy the space(s) known as: <u>Food space</u>: ARENA-712, ARENA-715 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.
- The term of this Agreement begins on 5/13/2025 and ends on 7/13/2025 (Dates include Setup & Teardown).
   Benter shall guarantee the payment of any damage to Association property, removal of all property.

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.

# SAMPLE

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

Lin	e Description			Quantity	Price	Total Amount
1	<b>Commercial Rental</b>				\$5,000.00	\$5,000.00

**MINIMUM GUARANTEE: \$5,000.00** (check or card) DUE UPON RECEIPT OF CONTRACT vs. <u>25</u>% 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 2pm, 07/07/2025. If payment is not received by the above due date, the space will be cancelled.

Make Checks Payable to the "22<sup>nd</sup> DAA" & Include contract number in the memo.

**<u>CLICK HERE TO SUBMIT PAYMENT BY CREDIT CARD</u>** - Payments made by credit card will include an additional 3% surcharge. PLEASE INCLUDE THE CONTRACT NUMBER IN THE NOTES SECTION.

Due Date	Description	<b>Total Amount</b>
5/15/2025	Add-On Payment	\$0.01
5/15/2025	Concession Guarantee	\$5,000.00

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: SAMPLE

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); **G** (Storm Water Policy); and **J** (Megans Law Screening) **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. 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.
- 23. 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.
- 24. 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 feasible, 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.

31. 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.

IN WITNESS WHEROF, 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.

22 <sup>ND</sup> District Agricultural A Carlene Moore, Chief Exec 2260 Jimmy Durante Blvd. Del Mar, CA 92014	utive Officer	Template Customer for CP FirstName TemplateContact 12345 Overthere Street Suite 100 Del Mar, CA 92014	
Signature	Date	Signature	Date