



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors
January 13, 2026 at 9:30 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 22nd DAA will also provide for remote participation by Board members and members of the public. If you prefer to participate remotely, please check the 22nd DAA's website ([Public Information](#)) for the Zoom link and/or Zoom dial-in instructions on how to participate and/or view this meeting.

OUR PURPOSE

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

OUR MISSION

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

22nd DAA BOARD OF DIRECTORS

Sam Nejabat, Chair
Lisa Barkett, Vice Chair
Mark Arabo, Director
Phil Blair, Director
Donna DeBerry, Director
Michael Gelfand, Director
Kathlyn Mead, Director
Joyce Rowland, Director
Frederick Schenk, Director

Secretary-Manager
Carlene Moore
Chief Executive Officer

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

OUR GOALS

THE LENS

Treat the campuses of the fairgrounds as one ecosystem where all activities are complementary and aligned with the purpose, mission, vision and values of the 22nd DAA and the Del Mar Fairgrounds.

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 Del Mar Fairgrounds.

MASTER PLAN

Create an environmentally and fiscally responsible land use plan for the Del Mar Fairgrounds, 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 www.delmarfairgrounds.com/. Public comments on agenda items will be accepted during the meeting as items are addressed.



**22nd District Agricultural Association Board of Directors Meeting
AGENDA
January 13, 2026 at 9:30 a.m.**

1. CALL TO ORDER – CHAIR SAM NEJABAT

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. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Melinda Carmichael v. 22nd District Agricultural Association, et. al., San Diego County Superior Court, Case No. 25-CU-047040C.

4. RECONVENE TO OPEN SESSION [Anticipated by 10:00 a.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, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff, or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board at the time requested and be recognized by invitation of the Chair to address the Board.

• Minutes, Regular Meeting – December 16, 2025	5-9
• Contract Awards & Approvals	10-41
○ <u>Standard Agreements</u> 26-002 Grandstand Stage Lighting Services; 26-011 Audio/Visual Production for Social Media, TV, and Radio	
○ <u>Interagency Agreements</u> 26-009 Least Tern Protection Services	

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.	<u>EXECUTIVE REPORT</u> – CEO Carlene Moore [Information Item]	42-55
	• Presentation by Don Diego Scholarship Foundation	
	• Operational Announcements	
	• Construction Projects & Facilities Updates	
	• Industry News & Updates	
8.	<u>GENERAL BUSINESS</u>	
	A. <u>Audit & Governance Committee Report</u> – Kathryn Mead, Chair [Information Item]	56-58
	B. <u>DMTC Liaison Committee Report</u> – Mark Arabe, Chair [Information Item]	Verbal
	• Horse Racing Industry News & Information	
	C. <u>Information update on Board-approved replacement and modernization of existing video display boards located in the Grandstand, the Paddock and at 5 Points and discuss if modification to the scope of the Board-approved project is necessary or required</u> [Information Item]	59-72
	D. <u>Emergency Preparedness Committee Report</u> – Lisa Barkett, Chair [Information Item]	73-74
	E. <u>Fair Operations Committee Report</u> – Kathryn Mead, Chair [Information Item]	Verbal
	F. <u>Finance Committee Report</u> – Mark Arabe, Committee Chair [Information Item]	
	G. <u>Legal Committee Report</u> – Frederick Schenk, Committee Chair [Information Item]	75-78
	• Update on discussions with the City of Del Mar regarding amendments to the Exclusive Negotiating Rights Agreement (ENRA), the feasibility studies in process under the ENRA, including reimbursement for those studies under the existing Memorandum of Understanding, and the status of feasibility determinations for potential locations for future Board consideration	
	H. <u>Discuss and vote on whether the District CEO should 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 until a future District Board meeting during which the Board can consider proposed amendments to the Exclusive Negotiating Rights Agreement and the potential impact on obligations under the existing Memorandum of Understanding concerning the reimbursement for affordable housing feasibility studies</u> [Action Item]	79-83
	I. <u>Board of Directors' one-way requests for placement of information or action items on an agenda for a future meeting of the District's Board of Directors</u> [Information Item]	Verbal
9.	<u>MATTERS OF INFORMATION</u>	
	• Correspondence	84-85
	• <u>Review of Contracts Executed per CEO Delegation of Authority</u>	
	○ <u>Standard Agreements up to \$50,000</u> 25-049 Craft Brew Competition Coordinator; 25-050 Craft Brew Competition Assistant Coordinator; 26-005 Fair Photography; 26-007 Garden Show Train Exhibit	86-127
	○ <u>Interagency Agreements</u> 25-051 Controlled Substance Abuse Testing; 26-801 Investigation Services; 26-802 Human Resources Consulting Support	
	○ <u>Event Agreements</u> 26-1312 Central Valley Reptile; 26-1313 Just Between Friends; 26-1314 Scott William Bass, Inc; 26-1369 Redo Market; 26-1371 La Mesa RV Center; 26-1373 Snow Jam; 26-1374 SD Card Show; 26-1375 Westward Expos; 26-1376 Gem Faire, Inc.	
	○ <u>Sponsorship Agreements</u> SPO-26-021 LPI, Inc; SPO-26-033 Aqua Paradise	
10.	<u>ADJOURNMENT</u>	



22nd DISTRICT AGRICULTURAL ASSOCIATION

Board of Directors Meeting

Del Mar Fairgrounds

2260 Jimmy Durante Boulevard

Del Mar, CA 92014

December 16, 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:

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

OFFICERS PRESENT

Sam Nejabat, Chair

Lisa Barkett, Vice Chair (via Zoom)

DIRECTORS PRESENT

Mark Arabo

Phil Blair

Donna DeBerry

Michael Gelfand

Kathlyn Mead

Joyce Rowland

Frederick Schenk

OTHERS PRESENT

Joshua Caplan, Deputy Attorney General (Counsel)

Carlene Moore, Chief Executive Officer (CEO)

Tristan Hallman, Chief Communications Officer (CCO)

Katie Mueller, Chief Operations Officer (COO)

Mike Seyle, Chief Administrative Officer (CAO)

CALL TO ORDER

Chair Nejabat called the meeting to order at 9:37 a.m.

ROLL CALL

Chair Nejabat, Vice Chair Barkett, and Directors Arabo, DeBerry, Gelfand, Mead, Rowland, and Schenk were all present. Director Blair arrived at 11:57 a.m.

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Closed Executive Session at 9:38 a.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 11:33 a.m. Chair Nejabat 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 has nothing to report. The Board also met in Closed Session to evaluate the performance of the CEO consistent with government code and has nothing to report.

CONSENT CALENDAR

Chair Nejabat announced that revenue agreement L-2988 AM1 would be removed from the Consent Calendar at the request of District staff, and would be taken up under General Business.

PUBLIC COMMENT ON CONSENT CALENDAR (see pages 6-7 of transcript) Martha Sullivan

Director Gelfand moved to approve the Consent Calendar with the removal of agreement L-2988 AM1. Director Arabo seconded the motion. Chair Nejabat and Directors Arabo, DeBerry, Gelfand, Mead, Rowland, and Schenk all voted in favor. Vice Chair Barkett was not present for the vote due to a technical issue. The motion passed 7-0.

PUBLIC COMMENT ON NON-AGENDA ITEMS (see pages 8-11 of transcript) Allison Prater, Martha Sullivan

EXECUTIVE REPORT

CEO Moore reported that the Don Diego Scholarship Foundation presentation would be rescheduled to the January Board meeting.

- Directors' availability for January 2026 was discussed to assist with scheduling a work plan strategy session.
- District staff is working to schedule several additional open house events across San Diego County to gather community input and ideas as part of the Fairgrounds 2050 initiative.
- CEO Moore attended the first meeting of the California Construction Authority since its new executive officer was appointed.
- December's CDFA Collaborative Exchange included a presentation from the Office of the State Fire Marshal, which is working to develop regulations on battery energy storage systems.
- The District received 26 awards at the 2025 International Association of Fairs and Expositions Convention, and was honored with a Circle of Excellence recognition following an audit by the Outdoor Amusement Business Association.

PUBLIC COMMENT ON EXECUTIVE REPORT (see page 23 of transcript) Martha Sullivan

GENERAL BUSINESS

Director Blair joined the meeting as the Finance Committee report began.

Chair Nejabat announced that the Finance Committee items would be taken out of order, beginning with Item 8-A-3, followed by Item 8-A-2, then Item 8-A-4, and finally Item 8-A-1.

Item 8-A-3: Consideration and vote on the 2026 Delegation of Authority or Temporary Delegation of Authority (Contract Authority, Check Signing Authority, and Credit Card Use Authority)

Chair Nejabat referred to the report on pages 56-60 of the meeting packet.

PUBLIC COMMENT ON ITEM 8-A-3 (see page 24 of transcript)

None

Director Arabo distributed a handout he had produced for the Board's consideration and moved to approve the 2026 Delegation of Authority but lower the threshold for entertainment contracts from \$500,000 to \$200,000. Director DeBerry seconded the motion. Following the Board's discussion, the motion was withdrawn.

Director Rowland moved to approve the 2026 Delegation of Authority as presented in the meeting packet. Director Arabo seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Gelfand, Mead, Rowland, and Schenk all voted in favor. The motion passed 9-0.

Item 8-A-2: Consideration and vote on whether to approve the 2026 Capital Expenditures Budget (or a modified 2026 Capital Expenditures Budget based on Board discussion and public comment)

PUBLIC COMMENT ON ITEM 8-A-2 (see pages 46-47 of transcript)

Martha Sullivan

Director Arabo referred to the report on pages 45-55 of the meeting packet and distributed a handout he had produced for the Board's consideration.

Director Schenk moved to add a capital expenditure to replace two elevators, including the Turf Club elevator, using funds from existing reserves, with a goal of beginning the process in 2026. Director Mead seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, DeBerry, Mead, Rowland, and Schenk voted in favor. Directors Blair and Gelfand were not in favor. The motion passed 7-2.

Directors Rowland and Schenk left the meeting following the vote.

District Facilities Director Brad Mason presented an overview of the Facilities Condition Assessment, identifying immediate deficiencies and long-term needs of the District.

Item 8-A-4: Consideration and vote on whether to authorize the District to replace and modernize three (3) existing video display boards located in the Grandstand, the Paddock, and at 5 Points, all in accordance with District Policies, California law and the Race Track Operating Agreement

Chair Nejabat referred to the report on pages 61-73 of the meeting packet. CAO Seyle presented an update on staff discussions with DMTC and the current supplier regarding the potential replacement of the video screens.

PUBLIC COMMENT ON ITEM 8-A-4 (see pages 117-118 of transcript)
Martha Sullivan

Director Arabo referenced a handout he had produced for the discussion.

Director Arabo moved to authorize modernization and replacement of the three video screens in their existing locations with larger format displays; approve a funding framework whereby DMTC leads the project delivery and the District pays an amount not to exceed \$3 million over five years at \$600,000 per year; and direct staff to support implementation consistent with applicable procurement, CEQA, and permitting requirements. Director DeBerry seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Gelfand, and Mead all voted in favor. The motion passed 7-0.

Director Blair left the meeting following the vote.

Item 8-A-1: Consideration and vote on whether to approve the 2026 Operating Budget (or a modified 2026 Operating Budget based on Board discussion and public comment), including rates and out-of-state travel for employees and Board members

Chair Nejabat referred to the report on pages 28-44 of the meeting packet. CAO Seyle presented an overview of the proposed 2026 Operating Budget and the 2026 Capital Expenditures Budget.

Director Arabo distributed a handout he had produced for the Board's consideration.

PUBLIC COMMENT ON ITEM 8-A-1 (see pages 171-172 of transcript)
Martha Sullivan

Director Mead moved to accept the 2026 Operating Budget and 2026 Capital Expenditure Budget as presented by staff in the meeting packet. Chair Nejabat seconded the motion. Director Gelfand moved to amend the motion to add an expense of up to \$100,000 for a price sensitivity study by an outside consultant. Director Arabo seconded the amended motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, DeBerry, and Gelfand voted in favor. Director Mead was not in favor. The motion passed 5-1.

Revenue Agreement L-2988 AM1

A vote on Verizon lease agreement L-2988 AM1 was postponed to a future Board meeting pending more information. No action was taken by the Board.

Item 8-B: Legal Committee Report

The Legal Committee report can be found on pages 74-88 of the meeting packet.

Director Arabo stated that a news article included in the Board packet misstated his stance on affordable housing. Director Barkett requested that news articles be sent to directors when they are published rather than including them in the Board packet. Director Arabo requested that staff correct the public record when Board positions are inaccurately represented.

PUBLIC COMMENT ON ITEM 8-B (see page 193 of transcript)
None

Item 8-C: Discuss and vote on whether to adopt a District resolution confirming that the simulcast wagering conducted on the District's property best serves the interests of the District

Chair Nejabat referred to the report on pages 89-90 of the meeting packet.

PUBLIC COMMENT ON ITEM 8-C (see page 197 of transcript)
None

Director Barkett moved to adopt the resolution confirming that the simulcast wagering conducted on the District's property best serves the interests of the District. Director Gelfand seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, DeBerry, Gelfand, and Mead voted in favor. The motion passed 6-0.

Item 8-D: Board of Directors' one-way requests for placement of information or action items on an agenda for a future meeting of the District's Board of Directors

Director Arabo requested the ENRA be on the agenda and an action item on whether to continue discussions with the City of Del Mar. Director Gelfand requested a staff report at the January Board meeting on the status of affordable housing discussions with the City of Del Mar regarding potential housing sites, and a vote on whether to continue discussions with the City.

MATTERS OF INFORMATION

Director Arabo called attention to a recent Los Angeles Times article regarding oversight and procurement practices across California fairs.

Contracts executed per the CEO's delegated authority can be found on pages 91-106 of the meeting packet.

ADJOURNMENT

There being no further business to discuss, Chair Nejabat adjourned the meeting at 3:46 p.m.

Carlene Moore
Chief Executive Officer

ITEM 5 – Consent Calendar

January 13, 2026

Expense Contracts

Standard Agreements from Competitive Solicitation

Contract #: 26-002	Contractor: Bar None Group, Inc DBA Pacific Coast Entertainment	Acquisition Method: RFP	Term: 2/1/2026 - 1/31/2027	Not to Exceed: \$84,000.00
Purpose: To provide Grandstand Stage Lighting Equipment and Services for the 2026 San Diego County Fair				

Standard Agreements Exempt from Competitive Solicitation

Contract #: 26-011	Contractor: We Are Kingdom Productions	Categorical Exemption / Exception: Exemption: Marketing and Media Services	Term: 1/15/2026 - 8/31/2026	Not to Exceed: \$80,000.00
Purpose: To strategize, plan, develop, produce, and traffic audio and video content promoting the 2026 San Diego County Fair across social media, TV, and radio ad campaigns				

Interagency Agreements

Contract #: 26-009	Contractor: USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services	Categorical Exemption/ Exception: Interagency	Term: 1/1/2026 - 12/31/2028	Not to Exceed: \$416,825.24
Purpose: To contract directly with a federal agency to provide predator control services for the protection of endangered Least Terns				

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-002

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-40

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

Bar None Group, Inc., DBA Pacific Coast Entertainment

2. The term of this Agreement is:

START DATE

February 1, 2026

THROUGH END DATE

January 31, 2027

3. The maximum amount of this Agreement is:

\$84,000.00

Eighty Four 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	9
Exhibit A, Attachment I	Technical Proposal	10
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B, Attachment I	Pricing Tables	2
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.)

Bar None Group, Inc DBA Pacific Coast Entertainment

CONTRACTOR BUSINESS ADDRESS 7601 Woodwind Drive	CITY Huntington Beach	STATE CA	ZIP 92647
PRINTED NAME OF PERSON SIGNING Ryan Steidinger	TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**EXHIBIT A
SCOPE OF WORK**

A. SERVICES OVERVIEW

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

Bar None Group, Inc., DBA Pacific Coast Entertainment, hereinafter referred to as the Contractor, shall provide to the 22nd District Agricultural Association, herein after referred to as District, the following tasks, technical specifications or equipment requirements described below. All terms are fixed and non-negotiable.

At the direction of District Management, the Contractor shall provide Grandstand Stage Lighting Equipment, in accordance with the specifications herein.

The contract term shall be for one (1) year with the possibility of four (4) one-year options to renew. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

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

22 nd District Agricultural Association	Bar None Group, Inc., DBA Pacific Coast Entertainment
Name: Henry Rivera, Production Director	Name: Ryan Steidinger, CEO
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 9677 Distribution Ave, San Diego, CA 92121
Phone: 858-755-4281	Phone: 619- 331-3560, 714-464-2100
e-mail: hrivera@sdfair.com	e-mail: ryan@goPCE.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.

B. GENERAL REQUIREMENTS

- 1. Contractor agrees to immediately notify District Electrician and Production/ District Manager of any hazardous electrical conditions.**
- 2. Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA) and to comply with National Electric Code (NEC) and other enforcement agencies. All equipment used shall be deemed to be safe and in good condition.**
- 3. Contractor shall be provided limited parking and admission credentials to all workers**
- 4. Contractor shall work with District Management to develop an identification badge for staff to be worn at all times while working for the District. During events, these identification badges shall be presented at entry points designated by District Management.**

EXHIBIT A
SCOPE OF WORK

5. Contractor agrees that no additional charges will be assessed against District for installation, maintenance, or tear-down.
6. The total cost for installation and use of lighting equipment shall include any applicable taxes and any costs associated with maintenance, delivery, set up, tear down, and removal of the equipment, as detailed in Contractor's Financial Proposal. All equipment shall be substantially of the same type, model and capacity as items requested and shall be capable of performing in substantially the same manner as the equipment specified.

C. SCOPE OF WORK

GRANDSTAND STAGE LIGHTING

The District is seeking a qualified individual or company to professionally and efficiently provide the Grandstand Stage Lighting System for the annual San Diego County Fair. Contractor shall provide a professional quality concert lighting system for the Grandstand (Main) Stage, and the personnel to operate and maintain the system. Lighting system must be able to support national touring acts. This is to include some conventional lighting, as well as, intelligent lighting for an audience of up to 9,000 patrons, in an outdoor grandstand area, approximately 175' deep by 400' wide by 180' high. Contractor shall also provide qualified staff (two technicians) in order to properly operate and maintain the system. District will provide labor for rigging and setup. The Grandstand Stage includes past artists such as: Clint Black, David Cook, ZEDD, Pat Benetar, John Pardi, Los Tucanes de Tijuana, Sugarland, Toby Keith, Little Big Town and Bruno Mars. Therefore, lighting quality and aesthetic value of equipment is vital to successful attendance. Contract price to be inclusive of all of the above equipment and services including, but not limited to, implied incidentals such as cartage, fuel, any necessary permits/license, etc.

1 DELIVERABLES/SPECIFICATIONS

A. Rigging:

1. The system must be flown from the stage roof, which is a structural, load bearing roof.
2. Contractor shall provide all rigging necessary to support and operate its system with the project requirements. This will include, but not limited to, the following: rigging lead, correct amount of one ton chain motors needed to support service require herein, motor cables, motor distribution and controller, all steel, shackles, span sets, rigging ropes and block and falls (or motors as applicable) for cable picks.
3. Contractor shall ensure all rigging components are properly rated, inspected, and installed in accordance with manufacturer specifications and applicable safety regulations.
4. Contractor shall be fully responsible for the safe and efficient execution of all rigging activities, coordination with other trades as required, and removal of rigging equipment upon project completion.
5. ***Contractor shall ensure that Fall protection is included and fully integrated with the system, in compliance with all applicable safety regulations.***

EXHIBIT A
SCOPE OF WORK

B. Configuration:

1. Stage dimensions are 60' wide x 40' deep, with a trim height of 40' to the low steel.
2. Basic configuration of the main system should be as follows (please refer to diagram for design and lighting details.) one downstage lighting truss, one mid stage lighting truss and four truss towers flown and rigged from roof.
3. All Main truss sections should be loaded to the maximum complement of instruments. System should include a minimum of 120 instruments (per proposed lighting design). See Legend below for quantities of System shall also include , (four) 4 nine bulb moles, (two) 2 hazers, as well as a set of floor specials.
4. Please refer to this Legend as a guide to requested fixtures.

LX Legend		
	Chauvet Rogue R2X Wash	17
	Elation Platinum Beam 5R 17 Extreme	
	4 Lite LED-Btm	6
	Nitro 510	6
	Elation Platinum 1200 Wash	18
	ADJ Jolt Bar FX	27
	ADJ Hydro Profile	14

5. Floor Specials:

- 8 ADJ Hydro Profile fixtures

EXHIBIT A
SCOPE OF WORK

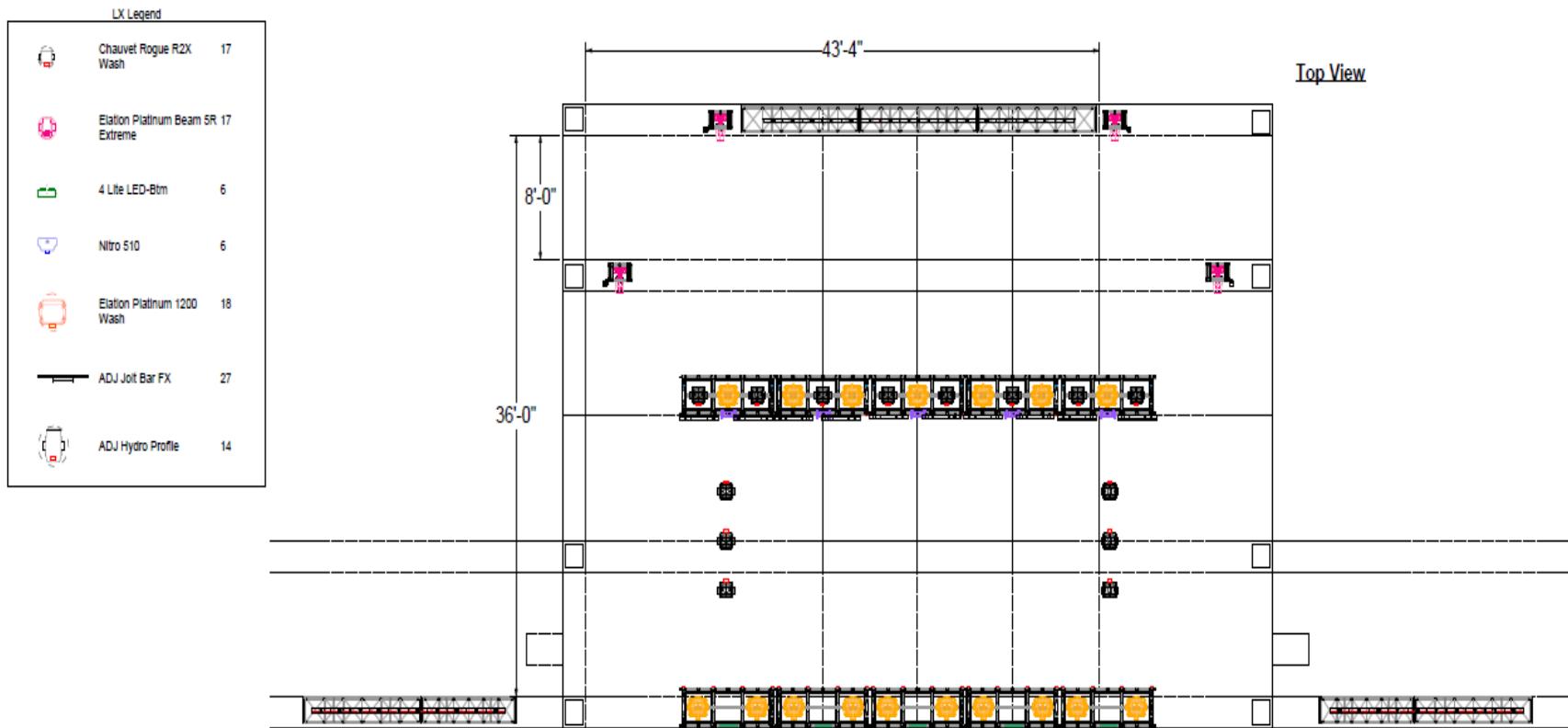
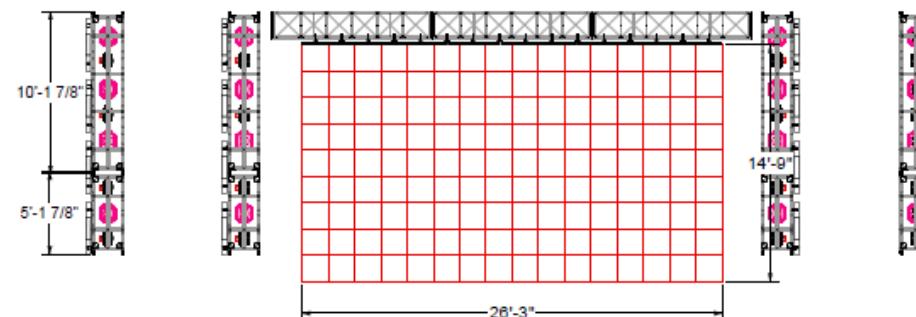
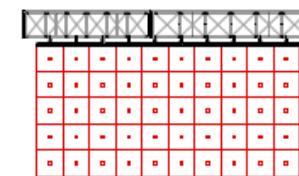
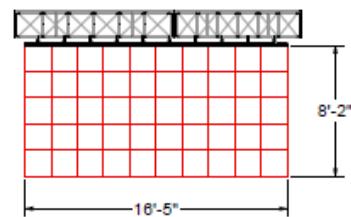


EXHIBIT A
SCOPE OF WORK



Front View

EXHIBIT A
SCOPE OF WORK

Del Mar 60x40 Stage/Roof Front Elevation & Plan

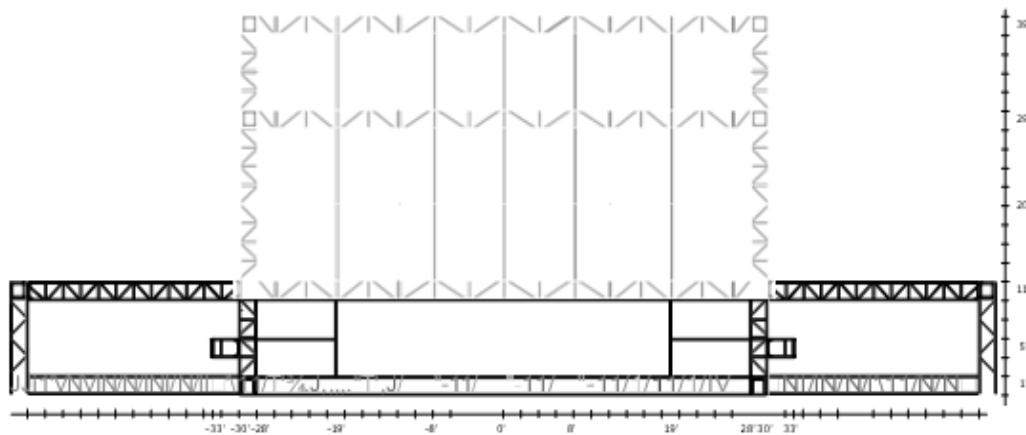
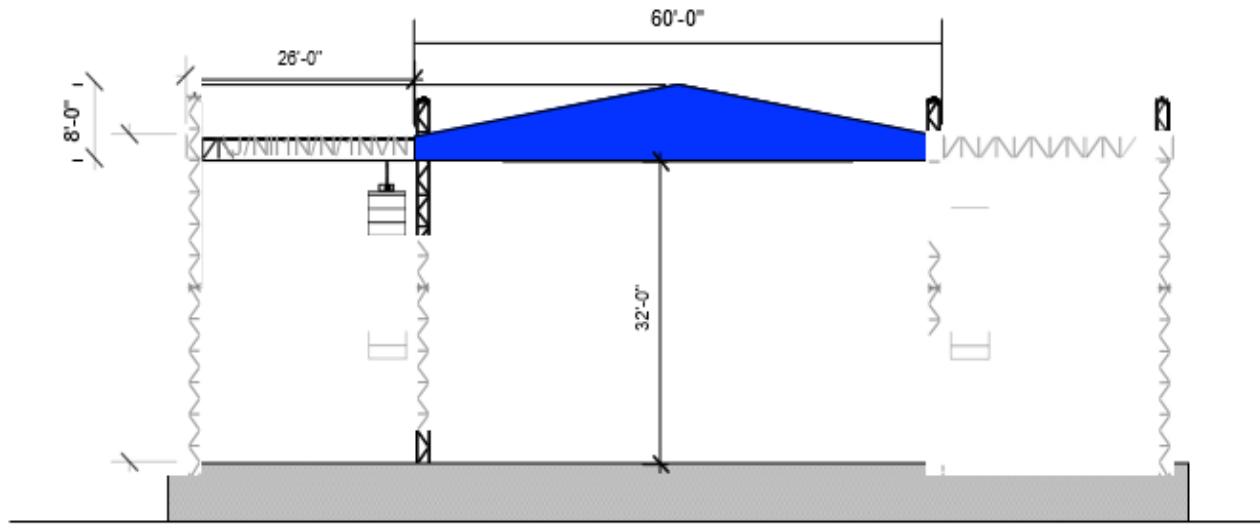


EXHIBIT A
SCOPE OF WORK

C. Controller:

1. Console: High End Systems Hog 4 Series, Grand MA 3, or approved equivalent. If Contractor intends to provide an alternative console, prior written approval from the District Production Director is required before use.
2. Control snake must be at least 300 feet and must have at least the correct amount of DMX universes for lighting control for final lighting design and ability to support any additional lighting additions brought by artist productions.
3. Consoles will be interchangeable within reason for touring Lighting Designer at no cost to the District.
4. ***Any additional console requested by the District will be considered an additional rental at a reasonable and discounted rate, and must be invoiced separately.***

D. DMX Control:

1. Lighting fixtures and controllers will support DMX512 protocol, which include color, movement, intensity and effects.

E. Power Distribution:

1. 100 feet of main feeder cable (x 5 = 500') which meets all applicable CAL/OSHA requirements, as well as all applicable electrical codes is required.
2. All necessary hardware and cable (lugs and tails) for main electrical service tie-in is required.
3. Any and all necessary disconnects, distribution panels, etc. is required.
Note: Main service is 400 amp, 3 phase taken directly off camlock connectors.

F. Spotlights

1. Four (4) Xenon Super Trouper spotlights (or equivalent), with AC cords and gel packs, are required. These spotlights will be placed on the sixth floor (top floor) of the Grandstand.
2. ***Qualified spotlight operators will be provided by the District. Contractor shall not include labor or personnel cost for spotlight operation in their proposal or pricing.***

G. Intercom

1. Seven (7) stations of Clear Com (i.e. four (4) house spots, 1 house board, 1 dimmer rack, 1 stage manager) with all necessary cabling, belt packs and headsets are required.

H. Miscellaneous Lighting:

1. Work lights for a 65'x55' stage LED lights, are required.
2. Stair safety lights for four set of stage stairs LEDs, are required.
3. Loading dock/ramp 32'x32' LEDs, are required.
4. Backstage compound, eighteen (18) LEDs, are required to add ambiance. (area to include catering, trailers and hospitality)

EXHIBIT A
SCOPE OF WORK

5. Walkway area, four (4) LEDs, are required
6. All necessary power cables, adapters, large supply of extension cords, clamps, gels, etc. are required.

I. Personnel:

1. A minimum of two (2) qualified, competent technicians/operators must be provided to set-up, rig, focus, operate and strike the system. Technicians must have at least 3 years of experience on supplied equipment.
2. Technicians must also be available at all times for technical, operational or supervisory assistance.
3. Lead Lighting Technician will also be available to respond to any production questions that might come up during the "advance" phase of planning the event.
4. Technicians must be present for the initial lighting set-up, all twenty-seven (27) days of the Fair and the final lighting strike. Note, dates and duration will vary from Fair to Fair.
5. Technicians must be present each day when the Artist arrives and will remain on-site through the strike of each day or night concert. Average call is twelve (12) hours.
6. Technicians will be on call to operate either house board in cases where the Act does not bring its own lighting director.
7. Technicians will be required to assist in load-out and re-hanging of system whenever the visiting Artist's production services are used.
8. There are to be no more than two (2) different technicians throughout the run of the Fair.
9. Resumes of the technicians proposed to fill these positions shall be submitted. Resume must detail both current and past experience and will be reviewed and considered as part of the selection process during RFP evaluation.
10. Technicians are to be uniformed in appropriate, professional attire.
11. Contractor's personnel shall conduct themselves in a thoroughly professional manner at all times.

12. *There shall be no additional charge to the District or the Act for any of the services listed under Item I above. All such services are included in the contract price.*

J. Maintenance:

1. The system must be loaded in, set-up and checked out to the mutual satisfaction of the Contractor and Production Director two (2) days prior to the opening day of the Fair. The final strike date will be the night of the last day of the Fair.
2. For the Grandstand Stage, the District will provide all labor (stage hands/riggers) and equipment associated with the rigging and physical connections to roof, except the Contractor will provide leads to guide the set up.
3. Contractor shall provide all necessary clamps, safety cable, frames, replacement lamps/bulbs, etc. to keep the system operating at maximum potential.
4. Contractor shall provide all fall protection equipment and ensure it is maintained and inspected regularly.
5. Contractor shall provide prompt repair or replacement of any faulty equipment.

EXHIBIT A
SCOPE OF WORK

6. *Contractor shall include with their submission any technical data, brochures, reviews, specifications sheet, or other relevant documentation. Contract price must be inclusive of all equipment and services referenced herein, including, but not limited to, any implied incidentals such as cartage, fuel, permits, licenses, and all associated technical specifications. No additional charges will be allowed for these items.*

D. DISTRICT RESPONSIBILITIES

1. District will provide limited parking and admission credentials to all contractor personnel working on-site. Replacement charges will apply for any lost or misplaced credentials.
2. District will provide a qualified spotlight operator.
3. District will provide stagehands and riggers to assist with setup, operation, and teardown activities as required.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-011

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-30

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

We Are Kingdom Productions

2. The term of this Agreement is:

START DATE

January 15, 2026

THROUGH END DATE

August 31, 2026

3. The maximum amount of this Agreement is:

\$80,000.00

Eighty 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	6
Exhibit B	Budget Detail and Payment Provisions	3
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

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.)

We Are Kingdom Productions

CONTRACTOR BUSINESS ADDRESS 7258 Margerum Avenue	CITY San Diego	STATE CA	ZIP 92120
PRINTED NAME OF PERSON SIGNING Michael Clark	TITLE CEO		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**EXHIBIT A
SCOPE OF WORK**

1. SERVICES OVERVIEW

A. We Are Kingdom Productions, hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall work closely with the District's marketing team to strategize, plan, develop, produce and traffic audio and video content promoting the 2026 San Diego County Fair across television, radio, pre-roll and social-media advertising campaigns.

B. The services shall be performed at the Contractor's place of business, with production taking place at a to be determined location based on the District approved and agreed to creative concept.

C. The services shall be provided in adherence to the production schedules as outlined in this Exhibit.

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

22 nd District Agricultural Association	We Are Kingdom Productions
Name: Jennifer Hellman, Marketing Director	Name: Mike Clark, CEO
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 7258 Margerum Ave. San Diego, CA 92120
Phone: (858) 792-4227	Phone: (619) 729-5049
e-mail: jhellman@sdfair.com	e-mail: mike@wearekindsompro.com

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

2. Work To Be Performed By Contractor:

A. Background and Goals

a. **Creative Strategy:**

Contractor's creative concept shall leverage five major elements:

1. ***Fair Fun:*** Highlight iconic attractions that define the San Diego County Fair experience—exhilarating rides, outrageous Fair food, midway games, adorable animals, interactive exhibits, and live entertainment. Spots should evoke the nostalgia and childlike excitement that make the Fair a beloved summertime tradition.
2. ***Community:*** Position the Fair as a grassroots celebration of San Diego. From local artisans and farmers to student performers and community organizations,

EXHIBIT A SCOPE OF WORK

creative should spotlight the people and passions that make the Fair a reflection of our region's cultural identity.

3. **Value:** Emphasize the Fair's unbeatable entertainment value. Showcase all-inclusive admission perks such as the wide variety of entertainment and exhibits, along with numerous daily deals and family-friendly discounts that let guests customize their day without overspending.
4. **Theme:** The 2026 theme, "Once Upon a Fair" (Spanish: "Érase Una Vez Una Feria"), invites audiences into a whimsical world inspired by storytelling, fairy tales, and the enchantment of books. Each creative piece should weave in elements of narrative, magic, or literary charm—either literally or metaphorically—to bring this year's theme to life.
5. **FOMO:** Drive urgency and buzz with messaging that reinforces the Fair's limited summer run. Create an emotional hook tied to tradition, spontaneity, and fun, encouraging viewers to mark their calendars and not miss out on this once-a-year celebration.

b. **Customer Profile:**

Contractor shall develop and create content for the following customer profiles:

1. **General Market:** Men, women and children throughout San Diego County; they enjoy coming to the Fair with their families, or with a group of their friends—most have been here before, many make it a family tradition to attend every summer.
2. **Spanish-speaking Market:** Primarily Hispanic audience in San Diego County and secondarily residents of Baja California.
3. **Target Audience:** Adults 18-54 years of age.

4. **Geography:**

- i. Primary: San Diego DMA.
- ii. Secondary: Northern Baja/Tijuana, Temecula/Riverside and South Orange County.

c. **Directives:**

- i. Contractor shall ensure casting is diverse to reflect the County's multicultural demographic makeup and the multi-generational appeal of the Fair.
- ii. Contractor shall ensure that all creative content includes the Fair theme and adheres to all licensing constraints.

d. **Resources:**

Contractor shall incorporate the 2026 Fair branding kit, which includes wordmark, fonts, backgrounds, and graphics in layered files provided by District in all deliverables to ensure visual consistency with all content formats.

B. Project Management and Administration

EXHIBIT A
SCOPE OF WORK

Contractor shall be responsible for the completion of tasks and for deliverables as specified in this Exhibit. In addition, Contractor shall coordinate budgeting and scheduling to ensure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations throughout Agreement term.

Contractor shall ensure that the Agreement requirements are met through completion of monthly progress reports submitted to the District, and through regular communication with the District. Progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement. Contractor shall prepare progress reports that accurately reflect work completed against the production schedules outlined in this Exhibit. Contractor shall invoice District on a monthly basis for payments corresponding to the progress of work completed. Each invoice and accompanying progress report must be submitted by Contractor no later than the fifteenth (15th) day of each month following services rendered.

C. Core Services

Contractor shall provide:

1. Strategic creative planning and development of a monthly content calendar.
2. Creative concept development, scripting, and storyboarding.
3. Pre-production planning, logistics, scheduling, casting, coordination, and permits.
4. On-site and remote production including video, audio, and lighting.
5. Post-production services including editing, audio mixing, music licensing, motion graphics, and captioning.
6. Versioning of deliverables across required aspect ratios (9:16, 1:1, 16:9) and languages (English and Spanish, where applicable).
7. Delivery of finalized, high-quality video and audio files optimized for each use case, adhering to naming conventions and formatting guidelines.
8. Spot trafficking to media outlets and Fairgrounds: Contractor shall be responsible for timely delivery of spots to designated TV and radio stations, ensuring all technical specifications and traffic instructions are met. Final versions must be delivered digitally to District via Dropbox, WeTransfer, or equivalent.
9. Delivery of all raw footage and final edited assets on an external hard drive upon completion of the project.
10. Up to two (2) rounds of revisions per deliverable.

D. Tasks

a. Production Process

Contractor shall develop a schedule, timeline and strategic plan and approach to meet the District's marketing goals over a mutually agreed upon timeframe. The process shall include the following phases:

Phase I: Scheduling & Conceptualizing

- a) Definition of project goals, scope, and core messaging
- b) Creative conceptualizing
- c) Schedule and timeline development
- d) Estimate out-of-scope costs

EXHIBIT A
SCOPE OF WORK

Phase II: Pre-Production

- a) Secure any needed subcontractors
- b) Finalize scripts, storyboard, shot list
- c) Casting approval & talent release forms

Phase III: Production

- a) Capture footage and audio
- b) Develop audio/music assets
- c) Execute motion graphics/animation

Phase IV: Post-Production

- a) Edit and review rough cuts
- b) Finalize audio mixing and color correction
- c) Traffic final assets and deliver raw files

Phase V: Project Review and Analysis

E. Deliverables

Contractor shall provide the following deliverables during the term of this Agreement. Deliverables shall include a combination of broadcast and digital assets, as specified below.

1. Social Media Videos

Contractor shall provide:

- a. Six (6) to eight (8) original video assets monthly from February through July 2026, adapted to 9:16, 1:1, 16:9 formats
- b. Local tagging on Grandstand artist-provided videos, as-needed by District.

2. Broadcast Spots

Contractor shall provide:

- a. **Television:** :30, :15, :10, and :06 commercial spots featuring a mix of high-energy visuals, Fair B-roll footage, motion graphics scripted narration, and licensed music. All spots should reflect the Fair's core messaging pillars (Fun, Community, Value, Theme, FOMO) and will be produced in both English and Spanish. Each spot will include 4-5 variations with rotating promotional callouts tailored to specific campaign needs or value offerings.

- b. **Radio:** :30 audio spots and multiple :15 promotional tag (donut) versions using a blend of voiceover narration and jingle music to reinforce branding. Spots should mirror the messaging and promotional structure of the TV deliverables and will be produced in both English and Spanish. Creative may include interchangeable promotional sections to accommodate multiple versions throughout the campaign flight.

- c. **Delivery Responsibilities:** Contractor shall be responsible for uploading spots to stations and delivering files via Dropbox/WeTransfer.

3. **Ownership:** All deliverables become the exclusive property of District and shall not contain any watermarks or Contractor branding.

4. **Acceptance:** Deliverables shall not be considered final until accepted and approved by District.

F. Proposed Broadcast Production Tasks and Deliverables Schedule

EXHIBIT A
SCOPE OF WORK

Task	Deliverable	Deliverable Due Date
Phase I: Scheduling & Conceptualizing	Written project goals, scope definition, core messaging framework, creative concept and preliminary schedule/timeline	Mid-January, 2026
Phase II: Pre-Production	Final scripts, storyboards, shot lists, casting approvals, talent release forms, and secured subcontractors.	Late January 2026
Phase III: Production	Completed capture of video footage and audio recordings: initial audio/music assets created; motion graphics/animation executed.	Early February 2026
Phase IV: Post-Production	Rough cut versions of all broadcast and digital video deliverables prepared	Late February 2026
Phase IV: Post-Production	Rough cut versions of broadcast television, radio spots, and digital assets submitted to District for review.	February 28, 2026
Phase IV: Post-Production	Final, District-approved broadcast and digital deliverables (TV, radio, social media, all required versions, aspect ratios, and languages); raw footage delivered.	March 12, 2026
Phase V	Project Review Summary & Analysis	July 15, 2026

Broadcast Production Deliverable due dates are tentative and subject to change. Contractor shall be notified of any adjustments in writing.

G. On-Site Production to include approximately ten (10) scheduled dates capturing audio and video for full range of pre-Fair and Fairtime coverage. Sample schedule below:

Employee Engagement	February 2026
Competitive Exhibits	February 2026
Community Press Event	February 2026
Theme Press Event	April 2026
Sneak Peek Press Event	May 2026
Fair Opening Day	June 11, 2026
Fair Food Competition	June 12, 2026
Fair B-Roll (3 days)	June 2026

On-Site production dates are tentative and subject to change. Contractor shall be notified of any adjustments in writing.

3. Contractor Responsibilities

1. Contractor shall be responsible for ensuring appropriate licensing is obtained for all graphics, photos, music and motion video used in this production. These assets may be used in perpetuity in advertising and promotions for the 2026 San Diego County Fair campaign. Contractor shall provide proof of licensing for such media to the District.

EXHIBIT A
SCOPE OF WORK

2. Contractor shall be responsible for obtaining appropriate talent release forms from all talent featured in this production. Talent likeness may be used in perpetuity in still and video advertising and promotions for the 2026 San Diego County Fair campaign. Contractor shall provide copies of talent release forms to the District.
3. Contractor shall be responsible for providing District with final spots and raw footage on an external drive upon completion of the production.

4. District Responsibilities

1. District will provide 2026 San Diego County Fair branding kit, including event wordmark, fonts, backgrounds and support graphics in layered files to ensure visual consistency across all content formats
2. District will promptly respond to Contractor questions and provide feedback on creative direction, script development, casting, costumes, props and production and post-production.

5. Out-of-Scope Services

The following services are out-of-scope and not included in this Agreement. While these services are not anticipated to be required at the time of this Agreement, should the need for these services arise, prior written approval by the District is required, and all associated fees shall be negotiated and agreed upon in writing before commencement of work.

- a. 3D/complex VFX
- b. Set construction
- c. On-camera talent (excludes voiceover)
- d. Live broadcast switching
- e. Major revisions
- f. Travel beyond San Diego County, with travel reimbursement in accordance with the California Department of Human Resources (CalHR) rates.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-009

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-00

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS) Wildlife Services

2. The term of this Agreement is:

START DATE

January 1, 2026

THROUGH END DATE

December 31, 2028

3. The maximum amount of this Agreement is:

\$416,825.24

Four Hundred Sixteen Thousand Eight Hundred Twenty Five Dollars and Twenty 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
	USDA APHIS Wildlife Services – Cooperative Service Agreement	5
	USDA APHIS Wildlife Services – Work and Financial Plan	8

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.)

USDA APHIS Wildlife Services

CONTRACTOR BUSINESS ADDRESS 10365 #200 Old Placerville Rd.	CITY Sacramento	STATE CA	ZIP 95827
PRINTED NAME OF PERSON SIGNING Jeffrey B. Flores	TITLE State Director		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
CONTRACTOR BUSINESS ADDRESS Western Regional Office, 2150 Centre Avenue, Building B, Mail Stop 3W9	CITY Fort Collins	STATE CO	ZIP 80526-8117
PRINTED NAME OF PERSON SIGNING Wendy Anderson	TITLE Director, Western Region		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

COOPERATIVE SERVICE AGREEMENT
between
22nd District Agricultural Association- Del Mar Fairgrounds (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to conduct Wildlife Damage Management (WDM) activities for the protection of endangered California least terns (*Sternula antillarum browni*) and Western Snowy Plovers (*Charadrius alexandrinus nivosus*) and their nests at designated nesting sites throughout the San Dieguito Lagoon Restoration Area located in Del Mar, San Diego County, California.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan, provided that any such amendments, modifications, addition, or deletions are subject to the approval by the 22nd DAA Board.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$2,000 or less per unit, purchased directly with funds from the cooperater for use on this project, shall be subject to disposal according to APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations

and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$2,000 or more per unit, and carried over from a purchase directly with funds from the cooperator for use on this project shall require prior written approval by the 22nd DAA. All other equipment purchased for the program that is over \$2000 per unit (with the exclusion of firearms, firearms suppressors, and thermal units which cannot be transferred) is and will remain the property of 22nd DAA.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Dustin Fuller, Supervisor Environmental Planner
22nd District Agricultural Association-Del Mar Fairgrounds
2260 Jimmy Durante Blvd. Del Mar, CA 92014
Ph: 858-755-1161
Email: dfuller@sdfair.com

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties, and approved by the 22nd DAA Board, before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Jeffrey B. Flores, State Director
USDA APHIS Wildlife Services, CA
10365 #210 Old Placerville Rd, Sacramento, CA 95827
Ph: 916-979-2029
Email: jeffrey.b.flores@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent either party from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on January 1, 2026, and shall continue through December 31, 2030, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to affecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 95-6003191
APHIS-WS's Tax ID: 41-0696271

Cooperator:

Dustin Fuller, Supervisor Environmental Planner Date
22nd District Agricultural Association-Del Mar Fairgrounds
2260 Jimmy Durante Blvd. Del Mar, CA 92014
Ph: 858-755-1161
Email: dfuller@sdfair.com

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Jeffrey Flores, CA State Director
USDA, APHIS, WS
10365 #200 Old Placerville Rd.
Sacramento, CA 95827
Ph: (916) 979-2029

Wendy Anderson, Director, Western Region
USDA, APHIS, WS
Western Regional Office
2150 Centre Avenue, Building B
Mail Stop 3W9
Fort Collins, CO 80526-8117
Ph: (970) 494-7394

**USDA APHIS WILDLIFE SERVICES
WORK AND FINANCIAL PLAN**

COOPERATOR:	22nd District Agricultural Association, Del Mar Fairgrounds
COOPERATIVE AGREEMENT NO.:	26-7306-7572-RA
ACCOUNT WBS:	AP.RA.RX06.73.0338
AGREEMENT DATES:	January 1, 2026 – December 31, 2028
AGREEMENT AMOUNT:	CY26 \$135,009.57 CY27 \$139,111.78 CY28 \$142,703.92

Pursuant to Cooperative Service Agreement No. 23-7306-7772-RA between Cooperator and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS), this Work and Financial Plan defines the objectives, plan of action, resources, and budget for cooperative wildlife services program.

OBJECTIVES/GOALS

APHIS-WS objective is to provide professional wildlife damage management assistance to reduce or manage damage caused by potential avian and mammalian predators of the California least tern (*Sternula antillarum browni*) and the federally threatened western snowy plover (*Charadrius alexandrinus nivosus*).

Specific goals are:

1. To provide direct assistance for Cooperator from wildlife conflicts or damage.
2. To provide direct assistance in the form of educational information.
3. To protect endangered California least terns (*Sternula antillarum browni*) (LETE) and federally threatened western snowy plover (*Charadrius alexandrinus nivosus*) (WSP) and their nests from predation at nesting sites at San Dieguito Lagoon.

PLAN OF ACTION

The objectives of the wildlife damage management program will be accomplished in the following manner.

1. APHIS-WS will provide technical assistance and or direct management at times and locations for where it is determined there is a need to resolve problems caused by wildlife. Management efforts will be directed towards specific offending individuals or local groups of animals. Method selection will be based on an evaluation of selectivity, humaneness, human safety, effectiveness, legality, and practicality.

Technical Assistance: APHIS-WS' personnel may provide verbal or written advice, recommendations, information, demonstrations, or training to use in managing wildlife damage problems. Generally, implementation of technical assistance recommendations is the responsibility of the resource/property owner.

Direct Management: Direct management is usually provided when the resource/property owner's efforts have proven ineffective and technical assistance alone is inadequate. Direct management methods/techniques may include trap equipment, shooting, and other methods as mutually agreed upon.

2. USDA-APHIS-WS District Supervisor Brian Bonesteel, California South District 7, will supervise this project, (619) 561-3752, This project will be monitored by Jeffrey B. Flores, WS-California State Director, in Sacramento, California, (916) 979-2675. The main point of contact for the cooperator will be Supervisor Environmental Planner Dustin Fuller, (858) 792-4212.
3. APHIS-WS will invoice Cooperator monthly for actual costs incurred in providing service, provided there are billable expenses posted at the time of billing for the quarter of service. The combined monthly billings for the performance period in this Work and Financial Plan will not exceed **\$135,009.57 for CY 2026, \$139,111.78 for CY 2027, and \$142,703.92 for CY 2028**. In some cases, the work is done during the period of performance, but expenses post outside of the agreement end date, resulting in a final invoice one quarter after the period of performance has ended.
4. In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS-WS are due and payable within 30 days of the invoice date. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors

have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

PROCUREMENT

The cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged, or lost supplies/equipment. Any items remaining at the end of the agreement with a purchase price of less than \$2000 per unit will remain in the possession of APHIS-WS. Any items with a purchase price greater than \$2000 per unit (with the exclusion of firearms, firearms suppressors, and thermal units that cannot be transferred) shall become the property of the 22nd District Agricultural Association.

STIPULATIONS AND RESTRICTIONS:

1. All operations shall have the joint concurrence of APHIS-WS and Cooperator and shall be under the direct supervision of APHIS-WS. APHIS-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and regulations. (see Attachment A)
2. APHIS-WS will cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, California Department of Transportation, California Fire marshal's Office, county and local city governments, and other entities to ensure compliance with Federal, State, and local laws and regulations.
3. Wildlife Damage Management: A Work Initiation Document for Wildlife Damage Management (WS Form 12A), a Work Initiation Document for Wildlife Damage Management – Multiple Resource Owners (WS Form 12B) or a Work Initiation Document for Management of Wildlife Damage on Urban Properties (WS Form 12C) will be executed between APHIS-WS and the landowner, lessee, or administrator before any APHIS-WS work is conducted.

COST ESTIMATE FOR SERVICES:

Salary, including possible overtime, benefits, vehicle, supplies, and material costs are charged at actual cost. The distribution of the budget for this work plan may vary as necessary to accomplish the purpose of this Agreement. See Attachment B for a description of supplies and services.

CY2026

Cost Element	Full Cost
Personnel Compensation	\$91,007.20
Travel	\$864.00
Vehicles	\$6,236.08
Other Services - CEC	\$4,574.05
Supplies and Materials	\$3,500.00

Subtotal (Direct Charges)		\$106,181.33
Pooled Job Costs	11.00%	\$11,679.95
Indirect Costs (WS)	16.15%	\$17,148.29
Agreement Total		\$135,009.57

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$135,009.57

CY2027

Cost Element	Full Cost
Personnel Compensation	\$94,084.08
Travel	\$864.00
Vehicles	\$6,385.48
Other Services - CEC	\$4,574.05
Supplies and Materials	\$3,500.00

Subtotal (Direct Charges)	\$109,407.61
Pooled Job Costs	11.00%
Indirect Costs (WS)	16.15%
Agreement Total	\$139,111.78

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$139,111.78

CY2028

Cost Element	Full Cost
Personnel Compensation	\$92,012.80
Travel	\$864.00
Vehicles	\$7,281.88
Other Services - CEC	\$4,574.05
Supplies and Materials	\$3,500.00

Subtotal (Direct Charges)	\$112,232.73
Pooled Job Costs	11.00%
Indirect Costs (WS)	16.15%
Agreement Total	\$142,703.92

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$142,703.92

AUTHORIZATION:

22nd District Agricultural Association
Del Mar Fairgrounds
Carlene Moore, CEO
2260 Jimmy Durante Blvd. Del Mar, CA 92014
Email: cmoore@sdfair.com
Ph: 858-755-1161 ext. 4202
TIN# 95-6003191

Cooperator Representative

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Jeffrey B. Flores, State Director, California

Date

Wendy Anderson, Director, Western Region

Date

ATTACHMENT A
PREDATOR MANAGEMENT PROTOCOL
FOR SAN DIEGUITO LAGOON CALIFORNIA LEAST TERN SITES

The purpose of this Agreement is to protect the state and federally listed endangered California least tern (*Sternula antillarum browni*) (tern) and the federally listed threatened western snowy plover (*Charadrius alexandrinus nivosus*) (plover) from predation at San Dieguito Lagoon Restoration area (Lagoon) located in Del Mar, San Diego County, California.

During the 2025 California Least Tern nesting seasons.

WS ACTIVITIES:

WS shall conduct a predator control program in accordance with the Agreement as follows:

1. For the purposes of this Agreement, the 22nd District Agricultural Association-Del Mar Fairgrounds shall be referred to as the Cooperator.
2. The tern and plover breeding sites include 4 locations within the Lagoon known as NS11, NS12, NS13, and NS14. In addition to known nesting areas, areas within the Lagoon that provide roosting, loafing or foraging areas for terns, plovers and/or predators shall be routinely monitored throughout the contract period. A map identifying these areas will be established in coordination with the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), the 22nd District Agricultural Association (DAA), and the Cooperator.
3. This Agreement provides for field effort and report writing by a dedicated Wildlife Services Specialist and for supervision throughout the contract period as outlined below. The duration of this Agreement is from January 1, 2025, through December 31, 2025.
4. Predator management activities will be conducted by WS personnel in cooperation with the CDFW, the USFWS, the DAA, and in close coordination with the Cooperator and biological monitors. Coordination shall consist of a minimum of weekly contact (e-mail, telephone or meeting) with the Cooperator and the contract monitors, and daily recording in the site logbooks. A minimum of one each pre-season and post season meetings with the Cooperator, project managers, and contract monitors will be held to discuss communication, expectations and recommendations.
5. All activities will be conducted in accordance with applicable Federal, State and local laws and regulations.
6. Wildlife Services will provide direct control of native and non-native predators as well as technical assistance in solving and preventing predation issues. Preventative measures include but are not limited to routine inspection and minor repairs of site fencing and removal of predator perches to the extent practical. Predator havens, hazardous obstacles or other site conditions that may contribute to increased predation shall be reported to the Cooperator as

soon as they are discovered. Human safety and maximum effectiveness will determine methods, techniques, and trap locations.

7. Direct control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators of terns and plovers. Wildlife Services will, in consultation with the Cooperator, select, develop and/or construct the predator control techniques and methods as required. Predator management strategies and methods applied will be determined based on the following factors: public safety, status of tern/plover breeding activities, public exposure and use of Lagoon and surrounding areas, and other criteria that may affect predator management. Wildlife Services will provide all materials, equipment and supplies to be used to manage predators. The Cooperator will provide materials, equipment and supplies needed to maintain the sites in as predator-free condition as possible, as determined jointly by WS and the Cooperator.
8. Disposition of non-target and target animals will be coordinated with the Cooperator and project managers. Raptors, to the maximum extent practical, shall be live trapped and transported to accredited facilities for temporary holding and/or approved relocation. In most cases, target mammals captured will be euthanized. According to state law, mammals are not authorized for relocation, except in rare cases under specific written guidance from CDFW. Care shall be taken to be discreet and sensitive to the public perception of predator management activities throughout the agreement period. All identifiable pets (including all dogs) will be released to the Central County Shelter located at 5480 Gaines Street, San Diego, CA 92110 (619)236-4250, or the North County Shelter located at 2481 Palomar Airport Rd., Carlsbad, CA 92009-1531 (760)438-2312 or (760)746-7307.
9. Wildlife Services and the Cooperator will coordinate on the schedule and frequency of site visits to ensure that sufficient coverage is maintained at all sites to effectively reduce tern and plover predation incidents, to the extent possible.
10. Intensive trapping or removal efforts may be required at any given time if documented predation has occurred by specific species. Wildlife Services will be available to survey the vicinity as soon as it is possible and take action to eliminate the predator. The Cooperator/project managers should be contacted immediately if the predator is a listed or sensitive species.
11. A monthly report summarizing predator management efforts shall be provided to the Cooperator by the 10th working day of each month, during the nesting season (May-Aug). This monthly summary shall include, but not be limited to, numbers, species and locations of predators removed, hours worked, and any other significant information.
12. A final draft report of activities conducted will be submitted to the Cooperator by December 31 of each contracted year. The written report shall include, at a minimum, the following sections: Methods, Results, Discussion, and Recommendations. An electronic version shall also be supplied in Microsoft Word. Within two (2) weeks of receipt of the draft report, the Cooperator will submit his/her requested comments to WS for consideration. The final report will be submitted to the Cooperator no later than January 31 of each contracted year.
13. Sections of this agreement may be amended to reflect new information, changes in site conditions or biological situations, or an alteration of personnel requirements.
14. The performance of Wildlife Damage Management actions by Wildlife Services under this agreement is contingent upon a determination by Wildlife Services that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any

other applicable environmental statutes. Wildlife Services will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ATTACHMENT B

Schedule of Supplies / Services

WS Description of WS Supplies and Services: 01/01/2026 – 12/31/28.

Salaries:

Salary hours associated with this project include, but are not limited to, providing technical assistance, field work, equipment maintenance, vehicle maintenance, boat maintenance, mandatory training, annual leave, sick leave, awards, travel to and from official duty station, data entry, data analysis, project coordination, administrative support, health and retirement benefits, taxes, etc. These salaries provide the Wildlife Services Specialists that help meet the goals and fulfill the duties outlined in the AWP. Examples of this work include, but are not limited to, smolt protection from avian predators through harassment, providing facility and project protection from pigeons and marmot damage through a lethal removal program.

Vehicles Operating Costs:

The vehicle provides transportation of personnel and equipment assigned to the project. A flat rate is charged per vehicle used, per pay period that cooperatively funds vehicle operating costs. Vehicle operating costs include but are not limited to repair and maintenance, fuel consumption, oil changes, tire replacement, tire changes seasonally, and eventual vehicle replacement and depreciation costs resulting from wear and tear. All costs will be supported by appropriate documentation, including receipts for fuel and maintenance, and any other records that substantiate the costs claimed.

Supplies:

The supply charge is based on the quantity of supplies anticipated to be used for an operating project during the work period. Costs include, but are not limited to pyrotechnics, pyrotechnic launchers, traps and trap materials, office supplies, binoculars, ammunition, firearm maintenance cost, uniform allowance, computer accessories for data entry, euthanasia equipment, wildlife capture, restraint and handling devices, spotlights, and similar supplies and equipment. All costs will be supported by appropriate documentation, including receipts or invoices, and any other records that substantiate the costs claimed.

Training / Travel:

A flat rate is budgeted per project for costs associated with training for all specialists for that project. Costs include, but may not be limited to, the cost of on-line training, reimbursement of travel costs, per diem, lodging, training facilities rentals, instructor fees and training materials for seasonal and full-time employees related to individual operating projects. All costs will be supported by appropriate documentation, including receipts or invoices, and any other records that substantiate the costs claimed.

Pooled Job Costs:

Pooled Job Costs (11% of subtotal) covers costs that may not be directly associated with one particular project and are distributed across all identifiable projects to which the costs pertain. Costs may include supervision not directly charged, employee retirement, severance, sick leave, self-insurance, OWCP costs, and vehicle, boat, and camp trailer repair and replacement. All costs will be supported by appropriate documentation, such as payroll records, benefits

statements, maintenance and repair receipts, or other records that substantiate the costs claimed.

Administrative Costs:

Administrative costs (16.15 % of subtotal) cover administrative infrastructure in the U.S. Department of Agriculture APHIS-WS.



Item 7, Executive Report

Executive Summary of the November Financials

[Information Item]

Overview

Accompanying this Report are preliminary financial reports for November 2025. Figures are subject to final close adjustments.

The Balance Sheet includes the consolidated activity of 22nd DAA, State Race Track Leasing Commission (SRTLC), and Del Mar Race Track Authority (RTA). The Income Statement reflects only 22nd DAA operations and programs.

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 in reporting (for example, March is reported to the Board in May). Comparative data for fiscal years 2023 and 2024 are included to provide historical context.

About the Financial Statements

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.

Executive Summary

The 22nd DAA's overall financial position through November 2025 remains favorable compared to the approved budget. Operations for the month of November exceeded expectations by \$506K, while year-to-date results are ahead of budget by nearly \$4.3M. This positive variance is driven primarily by expense savings in Payroll, Professional Services, Program Services and Supplies that offset the previously reported lower-than-budgeted revenue figures for Gate Admissions, Midway, and Parking. The 22nd DAA's cash balance through November is higher than the same period in 2024.

Monthly Performance (October 2025)

In November, revenues were 16% (\$985K) below budget, primarily due to an

overestimation of Food & Beverage (F&B) revenues for the second day of the Breeders' Cup event and fall meet, and three fewer shows at The Sound than planned, including the canceled Stray Cats and Engelbert Humperdink shows. Overall, F&B sales fell short of the forecast by 24% (\$960K) during the month. Parking revenues were also short of the forecast by approximately \$35K, largely due to the lower number of shows at The Sound.

<u>Category</u>	<u>Status</u>	<u>Variance</u>	<u>Notes</u>
Total Revenues	●	-16% / -\$985K	F&B lower than forecasted sales.
Operating Expenses	●	-16% / -\$849K	Savings in payroll, professional services, programs expenses.
Savings			
Food & Beverage Revenues	●	-24% / \$960K	Overestimation of Day two of Breeders' Cup and Fall meet in general and three fewer shows at The Sound than budgeted.
Facility Rentals	●	-2% / \$26K	Lower variable rent by DMGC, HITS, Golf Mart (terminated), but higher RV rentals.
Parking Revenues	●	-36% / -\$35K	Three fewer shows at The Sound than budgeted.

Year-to-Date Performance (Jan–Nov 2025)

For the first 11 months of 2025, results remain favorable compared to budget by approximately \$4.3M. This variance is almost entirely expense-driven, with year-to-date costs running below forecast by 9% (\$7.4M). Savings were realized across payroll, contracted professional services, and facility-related costs. Revenues were short of budget by 4% (-\$3.0M). Sponsorships and interest earnings remain a bright spot, exceeding budgeted revenues by 33% (\$673K) and 96% (\$539K), respectively. As previously reported, Facility Rentals and Concessions (which include ride-and-game operations and food concessions) trailed expectations.

<u>Category</u>	<u>Status</u>	<u>Variance</u>	<u>Notes</u>
Total Revenues	●	-4% / -\$3.0M	Driven primarily by Fair-related categories, KAAOO 2025 cancelation, and lower F&B during the Fall meet and Breeders' Cup.
Operating Expenses	●	-9% / -\$7.4M	Expense savings across multiple areas
Concessions Revenue	●	-5% / -\$2.6M	Midway under budget (-8%); F&B down by -4% vs. budget.
Payroll & Related	●	-10% / -\$1.9M	Vacancies and reduced temp labor
Professional Services	●	-9% / -\$2.9M	Reduced expenses to date; additional spend expected in Nov/Dec
Admissions	●	-6% / -\$870K	Driven by Fair attendance
Facility Rentals	●	-5% / -\$518K	Below budget expectations
Parking Revenues	●	-16% / -\$1.1M	Driven by Fair and event attendance, including shows at The Sound.
Sponsorships	●	+32% / +\$673K	Well above forecast

Key Definitions

- Restricted Cash (RTA): Funds held in trust to cover Race Track Authority bond obligations.
- Deferred Revenue: Advance payments for future events, recognized in the event month.
- Accrued Employee Leave: Current value of accrued leave owed upon separation.

Legend

- Favorable financial impact (better than budget)
- Neutral financial impact / on target
- Unfavorable financial impact (worse than budget)

22nd DAA
Consolidated Balance Sheet (DAA, RTA, RTLC)
As of November 30, 2025

	2025	2024	2023
Assets			
1 Cash	\$ 25,669,905	\$ 31,609,572	\$ 37,922,595
Reserves - BOD as DAA Reserved Funds	11,250,000	-	-
Reserves - Surf & Truf Utility	46,086	-	-
Restricted Cash - JLA	132,555	79,212	58,624
2 Restricted Cash - F&B Equipment Fund	17,607	24,390	46,884
3 Restricted Cash - RTA	9,512,375	10,824,121	12,841,594
Total Cash and Cash Equivalents	<u>46,628,527</u>	<u>42,537,294</u>	<u>50,869,697</u>
Accounts Receivable	2,182,497	2,500,365	1,033,618
Prepaid Expenses	585,630	428,098	495,785
4 Deferred Outflows Pension	7,035,722	7,035,722	5,298,571
Total Current Assets	<u>9,803,849</u>	<u>9,964,186</u>	<u>6,827,974</u>
Land and Land Improvements	46,998,212	46,998,212	45,166,113
Building and Improvements	218,544,813	218,544,813	217,564,033
Equipment	40,832,219	39,838,732	38,849,439
Capital Projects in Process	1,327,601	2,512,064	1,806,615
Accumulated Depreciation	(202,196,701)	(201,299,844)	(190,860,590)
Total Capital Assets	<u>105,506,145</u>	<u>106,593,976</u>	<u>112,525,609</u>
Total Assets	<u>\$ 161,938,521</u>	<u>\$ 159,095,456</u>	<u>\$ 170,223,281</u>
Liabilities			
Accounts Payable	7,717,916	8,705,774	6,306,743
Payroll Liabilities	1,316,745	1,296,867	741,603
Accrued Liabilities	1,843,432	1,663,890	1,908,438
Other Current Liabilities	(989,291)	(1,543,214)	311,114
6 Deferred Revenue	1,996,442	2,417,054	2,115,043
5 Current Long Term Debt	1,291,581	2,205,891	2,803,553
7 Accrued Employees Leave Liabilities	1,396,889	1,153,394	1,368,877
8 Long Term Debt	51,434,533	54,268,490	57,789,275
Reserve - F&B Equipment Fund	461,233	95,640	117,001
Reserve - JLA	60,691	43,292	36,607
4 Pension Liability	21,689,419	21,553,556	40,124,480
4 Deferred Inflows - Pension	1,717,258	1,717,258	1,754,199
Total Liabilities	<u>89,936,849</u>	<u>93,577,892</u>	<u>115,376,932</u>
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	8,511,594	13,375,096	2,435,515
Total Net Resources	<u>72,001,673</u>	<u>65,517,564</u>	<u>54,846,349</u>
Total Liabilities and Net Resources	<u>\$ 161,938,521</u>	<u>\$ 159,095,456</u>	<u>\$ 170,223,281</u>

- 1- Minimum Operating Fund Balance (Policy 4.05) requirement is \$19,933M.
- 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 CDF/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 \$27.3M; Ibank WQI \$5.7M; Ibank Sound \$12.6M; Premier \$1.3M; Energy Efficiency \$3.1M; CalPers SB84 \$1.5M.

22nd DAA
Income Statement
For the Period Ending November 30, 2025
DAA

	November 2025			Year-to-Date			Full 2025
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	0	0	0	13,585,320	14,441,375	(856,055)	14,441,375
Gates	0	0	0	13,585,320	14,441,375	(856,055)	14,441,375
Concessions Revenue	3,024,308	3,995,188	(970,880)	46,405,594	48,998,465	(2,592,871)	49,286,503
Food & Beverage Contra	3,024,308	3,984,188	(959,880)	24,255,833	25,366,006	(1,110,173)	25,641,444
Other Food & Beverage	0	0	0	4,861,841	4,820,000	41,841	4,820,000
Midway	0	0	0	17,160,093	18,697,839	(1,537,746)	18,697,839
Facility Rentals Revenue	1,775,125	1,801,482	(26,357)	9,244,387	9,762,782	(518,395)	10,079,614
Commercial	0	0	0	3,261,660	3,549,710	(288,050)	3,549,710
Racetrack	1,525,000	1,525,000	0	2,025,000	2,025,000	0	2,025,000
Leases Revenue	55,027	51,164	3,863	597,336	554,836	42,500	606,000
Program Revenues	78,236	125,135	(46,899)	6,584,374	7,779,398	(1,195,024)	8,007,033
JLA	0	0	0	54,692	22,500	32,192	22,500
Parking	62,310	98,135	(35,825)	5,754,912	6,869,298	(1,114,386)	7,070,933
Participation Fees	0	0	0	284,385	380,000	(95,615)	380,000
Satellite Wagering	15,926	27,000	(11,074)	490,386	507,600	(17,214)	533,600
OPERATING REVENUE TOTALS	4,932,696	5,972,969	(1,040,273)	76,417,011	81,536,856	(5,119,845)	82,420,525
Contributions	3,900	3,900	0	2,768,825	2,115,940	652,885	2,039,840
Sponsorships	3,900	3,900	0	2,752,865	2,079,940	672,925	1,303,840
Other Non-Operating Revenue	18,687	13,299	5,388	1,904,745	830,469	1,074,276	1,025,905
Interest Earnings	0	0	0	1,101,732	562,500	539,232	750,000
Reimbursed Costs	91,600	44,591	47,009	1,954,648	1,898,598	56,050	2,158,954
Prior Year Revenue	2,665	0	2,665	313,447	0	313,447	0
NON-OPERATING REVENUE TOTALS	116,851	61,790	55,061	6,941,665	4,845,007	2,096,658	5,224,699
TOTAL REVENUE	5,049,547	6,034,759	(985,212)	83,358,676	86,381,863	(3,023,187)	87,645,224
EXPENSES							
Payroll & Related Expense	1,114,069	1,328,558	214,488	16,777,001	18,675,911	1,898,910	20,004,959
Professional Developer	19,443	22,198	2,755	113,880	275,060	161,180	321,308
Professional Services Expense	2,740,075	3,246,305	506,230	28,580,908	31,428,627	2,847,719	32,343,018
Food & Beverage Expens	2,553,591	2,895,020	341,429	19,576,979	19,932,622	355,644	20,424,275
Insurance Expense	155,502	170,999	15,497	1,914,816	1,934,709	19,893	2,175,708
Facility & Related Expense	302,198	389,187	86,989	6,682,634	7,095,397	412,763	7,560,830
Equipment & Small Ware	0	0	0	108,532	0	(108,532)	0
Telephone & Internet	8,064	8,439	375	94,737	91,664	(3,073)	100,318
Repairs & Maintenance	21,275	80,296	59,021	874,326	987,256	112,930	1,066,052
Utilities	266,862	291,328	24,466	3,568,079	3,695,642	127,563	4,064,500
- Electricity	149,182	-	-	1,881,147	-	-	-
- Water	6,096	-	-	835,504	-	-	-
Supplies Expense	20,932	51,025	30,093	1,411,101	1,936,420	525,319	1,971,470
Marketing & Related Expense	12,882	5,000	(7,882)	1,313,284	1,427,175	113,891	1,427,175
Program Expenses	38,016	38,844	828	16,235,940	17,596,338	1,360,398	17,624,610
Prizes & Premiums	0	0	0	95	0	(95)	0
Artists & Entertainment	0	0	0	5,994,254	6,400,850	406,596	6,400,850
Midway Operator Expen:	0	0	0	9,758,190	10,545,194	787,004	10,545,194
Other Operating Expense	72,456	74,770	2,314	2,199,225	2,437,853	238,629	2,515,339
Bank & Service Fees	6,949	9,210	2,261	1,436,138	1,656,768	220,631	1,668,694
Interest Expense	65,517	65,560	43	743,015	743,880	865	809,440
OPERATING EXPENSE TOTALS	4,456,129	5,304,688	848,558	75,114,909	82,532,431	7,417,522	85,623,109
Other Non-Operating Expense							
Prior Year Expense	(535)	0	535	143,940	0	(143,940)	0
NON-OPERATING EXPENSE TOTALS	(535)	0	535	143,940	0	(143,940)	0
TOTAL EXPENSE	4,455,594	5,304,688	849,093	75,258,849	82,532,431	7,273,582	85,623,109
NET INCOME (LOSS)	593,953	730,071	(136,118)	8,099,827	3,849,432	4,250,395	2,022,115

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

Food & Beverage Report
Nov-25

November 2025 Food Service Revenues were \$3,024,308. Budgeted Revenues for November 2025 were \$3,784,188

Net distribution to the District for November 2025 was \$481,114 or 15.9%. Budgeted distribution for November 2025 was \$889,168 or 23.5%.

Year-to-date 2025 distribution to the District is \$4,695,032 or 19.3%. The budgeted distribution for YTD 2025 was \$5,241,384 or 20.8%.

Nov-25	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	3,024,308	100.0%	3,784,188	100.0%	5,004,362	100.0%
TOTAL COGS	778,179	25.7%	777,953	20.6%	1,301,503	26.0%
GROSS MARGIN	2,246,130	74.3%	3,006,235	79.4%	3,702,859	74.0%
TOTAL PAYROLL	1,272,721	42.1%	1,523,827	40.3%	1,719,758	34.4%
OPERATING EXPENSES	423,564	14.0%	466,216	12.3%	596,204	11.9%
NET PROFIT	549,845	18.2%	1,016,192	26.9%	1,386,897	27.7%
CLIENT DISTRIBUTION	481,114	15.9%	889,168	23.5%	1,213,535	24.2%

YTD	2025 ACTUAL	%	2025 BUDGET	%	2024 ACTUAL	%
TOTAL REVENUE	24,272,809	100.0%	25,166,006	100.0%	22,780,509	100.0%
TOTAL COGS	5,168,419	21.3%	5,141,836	20.4%	5,012,119	22.0%
GROSS MARGIN	19,104,389	78.7%	20,024,170	79.6%	17,768,390	78.0%
TOTAL PAYROLL	10,778,732	44.4%	10,805,093	42.9%	10,236,207	44.9%
OPERATING EXPENSES	2,959,906	12.2%	3,228,925	12.8%	2,885,219	12.7%
NET PROFIT	5,365,751	22.1%	5,990,153	23.8%	4,646,964	20.4%
Y-T-D CLIENT DISTRIBUTION	4,695,032	19.3%	5,241,384	20.8%	4,066,094	17.8%



CALIFORNIA DEPARTMENT OF

FOOD & AGRICULTURE

Karen Ross, Secretary

December 31, 2025

D2025-01

TO: All District Agricultural Associations

SUBJECT: California Fairs Contract Procedures

As we conclude the 2025 Fair season and prepare for 2026, this is a good time to revisit the importance of following procedures regarding contracts for your fairgrounds. Please review the following policies and procedures for contract and insurance review.

All District Agricultural Associations (DAA) contracts that meet the criteria below must be reviewed by the California Fair Services Authority (CFSAs):

1. All hazardous contracts, no matter what the dollar amount.
2. All Non-hazardous contracts over \$15,000 for which liability insurance is required.
3. All contracts with indemnification language changes.
4. All multi-year contracts that also meet the criteria of items 1-3 above.

For your reference, attached is CFSAs list of hazardous and non-hazardous activities.

A few reminders:

- When submitting contracts for CFSAs review, include the certificate of insurance.
- Try to send these documents as early as possible—ideally 2–3 weeks before the event.
- Contracts don't need to be signed for the initial review, but a fully signed copy should be submitted before the contract term begins.

Pursuant to [Food and Agriculture Code 3965.1](#), the California Department of Food and Agriculture (CDFA) shall determine whether hazardous DAA contracts have adequate insurance coverage. In order to facilitate this requirement, CDFA contracts with CFSAs to review insurance certificates received from DAAs for their hazardous activity contracts.

In addition, CFSAs review process helps protect DAAs from potential lawsuits and ensures proper risk transfer. By confirming insurance requirements, CFSAs helps safeguard fairgrounds from liability and third-party claims. These reviews are provided at no extra cost to the DAA.



Should you have any questions regarding the contract review process or wish to submit your contract for insurance review, please get in touch with CFSA Risk Analyst Mario Castagnola at MCastagnola@cfsa.org or (916) 263-6145.

Sincerely,

A handwritten signature in blue ink that reads "Michael W Francesconi". The signature is fluid and cursive, with "Michael W" on the first line and "Francesconi" on the second line.

Mike Francesconi
Branch Chief, Fairs and Expositions

Enclosure

HAZARDOUS ACTIVITIES AND EVENTS
ALL contracts must be sent to CFSA for review and verification of
insurance requirements

(revised effective November 4, 2023)

MINIMUM GENERAL LIABILITY INSURANCE LIMITS

-----*Note: * indicates that participant waivers are required*-----

\$5,000,000

- **Carnival Rides**
- **Freefall Attractions***: All types including but not limited to, elevated jumps involving airbags.
- **Motorized Events***: All extreme types including but not limited to, automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock.

\$3,000,000

- **Motorized Events***: All semi-extreme types including but not limited to, motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races, rural olympics.
- **Rodeo Events***: All types with and without a paid gate including Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting

\$2,000,000

- **Extreme Attractions***: All types including but not limited to bungee attractions, ejection seats, skyscrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate
- **Kiddie Carnival Rides**: Up to 6 kiddie rides (includes book-in rides)
- **Law Enforcement**: All types including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual

indemnification in the contract may substitute for coverage with written approval from CFSAs.

- **Mechanical Bulls***
- **Motorized Events*:** Less extreme types including but not limited to, car jumping contests/demonstrations of hydraulic modifications to automobiles.
- **Rave Type Events:** Any dance or concert which extends beyond midnight.
- **Simulators***
- **Transporting:** All types including hot air balloons*, any aircraft (fixed wing or rotor)*, and watercraft.

\$1,000,000

- **Animals:** All types of events, including but not limited to circuses, pony and other animal rides, petting zoos, pig (or other animal) races, dog training/obedience classes, horse-drawn refuse collection, wild/exotic animal exhibits and horse-pulled hayrides.
- **Athletic Events, Competitive*:** All types
- **Building & Grounds Maintenance:** All types including but not limited to, janitorial service, cleaning service, window cleaning, carpet cleaning, landscaping, tree trimming/removal.
- **Chainsaw/Wood Carving/Lumberjack Competitions***
- **Christmas tree farm/sales/recycling with processing**
- **Concerts:** All types with 2,000 and more attendees.
- **Construction and Improvements on Buildings:** All types including but not limited to, major repair, major alterations, new construction of buildings, excavation, drilling, and demolition, modular buildings, portable structures.
- **Drones/Remote control flying objects**
- **Elevator Maintenance**
- **Entertainment:** All types including but not limited to, trapeze, spin wheel or acrobat acts, tight rope, boxing matches, wrestling, strolling acts, stilt walkers, clowns and hypnotists.

- **Equestrian Events***: All Types of Events, including but not limited to horse show, jousting, cutting and reining horses (training and lessons), gymkhana, team penning, team roping, barrel racing, dressage and show jumping.
- **Equipment Rental**: All types including but not limited to, sound/lights, tents, pipe and drape, bleachers, portable stages, temporary/portable trailer rental and scaffolding.
- **Event/Security Services**: All types including but not limited to security, parking, admissions, gate staff. Does not apply to public law enforcement (see \$2 million coverage category above.)
- **Face Painting/Henna Tattoos**
- **Festivals – events including Hazardous Activities and/or above 2,000 attendees per day.**
- **Fireworks Exhibitions**
- **Hazardous Substances**: All types including but not limited to, treatment, removal, storage or any other handling of any hazardous substances, including but not limited to toxic and petroleum waste and asbestos.
- **Haunted Houses**
- **Medical Services**: All types including but not limited to, EMT, first aid services, and ambulance services
- **Miscellaneous**: All types including but not limited to, Dunk tanks*, tattooing*, body piercing*, parachuting*, bouncy balloons, bounce houses*, trampolines*, rock climbing wall*, foam parties, water wars, water balloon fights*, circus, wheelchair and stroller rental, water bubbles*, soccer bubbles*, ice skating*, smash rooms (all sorts involving intentional breaking of objects*, carnival games.
- **Mobile Equipment**: All types including but not limited to, utility vehicles, golf carts, gators, all-terrain vehicles, electric wheelchair/scooter.
- **Motorized Events/Equipment**: All moderate types including but not limited to, bus training*, ride and drive*, auto research, ATV training*, car cruise, tow trucks, ladder truck training*, heavy equipment training*, parking lot/street sweeping, car control clinic*, clown cars, parades, ambulance/fire/police, tractor parade.
- **Parking Services**

- **Parades**
- **Sanitation Services:** All types including but not limited to, portable restrooms/showers, portable toilets/port-a-potties and hand-washing stations
- **Security Services:** see Event/Security Services above.
- **Sewer, water, electrical and other underground utilities:** All types (electrical, fiber-optic communications and gas lines) lines—maintenance and/or installation.
- **Sport Activities*:** All types including but not limited to, rifle or gun club activities, archery practice, skeet range, golf driving ranges, laser tag, paint ball, obstacle courses, corn hole, and axe throwing.
- **Spraying:** All types including but not limited to, pest control, fumigation, crop or agricultural spraying and application
- **Transporting:** All types including but not limited to helicopter*, stage coach, bus/shuttle service, horse-pulled hay rides, trackless trains, livestock hauling (for auction) and armored car service.
- **Wheeled Events*:** All types including but not limited to roller derbies, roller skating, in-line skating, hockey, scooters, skateboards, hover boards, bicycles, Segways, and BMX events.

NON-HAZARDOUS ACTIVITIES AND EVENTS (not fair sponsored) All contracts meeting this criteria over \$15,000 must be sent to CFSA for review and verification of insurance requirements

MINIMUM GENERAL LIABILITY INSURANCE LIMITS:

\$2,000,000

- **Swap Meets/Flea Markets:** Markets held two or more times per calendar year per California Business & Professions Code Section 21669.

\$1,000,000

- **Antique Shows**
- **Arts/Crafts**
- **Auctions other than Animal**
- **Auto Sales (no auto coverage)**
- **Barbecues/Picnics**
- **Bingo**

- **Birthday Party/ Banquets/Receptions/Social Gatherings**
- **Professional Services:** All types including but not limited to, accounting services, advertising agencies, booking agencies, public relations, fair consulting services, admissions management, computer/IT services, exhibitor entry and auction data processing, and other similar services.
- **Car Shows/Motorcycle Shows (no performances or demonstrations)**
- **Commercial Concessionaires/Exhibitors**
- **Concerts (Non-Rave Events):** Under 2,000 attendees
- **Conventions**
- **Dances:** Under 2,000 attendees
- **Dog Shows:** No training/obedience classes
- **Equestrian/Livestock Boarding**
- **Exhibitions**
- **Festivals** – events not including Hazardous Activities and under 2,000 attendees per day
- **Films/Lectures**
- **Funerals/Memorial Services**
- **Food and Beverage Concessionaires**
- **Gaming Tournaments:** chess, board games, video, etc.
- **Graduation Ceremonies**
- **Health Fairs**
- **Horse/Livestock Symposiums**
- **Independent Animal Exhibitors**
- **Instruction Classes/Aerobics (no participant coverage)**
- **Job Fair/Business Expo**
- **Livestock & Horse Sales**
- **Meetings:** All types including but not limited to, social organizations, fraternities, business, charity, nonprofit
- **Group overnight camping**
- **Palm Readings/Tarot Card Reading**
- **Performances/Theatrical (NOT CONCERTS) and rehearsals**
- **Retreats**
- **Reunions:** Family or school
- **Rummage/Garage Type Sales**
- **RV Rallies**
- **Seminars/Speaking Engagements/Training Sessions**
- **Shows:** All Types, including but not limited to boat shows, car shows, coin shows, craft/ceramic shows, doll shows, flower shows, gem and mineral shows, gun shows, home and garden shows, RV show and sales, sports card shows, and trade shows.
- **Small Animal Show & Clinic**
- **Swap Meets/Flea Markets:** Markets one time per calendar year.
- **Weddings/Receptions/Baptisms**



CALIFORNIA DEPARTMENT OF

FOOD & AGRICULTURE

Karen Ross, Secretary

CDFA Lifts Statewide Ban on California Poultry and Dairy Cattle Exhibitions at Fairs and Shows

Dear Poultry and Dairy Cattle Exhibition Organizers and Managers:

The California Department of Food and Agriculture (CDFA) has closely monitored the status of H5N1 Highly Pathogenic Avian Influenza (HPAI) in both poultry and dairy cattle throughout California. Since the implementation of the statewide exhibition ban, CDFA has conducted ongoing surveillance, reviewed viral trend data, and consulted with epidemiologists and animal health partners at both the state and federal levels.

Based on a comprehensive review of current H5N1 infection trends, improved understanding of transmission dynamics, and enhanced mitigation measures now in place, CDFA has determined that the risk associated with poultry and dairy cattle exhibitions has sufficiently decreased. **Effective immediately, the statewide ban on poultry and dairy cattle exhibitions at fairs and shows is hereby lifted.**

This decision was not made lightly. CDFA recognizes the importance of protecting animal health, public health, and California's agricultural industries while also supporting youth programs, educational opportunities, and agricultural traditions across the state.

While exhibitions may resume, CDFA strongly encourages all fairgrounds, exhibition organizers, and exhibitors to continue implementing enhanced biosecurity practices and disease-prevention measures. Animals exhibiting signs of illness should not be transported or exhibited, and veterinarians should be contacted promptly if disease is suspected.

If H5N1 is suspected in either poultry or cattle, contact **CDFA Sick Bird Hotline at: 866-922-2473**

CDFA will continue close monitoring of H5N1 activity statewide and will work collaboratively with fair organizers and animal owners to ensure appropriate safeguards remain in place. Additional guidance and recommendations for exhibitions will be available on the CDFA website.

If you have questions regarding this action, please contact CDFA's H5N1 Public Information Officer at cdfa.HPAInfo@cdfa.ca.gov.

Thank you for your continued support and commitment to protecting California's animals and agricultural communities.

Sincerely,

Dr. Annette Jones
State Veterinarian





Item 8-A, Audit & Governance Committee Report

In Brief:

- The Audit & Governance Committee met and discussed its charges from the Board Chair, including comprehensive policy review and development and the components of a draft Request for Proposals (RFP) for financial and operational audit services for the 22nd District Agricultural Association (22nd DAA).
- Auditing is a unique service in that the selected audit firm reports directly to the Board through the Audit & Governance Committee — because the auditor is monitoring staff's accounting practices to ensure the integrity of the 22nd DAA's financial reporting and to provide a comprehensive understanding of the 22nd DAA's financial health to the Board and public.
- The previous RFP for financial audit services was first developed — based on templates from other DAAs and Cal Expo — and issued for competitive bids in August 2021.
- Led by the Audit & Governance Committee, the Board selected an audit firm to conduct an audit of the 22nd DAA, the State Race Track Leasing Commission, and the Del Mar Race Track Authority between November 1, 2021 through October 31, 2025.
- Based on the experience with the auditors and further insights, the Committee provided input into a new RFP to be issued for competitive bidding later this month.
- The Committee also discussed a process for the comprehensive review and development of policies that will include making recommendations for divvying up work among the other respective committees appointed by the Board Chair.

Background:

The Audit & Governance Committee (the Committee) of the 22nd District Agricultural Association (22nd DAA) is charged by the Board Chair to:

- Develop recommendations for mitigating risks to the organization.
- Engage with auditing firms as necessary to ensure 22nd DAA's finances are audited in accordance with best practices and make recommendations to the Board.
- Develop and amend recommended policies for Board consideration.
- Guide the Board's annual self-assessment process, including:
 - The Board's progress in relation to the strategic plan.

- The Board's performance as a body in terms of its capacity to function effectively and collaboratively.
- The Board's strength of relationship/collaboration with the CEO and other members of the Executive Team.
- Board Members' individual understanding and support of the organization's mission, values, and ethics, as well as Board-specific responsibilities.

Process/Approach:

Audit RFP:

Auditors provide a unique service for the 22nd DAA. The financial audit contractor monitors staff's accounting practices and conducts audits in conformity with generally accepted auditing standards. The audit firm evaluates internal controls and makes recommendations for improvements of accounting and related procedures. The firm ultimately expresses an opinion on the fairness of the 22nd DAA's financial statements in conformity with generally accepted accounting principles and reports its findings directly to the Board of Directors through the Committee. This arrangement ensures an independent review and an unvarnished opinion that ensures good governance and oversight on the Board's behalf.

The Committee led the RFP process in 2021 and reviewed templates from other DAA's and Cal Expo. As a result of this process, the Board engaged a qualified independent firm on a five-year term. The audit's scope covered the 22nd DAA and its blended components: the State Race Track Leasing Commission and the Del Mar Race Track Authority.

The previous audit firm's contract term expired in October 2025, after conducting audits for fiscal years 2020, 2021, 2022, 2023, and 2024, and two special audits. (For background, all audits during the last five years have resulted in unqualified — clean — opinions from third-party auditors and are posted on delmarfairgrounds.com).

During its January 7 meeting, the Committee reviewed the components of a new draft RFP for financial and operational audit services. The Committee offered insight and discussed potential experience-based modifications that will be incorporated into final RFP documents.

Policy Review and Development:

The Committee also discussed its charge to develop recommendations for mitigating risks to the organization, and specifically as it applies to the

comprehensive policy review and development process that the organization undertook starting in 2023.

For the Board Chair's consideration, the Committee is requesting that it initiate a process to review all current and potential policies prior to Board consideration. This process will include any older policies that the Board has not yet considered since it began the comprehensive policy development process in 2023.

The Committee would then return to the Board with recommendations for assigning further potential review and modification of specific policies — and/or the development of new policies — to the other respective committees appointed by the Board Chair.

Next Steps:

The RFP for financial audit services will be reviewed and finalized for release later this month. The Committee will lead the selection process.

The Board Chair will consider the Committee's request to initiate a process to review all current and potential policies prior to Board consideration.



Item 8-C – Information update on Board-approved replacement and modernization of existing video display boards located in the Grandstand, the Paddock and at 5 Points and discuss if modification to the scope of the Board-approved project is necessary or required

[Information Item]

In Brief:

- In December 2025, the 22nd District Agricultural Association (22nd DAA) Board of Directors (Board) authorized the replacement and modernization of three video boards to enhance the customer experience for horse racing and Fair guests, to increase revenues from promotions and interim events, and as a significant factor in attracting the Breeder's Cup to return to Del Mar in the future.
- The existing video boards are 8-10 years old and have become weathered and outdated by modern standards.
- This is a priority project of the Board.
- Several potential issues have arisen during exploration of the proposed designs, including issues surrounding the construction of new structures.
- To ensure the replacements occur in accordance with the Board's direction, and as expeditiously as possible, 22nd DAA staff is diligently working through a number of issues including financing and financial reporting, procurement procedures, environmental and engineering issues, public works requirements, soil and wind building code considerations, an existing cell tower lease at the current Grandstand video board site, and other matters.
- This report provides information on the work and research since the December meeting.
- One alternative to consider is updating the existing video boards by Opening Day of the 2026 Summer Race Meet while the necessary research, development, permitting and procurement is being completed to implement the balance of the adopted motion after the 2026 Race Season.
- This is an information-only item; staff will present and receive Board feedback.

Background:

At its December 2025 Board meeting, the 22nd DAA Board of Directors approved the following motion:

"Authorize modernization and replacement of the three video screens in their existing locations with larger format displays; approve a funding framework whereby DMTC leads the project delivery and the District pays an amount not to exceed \$3 million over five years at \$600,000 per year; and direct staff to support implementation consistent with applicable procurement, CEQA, and permitting requirements."

22nd DAA has continued conversations with DMTC and the supplier of the existing video boards as part of the research and implementation of the adopted motion.

About the Video Boards:

Paddock: A cluster of three video boards elevated at the south end of the Paddock.



- **Installed:** 2015.
- **Current size:** The main board is 9.6 feet high by 15.6 feet wide. The other two boards on either side are each 3.6 feet high by 8.4 feet wide.
- **Currently used for:** Horse racing and during Paddock events (such as for sponsor advertising during the San Diego County Fair).
- **DMTC Proposal:** Replace the existing video boards with new video boards of the same size and in the same locations (i.e., "like-for-like", a procurement and contracting term used to describe replacing an existing item with an updated item of the same size and type).

Five Points: Located at the intersection of Jimmy Durante Boulevard and Via de la Valle on the northeast corner of the Fairgrounds.

- **Installed:** 2016; replaced in 2025.
- **Current size:** 5.33 feet high by 19.45 feet wide
- **Currently used for:** Year-round to display rotating slides advertising San Diego County Fair, Horse Racing, and other events and activities at the Fairgrounds and The Sound.



- **Recent replacement:** The prior video board stopped functioning and was replaced with a new board of the same size in October 2025, prior to the Breeders' Cup World Championships. The 22nd DAA covered the \$83,156 cost of the replacement.
- **DMTC Proposal:** Expansion of the sign within the frame of the current structure, including removal of legacy signage for the Del Mar Fairgrounds & Racetrack. Proposed new video board size is 11 feet high at the top of the radius, 5.5 feet high at the edges, by 27.5 feet wide. The proposed new video board is approximately 2.4 times (140%) as large as the existing video board.

Grandstand: Located in the infield, just north of the grass track, facing the Turf Club side (east end) of the Grandstand.

- **Installed:** 2017.
- **Current size:** 21 feet by 34 feet.
- **Currently used for:** Horse racing; not within range of Grandstand concert stage during the San Diego County Fair.
- **Additional considerations:** Structure also houses Verizon cellular equipment through a lease negotiated by the Department of General Services (DGS).
- **DMTC Proposal:** Install a new video board that is more than twice the size of the current screen. The installation would involve demolition and removal of a concrete pad in front of the building that houses the current video board, installation of new foundation or concrete supports, and erection of a video board structure situated approximately eight (8) feet in front of the current video board. Proposed new video board size is almost 30 feet high at the center, 22 feet high at the edges, by 88 feet wide. The proposed new video board is slightly more than 3 times as large as the existing video board.



Process, Approach, and Analysis:

Costs and Financing:

- The estimated **cost to purchase and install** the proposed video boards at all three locations is \$2,949,593 according to one vendor, and does not include the required additional engineering, permitting and construction costs.
- **Included in the costs:** the control system, physical installation, project management, basic structural engineering package, support frames, spare parts, shipping, training and taxes. Some items such as the control system, training and construction cannot be acquired through CMAS and will need to be purchased through a separate procurement method. (See information about CMAS below).
- **Not included in the cost:** Additional engineering, permitting and construction costs are currently unknown, as they will require competitive bidding through the California Construction Authority (CCA). The proposed cost also does not include vendor or third-party financing costs which will depend on the vendor or financing arrangement selected.
- **Further issues for exploration based on assumptions in quote provided to DMTC:**
 - Existence of sufficient soils at Grandstand video structure location (a soils study is required to confirm).
 - Accounting impacts of financing through DMTC, including meeting audit and governance standards of reporting and depreciation.
 - Legal guidance on any potential impacts to a) the Operating Agreement between the State Race Track Leasing Commission and DMTC and b) the Del Mar Race Track Authority Bond Pledge Agreement.

Environmental & Engineering Issues:

- **Paddock:** No identified challenges for a like-for-like upgrade.
- **Five Points:** Expansion of existing video board will require substantial engineering, permitting and construction, through either CCA or DGS, because the existing sign is made of reinforced and concrete filled cinder block.
 - To accommodate the proposed size of the video board, two-thirds or more of the existing structure will need to be removed and the top part of the structure will need to be replaced.

- **Grandstand video board:** Proposed video board is to be installed approximately 8 feet in front of the existing video board, not attached to the existing building.
 - The soil under the existing concrete pad at the Grandstand video board will need to be bored and tested.
 - A geotechnical report will need to be obtained before engineering of the footings and supports for the expanded Grandstand video board can begin.
 - California Building Code, ASCE 7-16, requires footings and sign supports to be engineered to meet specific seismic and wind load specifications depending on the type of soil on the site.
 - The costs of these studies and reports is currently unknown. The 22nd DAA is seeking quotes.
- **Coastal Development Permits or Exemptions:** Must be obtained before the video boards at the Grandstand and 5 Points are constructed unless replacement is like-for-like. The extent of construction will most likely determine whether a permit is required or an exemption applies.

Procurement Requirements:

A competitive bidding process may be required for the purchase and or construction of the video boards.

- The California Food and Agriculture (CDFA) Code section 4051(a)(1)(C) provides that a District Agriculture Association (DAA) may contract for construction services:
 - "If the estimated total cost of any construction project or similar work carried out under this section exceeds twenty-five thousand dollars (\$25,000), the association shall solicit bids in writing and shall award the work to the lowest responsible bidder or reject all bids. The association is subject to all applicable provisions of the Public Contract Code."
- **22nd DAA Policy 4.03, Contracts and Procurement**, also provides that a Construction Project pursuant to California Food and Agriculture Code section 4051(a)(1)(C) shall be procured through a Formal Competitive Procurement process unless an exemption or exception applies.
- **CMAS:** Purchase of the proposed video boards may be possible through the California Multiple Award Schedule (CMAS). Under CMAS, the video boards can be purchased and installed without going through a competitive bid process, under certain specified conditions, including:
 - Any necessary construction element must be contracted separately following State law and Board policy for construction and Public Works projects.

- The 22nd DAA is still required to obtain at least one other bid (if there is another CMAS vendor who supplies video board equipment) and select the vendor based on the needs of the project and price quoted.
- The Board must approve CMAS as a procurement method before contracting with the vendor, and the choice of vendor must be fully documented.
- The 22nd DAA may utilize the services of the **California Construction Authority (CCA) to procure and contract for permitting, construction and inspection** of construction projects on Fairgrounds property. Per CDFA F2021-08 letter, "construction plan review and construction inspections by a state designated authority are required for all construction projects at state District Agricultural Associations (DAAs). The two state designated entities that can provide the required plan reviews and inspection services for fairs are the Department of General Services (DGS) and the California Fairs Financing Authority (dba California Construction Authority (CCA)). CCA and DGS serve as the project field representatives and monitor projects for compliance with applicable codes and laws." The full F2021-08 letter follows this report.

Public Works Requirements:

In California, public works is defined in Labor Code Section 1720 as construction, alteration, demolition, installation, or repair work done under contract and funded wholly or partly by public funds. This definition encompasses a wide array of projects and includes projects funded by private-public partnerships. The scope of the definition extends beyond traditional construction to pre-construction phases like design and post-construction maintenance. Projects that fall within the public works definition require that service providers meet certain requirements regarding prevailing wages and other practices. CCA or DGS oversight is required to confirm compliance with the public works requirements for projects on 22nd DAA property. See CFFA Public Works Projects Frequently Asked Questions materials that follow this report.

- **Paddock:** In discussions with DMTC and the current video board supplier, it appears that the request to replace the video board at the Paddock most likely involves only a like-for-like replacement of electronic equipment without any alterations or construction. Like-for-like replacements of electronic equipment are not considered public works projects.
- **Five Points:** The proposed increase in size would involve alteration of the existing sign monument at a cost estimated to exceed \$25,000. In that case, the project will be considered construction and a public works project requiring permits, environmental approval or exemption, and an approved procurement and contracting method or exception.

- **Grandstand video board:** In addition to the new structure required for a new Grandstand video board, the 22nd DAA anticipates that demolition, new footings, new electrical connections and permitting, including a Coastal Development Permit or exemption, will be necessary. This means that it will be considered a construction and public works project requiring an approved procurement and contracting method or exception.

Potential Cellular Site Impacts:

The 22nd DAA currently leases space on the back of the Grandstand video board structure for Verizon cell antennas and equipment, which generates revenue for the 22nd DAA and helps to boost cellular signal for guests in the Grandstand, especially during horse racing events and the Fair.

- The equipment was installed in 2024.
- Verizon has negotiated with DGS to add additional equipment to the structure to improve 5G connections as part of a previously negotiated lease amendment.
- DMTC approved the new design to mask the additional equipment on the existing structure.
- The new lease would provide additional revenue to the 22nd DAA, with a total of \$400,000 in revenue for the 22nd DAA over the next five years, based on the terms negotiated by DGS.
- It remains unclear whether the construction of a new Grandstand video board could potentially interfere with Verizon cellular equipment that is mounted on the back of the existing Grandstand video board structure. The 22nd DAA will need to confer with Verizon.
- Based on 22nd DAA experience with work near other cellular sites on the Fairgrounds, measures may need to be considered to ensure the safety of construction workers spending prolonged periods of time in close proximity to an active cellular site.

The 22nd DAA has reached out to DGS and Verizon to discuss potential concerns and next steps to identify a path forward, which potentially could include relocating Verizon's equipment.

Next Steps and Potential Alternatives for Consideration:

22nd DAA staff continue to work to identify paths forward for the modernization plan as approved by the Board. But in the interest of moving forward with the Board's stated intent to modernize the Five Points and Grandstand video boards in a timely manner, and allowing for potential design and cost issues to be addressed, a few potential alternatives have been identified for the Board's discussion and consideration. This is not an exhaustive list, and other potential alternatives may be discussed and identified by the Board and DMTC.

Paddock

- The 22nd DAA may be able to move forward immediately with purchasing and installing the component parts of the Paddock video boards without any construction or permitting issues.

Five Points – Potential Alternatives

- 1) A new larger video board that is less than the full size of the existing monument sign, e.g., 50% higher and 25% wider than the current video board, could reduce overall cost and minimize construction/remodeling of existing monument sign. This would still be a public works construction project, albeit smaller, but might obviate the need for a Coastal Development Permit, allowing for an exemption.
- 2) Consider a design that mounts the new larger screen in front of the current monument sign with sufficient space to service the video boards from behind but with little to no remodeling/construction of the existing structure. This option would involve construction of footings and a frame as a public works construction project to support the video boards and likely would qualify for a Coastal Development Permit exemption.

Grandstand Video Board – Potential Alternatives

- 1) A single-step approach:
 - a. Purchase all the video panels needed for the larger, expanded video board this year to store until the larger sign is constructed following approval of the required plan submittals, procurement, financing, etc. (potentially Q1 2027).
 - b. The vendor advises that video panels need to be manufactured at the same time to assure compatibility and uniform appearance.

OR

- 2) A two-step approach:
 - a. Replace the existing video board at the same size and location (like-for-like) for the upcoming 2026 race season. This would result in a significant upgrade in the quality of the video board images for the current year and defer the procurement, engineering, permitting and construction of a larger video board structure to after the 2026 season. A like-for-like replacement could be accomplished more

quickly, presumably before Opening Day of the Summer Horse Racing Season.

b. Then, after the Fall Horse Racing Season concludes, and following approval of the required plan submittals, procurement, financing, etc., the new video board structure could be constructed, new panels purchased, and the recently replaced panels in the existing structure could be re-purposed elsewhere on the property, such as on the side of Surfside and The Sound facing Interstate 5.

- i. This approach would involve purchasing video panels twice - now (to replace the existing) and again with the larger video board construction.
- ii. This approach will likely increase the total cost of the project due to replacing, installing and then subsequently removing and re-purposing the first set of new video board panels elsewhere on the property;

OR

3) Reducing, in total size, the new Grandstand video board to a scope that will either fit within the existing video board structure or that can be mounted to the exterior of that structure with sufficient room for access to the backside of the panels for maintenance and repairs. Some remodeling of the existing building or construction of mounting supports would still be required but potentially could be completed this year with the overall cost of both the board panels and construction being significantly less. The total reduction in cost and time would depend on the size of the new video board and installation method used.

Meanwhile, 22nd DAA staff will continue to collect necessary information and report back to the Board at the February 2026 meeting. This includes:

- Confirming options surrounding procurement requirements under California law.
- Confirming compatibility with existing control panels, wiring, and servers, and if not compatible, identifying additional requirements.
- Researching potential financing or payment options and their implications.
- Receiving quotes on costs for any necessary environmental and engineering work.
- Meeting regularly to discuss the process and paths forward with DMTC.
- Obtaining a second quote, if required, or confirm exemption due to compatibility of the cabling, controls integration, etc. for equipment procurement.



CALIFORNIA DEPARTMENT OF

FOOD & AGRICULTURE

Karen Ross, Secretary

September 22, 2021

F2021-08

TO: All Fairgrounds

SUBJECT: Required Construction Inspections

This letter is a reminder that construction plan review and construction inspections by a state designated authority are required for all construction projects at state District Agricultural Associations (DAAs), as well as construction projects at county and citrus fairgrounds that have any component of state funding.

State funds include, but are not limited to, monies from the Fair and Exposition Fund, the General Fund, California Authority of Racing Fairs programs, funds generated by the DAA, or other state appropriations. In addition, projects at DAAs supported with fair foundation/non-profit organization funds will require construction plan review and inspection.

The two state designated entities that can provide the required plan reviews and inspection services for fairs are the Department of General Services (DGS) and the California Fairs Financing Authority (dba California Construction Authority (CCA)). CCA and DGS serve as the project field representatives and monitor projects for compliance with applicable codes and laws.

California Building Code, [Section 105.1](#), requires any owner, or authorized agent, who intends to construct, enlarge, alter, repair, move, demolish or change occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work performed, shall first obtain the required plans and approvals.

To comply with this requirement, California fairs must:

Requirements for DAAs

- State funded projects: Construction plan review and construction inspections are required for all projects at DAAs.



- Non-state funded projects: Construction plan review and construction inspections are required for all projects at DAAs including those constructed fully, or partially, with donations and/or other non-state sources of funds or volunteer labor.
- Fair foundation/non-profit funded projects: Construction plan review and construction inspections are required for all projects at DAAs that are constructed fully, or partially, with funds or volunteer labor from the fair's non-profit foundation.

Requirements for County Fairs

- State funded projects: Construction plan review and construction inspections are required for all projects with state funding at county fairgrounds.
- Non-state funded projects: County fairs may, at their option, utilize CCA or a local authority to provide inspection services.

Requirements for Citrus Fairs

- State funded projects: Construction plan review and construction inspections are required for all projects with state funding at citrus fairgrounds.
- Non-state funded projects: Citrus fairs may, at their option, utilize CCA or a local authority to provide inspection services.

Construction plan review and inspection services are required as a benefit to the fairs to protect them from liability and to assist in achieving successful projects. If your fairgrounds is considering a construction project you should contact CCA or DGS in advance to arrange for plan review approval and construction inspection services.

If you have any questions about construction inspections services, please contact CCA's Executive Officer, Randy Crabtree at (916) 570-3044 or email at rcrabtree@ccauthority.org. You can also contact CCA's Project Manager, Michael Sellens at (916) 263-6155 or email at msellens@ccauthority.org or CCA's Project Coordinator, Bren Ormsby at (916) 570-3042 or email at bormsby@ccauthority.org. For the Department of General Services, please contact Doug Brenning, Chief of Construction Inspection & Management Branch, at (916) 696-3007 or email at doug.brenning@dgs.ca.gov

Sincerely,



Mike Francesconi, Chief
Fairs & Exposition Branch

cc: DGS / CCA

California Fairs Financing Authority

“PUBLIC WORKS PROJECTS” FREQUENTLY ASKED QUESTIONS

1. What is considered a public works project?

A public works project includes the erection, construction, alteration, demolition, installation, repair or improvement of any structure, building, road, or any other improvement of any kind paid for in whole or in part out of public funds.

2. When is it required to pay prevailing wages?

California law requires the payment of prevailing wages on any public works project (funded with public money and/or conducted by a public agency or on public property), when the total project cost, including materials, equipment and labor is valued at \$1,000 or greater.

3. When does a Fair project need to be formally bid?

Any time the total project is valued at \$25,000 or greater, and any public funds are being used. Also if the project is not considered maintenance as defined in FAQ #8 below. Formal bidding includes soliciting bids in writing and opening the project to all qualified licensed contractors, etc.

4. What if the total project is less than \$25,000?

Projects with a total cost of between \$10,000 and \$25,000 that will be using any public funding, should be informally bid, with a minimum of three (3), bids being obtained; however, the bids can be obtained by direct solicitation of contractors, without a formal bidding process. If the total project is less than \$10,000, the project can be sole-sourced to a qualified licensed contractor. The actual values may be lower depending on a specific Fair's policy.

5. What is bid splitting?

Bid splitting is when a project is broken up (split) into smaller pieces to avoid having to go out to bid and is prohibited by law. When you look at a project and determine that the value of the work is \$25,000 or more, then all of the work must be put out to formal competitive bid. You may choose to bid of project of \$25,000 or more in pieces, but each piece must be formally bid.

6. Do contractors have to be licensed and registered?

The Contractor and all sub-contractors must have both a contractor's license and be registered with the Department of Industrial Relations (DIR) in accordance with SB 854.

7. How do we determine what a project is worth?

The cost of a project can be determined using various methods. This can include being based on similar projects the fair has conducted in the past. To achieve this, determine what you want, i.e. 10 RV spaces with hook-ups; and compile a list of what items are required, i.e. site work, plumbing, electrical, paving, etc., and determine what each item requires, and finally attach a cost to each, from which a total cost can be calculated. Alternatively, you can use current industry recognized cost resources, i.e. Saylor Publication, Inc. "Current Construction Costs", that has been compiled using the analysis of a large number of projects, interviews with material suppliers and subcontractors, and costs worked out with general contractors. In either case, the project cost needs to include all labor, materials, supplies, or any equipment costs.

8. What is considered maintenance work that is not subject to competitive bidding?

Maintenance is defined in the California Public Contract Code as normal reoccurring work (versus repair or improvement). Examples are as follows:

- We are replacing a water line and consider it to be maintenance.

A water line that already exists and is replaced with a water line in the same location and of the same size would be maintenance. If the line is moved, added to or size increased, it would be an improvement and not maintenance, and competitive bidding would likely be required..

We have painting as a scheduled item every year, so we consider it maintenance.

Moderate amounts of painting can be considered as maintenance and is permitted. Painting projects must be formally bid, if the value of materials, labor and equipment is greater than \$25,000, or exceeds the Fair's bidding threshold.

We are planning to replace a roof that is leaking. Is that maintenance?

Repairs to a roof in order to fix leaks are maintenance. However, the replacement of a roof is a public works project subject to competitive bidding requirements.

9. Can Fair staff do the majority of the work on a project?

First, is it "maintenance" or "public works" capital improvement? If maintenance work only, Fair staff can be used without calculating the cost of labor. However, if the work is considered public works, then DAA Fairs wishing to use their own staff must follow the "Day Labor" law in the California Public Contract Code. For public works projects on fairgrounds to be performed by CFFA Day Labor, see FAQ #13 below.

10. A local organization or non-profit wants to do a project on the Fairgrounds, i.e. 4-H wants to put in new pens in the livestock barn, covering all costs, with no cost to the Fair.

That is allowed and there are no bidding or prevailing wage requirements, as long as there is absolutely no use of public funds, i.e. no Fair labor, equipment, materials, or utilities, are used. However, if a nonprofit wants to construct a building on public property and will be using water, electrical, equipment, etc. that is paid for with public funds, then it is considered a public works project.

11. Can a Fair use volunteers on a project?

Yes, but it is important to remember that the definition of “volunteers” is found in the California Labor Code. They must be actual volunteers and not employees that want to give some extra time, or who are being paid by someone else to be there. Anyone paid on a Fair project is no longer a volunteer and must be paid the proper prevailing wage rate.

12. Can a Fair accept donations related to the project?

Yes. Donations can be of equipment, materials or supplies. The value of the donations are part of the value of the work and must be considered when looking at the project. For example, if someone offers to donate the use of their backhoe, you must figure out the value of that use and not just say that it was free so the operator doesn't have to be paid prevailing wages. Remember that the value of work to determine bidding is different than the threshold for the payment of prevailing wages (see FAQ #2 above).

13. When can CFFA use Day Labor on fairgrounds projects?

CFFA may carry out projects on California fairgrounds utilizing Day Labor. In no event, can the total cost of the project when using day labor exceed \$50,000 at DAA Fairgrounds. The use of day labor must be looked at on a project to project basis.

14. A utility company wants to bury the lines on the fairgrounds. It is going to be done entirely by them. Do we have to be sure it is bid?

No. This is not a Fair project and the Fair is not paying for the work. However, as the project is on public property, it will require plan review and inspection by either CFFA or DGS.

For more information or questions contact California Fairs Financing Authority, Bryan Eubanks, construction manager, 916/263-6121, beubanks@cfsa.org.



Item 8-D, Emergency Preparedness Committee Report

[Information Item]

In Brief:

- The Del Mar Fairgrounds serves an important role in the region's emergency response, particularly during wildfires.
- The Emergency Preparedness Committee discussed the Fairgrounds' role in emergency response for the region and received information from staff regarding the 22nd District Agricultural Association's (22nd DAA) readiness.
- 22nd DAA staff has prioritized updating and modernizing emergency preparedness planning efforts.
- 22nd DAA staff is continuing to build and update its comprehensive emergency preparedness program, which is intended to be based on national standards and best practices.
- The Committee will provide governance advice and oversight on staff's continued planning efforts.

Background:

As a major events venue in San Diego County with more than 2 million annual visitors – and with a coastal location subject to flooding — emergency preparedness is a priority for the 22nd District Agricultural Association (22nd DAA). In addition, the Del Mar Fairgrounds and Del Mar Horsepark campuses have historically served vital roles in the region's emergency response efforts, including as an evacuation center during wildfires and as a vaccination superstation and food-drive distribution site during the COVID-19 pandemic.

The Emergency Preparedness Committee was established by the Board Chair to provide governance, policy guidance, and oversight related to emergency preparedness for the District. Its charges include:

- **Providing Board-level oversight and strategic guidance** to staff in the development, implementation, and ongoing maintenance of comprehensive emergency plans and procedures appropriate for the Fairgrounds' role as a potential evacuation site and major public events venue, with the objective of protecting the safety and security of personnel, visitors, vendors, and facilities.
- **Monitoring and evaluating emergency readiness, response coordination, and recovery planning** for the Fairgrounds, the annual Fair, and Del Mar Thoroughbred Club racing events, ensuring alignment with Board-approved policies and risk tolerance.
- **Supporting and reinforcing staff coordination** with public safety agencies, local jurisdictions, and community partners by ensuring appropriate

governance frameworks, communication pathways, and interagency preparedness strategies are in place.

- **Overseeing compliance** with applicable emergency management regulations, standards, and best practices.
- **Encouraging continuous improvement** by reviewing training programs, exercises, after-action reports, and evaluations, and providing policy-level feedback to strengthen preparedness and response capabilities.
- **Advancing the Board's fiduciary responsibility** to minimize risk, strengthen organizational resilience, and ensure the Fairgrounds continues to serve as a safe, reliable, and trusted gathering place for the community.

Process/Approach:

The Committee met for the first time on January 5 to help set governance direction for staff and to review the committee charges.

The Committee was provided with information on staff's ongoing work surrounding emergency management, which has included:

- Updating scenario planning and action plans;
- Updating the Crisis Communications Plan;
- Updating the Wildfire Activation Plan and ongoing discussions with San Diego County;
- Providing monthly safety trainings for regular, full-time employees;
- Developing and implementing Fairtime staff training and resources, such as safety cards and training at Fair Orientation;
- Creating the Fairtime Command Center;
- Implementing communications alerts systems and backup plans;
- Planning procurement of digital radio systems;
- Developing an Emergency Management Handbook; and
- Hosting and participating in tabletop exercise discussions.

The Committee also discussed providing more information and training resources to Board members through the new Board intranet page; the potential formation of a regional planning group and nonprofit to aid with disaster response, particularly for the care of horses during wildfires; and potential national standards for emergency response and management.

Next Steps:

Staff will continue conversations with San Diego County and research national emergency management standards, including ISO 22320 and NFPA 1600, to help establish an even more robust program for emergency management. Based on this research, 22nd DAA staff will provide an outline of the programs, timelines and costs for consideration and for Committee follow-up governance oversight.



Item 8-G – Legal Committee Report: Update on discussions with the City of Del Mar regarding amendments to the Exclusive Negotiating Rights Agreement (ENRA), the feasibility studies in process under the Memorandum of Understanding, and the status of feasibility determinations for potential locations for future Board consideration

[Information Item]

In Brief:

- The 22nd District Agricultural Association (22nd DAA) entered into an Exclusive Negotiating Rights Agreement (ENRA) with the City of Del Mar (Del Mar) in March 2024, effective April 2024, to study whether and where affordable housing could be sited at the Fairgrounds.
- The Board voted in October to seek amendments to the ENRA
- The 22nd DAA and Del Mar entered into a Memorandum of Understanding (MOU) providing for the reimbursement to the 22nd DAA for conducting studies beneficial to the ENRA and the 22nd DAA Board's master site planning process.
- Through these studies and other requests for information, 22nd DAA staff has been working to provide information to the Board to make an informed decision about whether to site affordable housing on 22nd DAA property at Del Mar's request.
- The 22nd DAA's on-call environmental consultants Harris & Associates are in the process of completing the studies, which will provide the Board with technical information needed to eventually make a decision on whether (and where) to site affordable housing on 22nd DAA property in conjunction with the Board's prospective master site plan. The studies are anticipated to be completed by the end of March and will be presented to the Board and the public.
- The Board voted in October to authorize the CEO to work with the City of Del Mar on amendments to the ENRA, which would require Board and Del Mar City Council approval.
- The Board Chair assigned the matter to the Legal Committee, which met with the Del Mar officials on December 18 to discuss proposed amendments.
- Counsel for the 22nd DAA and the City of Del Mar are working on amendments to the ENRA consistent with the Board's motion for review and approval by the Board and the City Council.

Background:

The Legal Committee was created by the 22nd DAA Board Chair with the following charges:

- Confer with the Attorney General's office on legal matters pertaining to District.
- Recommend outside counsel to represent District in legal matters where the Office of the California Attorney General authorizes District use of outside counsel.
- Recommend legal steps to the Board in closed executive session.

The Board Chair also directed the Legal Committee to work with the CEO and Del Mar leaders to discuss potential amendments to the ENRA, as it is a binding legal agreement. The 22nd DAA Board of Directors and Del Mar City Council had previously voted to enter into an ENRA with Del Mar in March 2024, effective April 2024, to study whether and where affordable housing could be sited at the Fairgrounds.

Currently, the ENRA identifies the processes to:

- Complete site due diligence and establish timelines;
- Determine the scope/components of potential development;
- Make a preliminary determination on the feasibility of the proposed development;
- Identify a potentially mutually agreeable site for the development of up to 61 units of affordable housing; and
- Establish procedures and standards for the negotiation of a mutually acceptable long-term ground lease agreement for development of affordable housing.

The current version of the ENRA does not commit the 22nd DAA to providing a site for affordable housing, instead providing for and outlining the due diligence process that will lead to a decision by the 22nd DAA Board of Directors.

At its October 14, 2025, meeting, the 22nd DAA Board voted to direct the CEO to discuss amendments to the ENRA with Del Mar to:

- Implement guiding principles to ensure any amendments are in total alignment with SB 79, to reflect California's housing vision;
- Require all actions and milestones to be presented to the Board for review and approval; and
- Drop the exclusivity clause for the 22nd DAA.

These and other amendments will ultimately require both Del Mar and 22nd DAA approval.

Updates on Feasibility Studies:

The 22nd DAA's on-call environmental consultants Harris & Associates has been working on the myriad studies needed for the Board to make informed decisions about the viability of affordable housing on 22nd DAA property. These studies are conducted under five task orders that provide for analyses of transportation, compliance with the California Environmental Quality Act (CEQA), water and sewer needs, sea-level rise vulnerability, and potential site analysis. Finalized reports are contingent upon the completion of all task orders.

Under the MOU and the HAP Grant requirements, the consultant's work must be completed by March 31, 2026. As reports are reviewed and finalized by the 22nd DAA, presentations are expected to be provided to the Board and the public.

The status of the task orders are listed below in chronological order, based on estimated dates of submission by Harris & Associates to the 22nd DAA for review.

Transportation Analysis — estimated draft submission to the 22nd DAA by January 9, 2026

- Transportation Due Diligence Report
- Transportation Demand Management Plan

CEQA Analysis — estimated draft submission to the 22nd DAA by January 16, 2026

- Biological Resources Assessment
- Cultural Resources Assessment
- Final CEQA Memo

Water and Sewer Analysis — estimated draft submission to the 22nd DAA by February 13, 2026

- Water and Sewer Report
- Financial Review

Sea Level Rise/Vulnerability Analysis — estimated draft submission to the 22nd DAA by March 27, 2026

- Hydraulic Modeling Report
- Vulnerability Assessment
- Final Sea Level Rise Report

Housing Sites Analysis — estimated draft submission to the 22nd DAA by end of March 2026

- Housing Sites Assessment
- Financial Feasibility Assessment

Process/Approach:

The Legal Committee and 22nd DAA counsel met with Del Mar officials on December 18 to discuss the proposed amendments.

The Committee reiterated the Board's directions for amendments to the ENRA and discussed suggestions on how to structure and implement those amendments. Proposed amendments included adding language to specifically align the ENRA with the requirements of state housing laws; requiring that all actions and milestones will be presented to and Approved by the Board; and removing the language regarding exclusivity. Additionally, the Committee proposed amending the ENRA to clarify that the 22nd DAA Board will have the final say on any potential site location, if the Board moves forward with affordable housing.

The Committee and representatives of the City of Del Mar requested that legal counsel for the 22nd DAA and City of Del Mar work together to draft the proposed amendments to the ENRA and revert back to the Committee and City for review, revision and submission to the Board and the City Council for approval.

Next Steps:

Counsel for the 22nd DAA and the City are expected to have the proposed amendments for review at a subsequent meeting.



Item 8-H – Discuss and vote on whether the District CEO should 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 until a future District Board meeting during which the Board can consider proposed amendments to the Exclusive Negotiating Rights Agreement and the potential impact on obligations under the existing Memorandum of Understanding concerning the reimbursement for affordable housing feasibility studies

[Action Item]

In Brief:

- The 22nd District Agricultural Association (22nd DAA) entered into the Exclusive Negotiating Rights Agreement (ENRA) with the City of Del Mar (Del Mar) in March 2024, effective April 2024, to study whether and where affordable housing could be sited at the Fairgrounds.
- The “exclusive” nature of the agreement does not restrict Del Mar from exploring other options for affordable housing.
- Del Mar has secured a Housing Acceleration Program grant (HAP grant) to fund necessary studies by the 22nd DAA.
- The 22nd DAA and Del Mar entered into a Memorandum of Understanding (MOU) to provide for reimbursement to the 22nd DAA for conducting studies beneficial to the ENRA and the 22nd DAA Board’s master site planning process.
- With the technical information gathered prior to the conclusion of the ENRA process, the 22nd DAA Board would make the final decision whether to move forward and seek California Coastal Commission and Department of General Services approval to site affordable housing on 22nd DAA property as part of its new master site plan.
- The Board voted in October to authorize the CEO to work with the City of Del Mar on amendments to the ENRA, which would require Board and Del Mar City Council approval.
- This agenda item, 8-H, calls for the potential suspension of the ENRA pending these amendments, a step the Board has previously taken only to ensure

accountability and adherence to Del Mar's guiding principles related to the relocation of the LOSSAN rail corridor.

- The Legal Committee met with Del Mar officials to discuss the proposed amendments.
- Counsel for the 22nd DAA and Del Mar are working on proposed language for mutual approval.

Background:

Since 2021, the 22nd DAA has been working cooperatively with Del Mar regarding an exploration of Del Mar's request to site affordable housing at the Fairgrounds. This request was prompted by the State of California's affordable housing requirements of Del Mar.

The ENRA identifies the processes to:

- Complete site due diligence and establish timelines;
- Determine the scope/components of potential development;
- Make a preliminary determination on the feasibility of the proposed development;
- Identify a potentially mutually agreeable site for the development of up to 61 units of affordable housing; and
- Establish procedures and standards for the negotiation of a mutually acceptable long-term ground lease agreement for development of affordable housing.

The ENRA does not commit the 22nd DAA to providing a site for affordable housing, nor does the exclusivity prevent the City from negotiating with others to meet its affordable housing need. The ENRA instead governs the process for determining whether, when, and how to proceed — if the Board determines affordable housing should be sited on 22nd DAA property. The 22nd DAA also intended for the ENRA study period to align with the master site planning process so that these decisions about future land use on 22nd DAA properties could be made in concert.

The 22nd DAA Board and the Del Mar City Council separately voted to adopt the ENRA in early 2024. Since then, the 22nd DAA Board has voted twice to pause discussions under the agreement — in July 2024 and in February 2025 — due to actions by Del Mar officials that were in opposition to Del Mar's guiding principles related to protecting the needs of the 22nd DAA as part of its position on the San Diego Association of Governments' (SANDAG) Los Angeles-San Diego (LOSSAN) Rail Corridor Realignment project. These pauses were intended to ensure Del Mar officials were accountable to their guiding principles and could move forward in good faith with affordable housing discussions. After the Del Mar City Council voted

on March 3, 2025, to reaffirm its guiding principles, the 22nd DAA Board of Directors has voted at subsequent meetings to continue the ENRA discussions.

At its October 14, 2025 meeting, the 22nd DAA Board voted to direct the CEO to discuss amendments to the ENRA with Del Mar to:

- Implement guiding principles to ensure any amendments are in total alignment with SB 79, to reflect California's housing vision;
- Require all actions and milestones to be presented to the Board for review and approval; and
- Drop the exclusivity clause for the 22nd DAA.

Process/Approach:

Through the ENRA, the 22nd DAA has committed to performing due diligence on the possibility of siting affordable housing. The 22nd DAA's goal is and has been to provide the Board with the best possible information about the feasibility of affordable housing on 22nd DAA property — including where on the property it could and would be best sited, if at all — and its impacts.

The ENRA lays out the initial steps in a lengthy process.

- First, 22nd DAA staff and consultants will gather information and studies to present to the Board.
- Then, the 22nd DAA Board must decide whether and where to site affordable housing on the property as part of its master site planning process.
- If the Board ultimately decides to site affordable housing on 22nd DAA property, the 22nd DAA, with the Department of General Services, and Del Mar, would begin negotiating terms of a lease.
- Additionally, the Coastal Commission must approve the master site plan to allow for the use of affordable housing, as the current coastal development permits do not allow for such a use at the Fairgrounds.

Under California Food and Agriculture Code 4051(a)(12), a DAA may: "With the approval of the Department of General Services, lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the board. This purpose may include, but not be limited to, the construction and maintenance of housing affordable to persons and families of low or moderate income, as defined by Section 50093 of the Health and Safety Code, pursuant to a lease of not more than 55 years." Del Mar has expressed an interest in a 65-year lease, which would require legislative action.

To gather the information required for the Board to make a decision and for potential California Coastal Commission and Department of General Services approval, Del Mar applied for and received a \$1.5 million HAP grant, administered by the San Diego Association of Governments (SANDAG). The HAP grant funds due diligence studies such as site design feasibility, economic and financial feasibility studies, transportation and traffic analyses, environmental assessments (e.g., geotechnical, biological, sea level rise studies) and infrastructure assessments (e.g., water/sewer capacity studies, access improvements, sea level rise resiliency).

The MOU with Del Mar enables the 22nd DAA to use this grant for five technical studies of 22nd DAA property, including:

- Affordable Housing Feasibility
- CEQA Constraints
- Sea Level Rise Vulnerability Assessment
- Transportation Demand/Mobility
- Water/Sewer Infrastructure

These studies will also have some benefit to the 22nd DAA and its broader master site planning discussions, regardless of whether the 22nd DAA and Del Mar come to resolution on affordable housing. The 22nd DAA's on-call consultants are conducting the studies.

To accommodate the continued studies and to better align with the timeline of the 22nd DAA's master site planning process, 22nd DAA and Del Mar exercised both available options to extend the ENRA period by 12 months, to April 2027.

Ultimately, at the conclusion of the ENRA process, the 22nd DAA Board of Directors will review the provided information and determine whether to proceed with seeking the necessary approvals from the aforementioned entities.

In the meantime, 22nd DAA and Del Mar representatives have provided information and presentations on affordable housing to the 22nd DAA Board, including at the September 9, 2025, Board meeting. Del Mar also sent a letter to the 22nd DAA prior to the October meeting that urged the 22nd DAA to ensure any proposed amendments are "carefully considered" to "protect the City and DAA from any financial or contractual risks related to use of the grant funds or obligations with the engaged consultants."

Next Steps and Further Considerations:

Following the October Board meeting, the Board Chair tasked the Legal Committee with working with the CEO on the proposed ENRA amendments, as they pertain to an existing binding agreement with Del Mar.

The Legal Committee and 22nd DAA counsel met with Del Mar officials on December 18 to discuss the proposed amendments.

As described in the Legal Committee Report (Item 8-G), the Committee reiterated the Board's directions for amendments to the ENRA and discussed suggestions on how to structure and implement those amendments. Counsel for the 22nd DAA and the City will develop proposed amendments for review and approval by the Del Mar City Council and the 22nd DAA Board.

A pause in discussions may jeopardize this work, continued due diligence work under the ENRA, and/or reimbursement for any outstanding invoices from consultants that were retained to prepare feasibility studies under the MOU. Thus far, about \$415,000 of the \$771,525 budgeted for the feasibility studies through the grant funding has been spent.

3 Wise Men on What's Left of the California Horse Racing Industry

From Martha Sullivan <[REDACTED]>

Date Sun 12/21/2025 9:43 AM

To Sierra Ceballos <sceballos@sdfair.com>; Molly Arnold <marnold@sdfair.com>

Cc Carlene Moore <cmoore@sdfair.com>

Greetings of the Season! Please share the following with the Board members, Officers and Senior Management of the 22nd DAA, Del Mar Race Track Authority and State Race Track Leasing Commission, and include it in the Board Packet for their next Board Meetings. Thank You,

Martha Sullivan
Imperial Beach

Santa Anita Park and the Del Mar Thoroughbred Club shrunk the California Horse Racing industry from 9 operating racetracks in 2024 to 3 operating tracks in 2025.

1) From a top U.S. Thoroughbred racing breeder and owner, John Sikura of Hill 'n Dale Farms, Kentucky:

"Supporting California graded stakes through purse supplementation, freezing the downgrading of stakes while attempting to create stability, and restoring the prior status of fixture races like the Santa Anita Oaks and others with set criteria is actionable and necessary. The phrase 'too big to fail,' applied to the banking industry and automobile industry, certainly applies to California racing.

"I challenge these organizations to prioritize the crisis and formulate a plan of action. Waiving registration fees and 'Win and You're In' won't save racing, but **the loss of California racing will be felt in the sales ring and breeding shed in seismic proportions.**"



Letter To The Editor: John Sikura
thoroughbreddailynews.com

2) From another of the top U.S. Thoroughbred racing owners, Tom Ryan of SF Bloodstock:

"California racing just got dealt another brutal blow. In a year when this sport should be doing everything possible to stabilize a fragile circuit, the **loss of Grade I status** for the Frank E. Kilroe Mile and multiple downgrades at Santa Anita and Del Mar is very concerning."

<https://www.thoroughbreddailynews.com/letter-to-the-editor-another-brutal-blow-for-california/>

3) And another major U.S. Thoroughbred Horse Racing industry figure: **BILL CASNER, CO-FOUNDER OF WINSTAR FARM —**

"California's gone. Belinda Stronach, she doesn't give a damn about horse racing. She could have been the one to save it. First thing she did was sell Golden Gate. Golden Gate was the heart and soul of the California breeding industry, and without that, the California breeding industry's gone. She's chosen to throw the industry in a ditch over more money."

<https://www.thoroughbreddailynews.com/racing-in-2036-bill-casner/>

For Board Packet/2024-25 Wagering Handle in U.S. Horse Racing Industry Graph

From Martha Sullivan <[REDACTED]>

Date Mon 1/5/2026 12:45 PM

To Sierra Ceballos <sceballos@sdfair.com>; Molly Arnold <marnold@sdfair.com>

Cc Carlene Moore <cmoore@sdfair.com>

Greetings of the New Year! **Please include the following in the next Board Packet, and distribute to the Board members, Officers and Senior Management of the 22nd District Agricultural Assn, Del Mar Race Track Authority and State Race Track Leasing Commission.** Thank You for your assistance,

Martha Sullivan
Imperial Beach

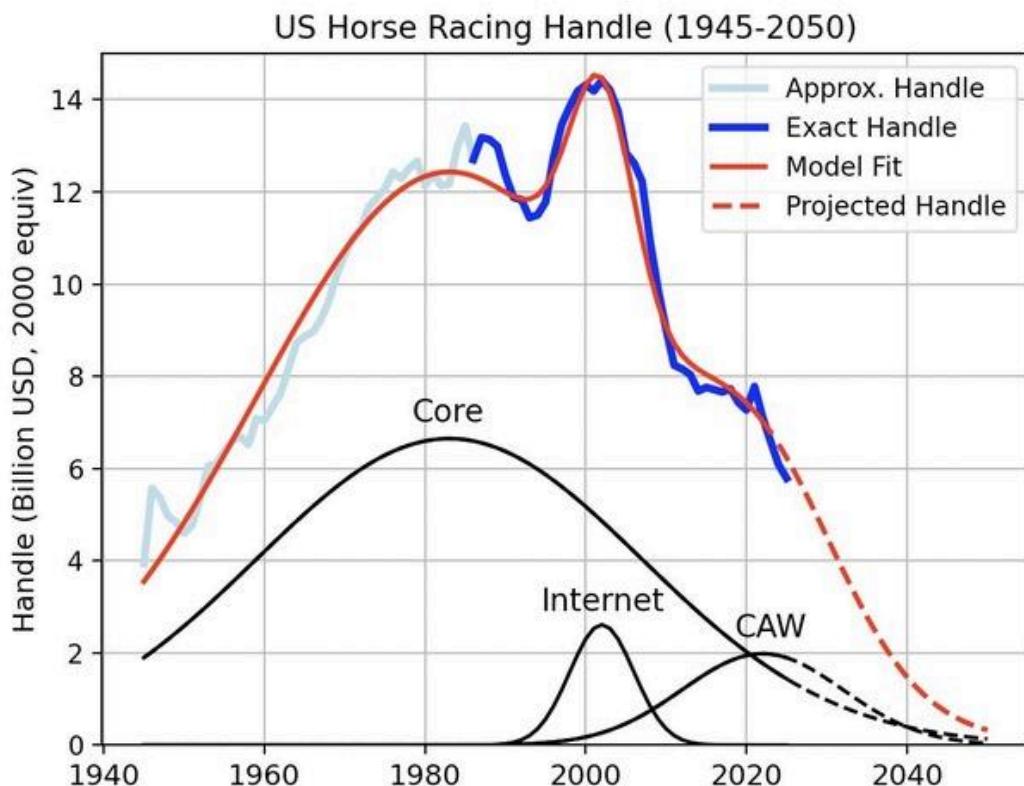
50 U.S. Horse Racing tracks closed since 2000, 30 since 2013.

3 operating racetracks in California in 2025 vs. 9 in 2024.

U.S. Horse Racing wagering handle down 57% adjusted for inflation since 2003.

Keith Bush Graph Updated 1/1/26: "My handle model based on a kernel fit of US handle data from 1945-2023 with 2024-2025 exact handle now plotted alongside the projection."

"Summary of methods: Approx handle is derived from historical purses. Exact handle is reported by The Jockey Club (TJC). Projected handle is derived from a 3-gaussian kernel model fit to 1945-2023 data. All handle is adjusted for inflation (AFI) to the year 2000."



ITEM 9 – Matters of Information

January 13, 2026

Expense Contracts Executed per Delegated Authority

Standard Agreements up to \$50,000				
Contract #: 25-049	Contractor: Tom Nickel	Acquisition Method: Fair & Reasonable	Term: 12/15/2025 - 10/1/2026	Not to Exceed: \$7,000.00
	Purpose: To provide Coordinator services for the 2026 San Diego County Fair Craft Brew Competition and Festival			
Contract #: 25-050	Contractor: Tyson Blake	Acquisition Method: Fair & Reasonable	Term: 12/15/2025 - 10/1/2026	Not to Exceed: \$5,750.00
	Purpose: To provide Assistant Coordinator services for the 2026 San Diego County Fair Craft Brew Competition and Festival			
Contract #: 26-005	Contractor: Fred Greaves Photography	Acquisition Method: Exemption – Marketing & Media Services	Term: 6/1/2026 - 7/31/2026	Not to Exceed: \$32,000.00
	Purpose: To provide on-site photography services during the 2026 San Diego County Fair			
Contract #: 26-007	Contractor: SD Garden Railway Society	Acquisition Method: Fair & Reasonable	Term: 6/1/2026 - 7/31/2026	Not to Exceed: \$5,000.00
	Purpose: To provide installation, staffing, and maintenance of a garden-scale model train exhibit for the 2026 San Diego County Fair			

Interagency Agreements				
Contract #: 25-051	Contractor: Dept. of Human Resources (CalHR)	Categorical Exemption / Exception: Interagency	Term: 7/1/2025 - 6/30/2026	Not to Exceed: \$20,000
	Purpose: To provide controlled substance abuse testing			
Contract #: 26-801	Contractor: CPS HR Consulting	Categorical Exemption / Exception: Interagency	Term: 1/1/2026 - 12/31/2026	Not to Exceed: \$50,000
	Purpose: To provide HR investigation services related to employee matters			
Contract #: 26-802	Contractor: CPS HR Consulting	Categorical Exemption/ Exception: Interagency	Term: 1/1/2026 - 12/31/2026	Not to Exceed: \$50,000
	Purpose: To provide on-demand, day-to-day human resources consulting support			

Revenue Contracts Executed per Delegated Authority

Event Agreements				
Contract #	Licensee	Event Name	Term	Rental Fee
26-1312	Central Valley Reptile	Reptile & Pet Expo	9/17/2026 - 9/20/2026	\$18,920.00
26-1313	Just Between Friends	JBP Consignment Clothing Sale	9/22/2026 - 9/28/2026	\$14,910.00
26-1314	Scott William Bass, Inc	Surfboard Expo	10/8/2026 - 10/11/2026	\$9,940.00
26-1369	Redo Market	Redo Vintage and Makers Market	10/8/2026 - 10/10/2026	\$10,680.00
26-1371	La Mesa RV Center	Del Mar RV Super Sale	9/21/2026 - 9/30/2026	\$21,360.00
26-1373	Snow Jam	Ski & Snowboard Expo	11/18/2026 - 11/23/2026	\$14,910.00
26-1374	SD Card Show	SD Card & Pokémon Expo	3/13/2026 - 3/15/2026	\$8,980.00
26-1375	Westward Expos	Home Show	10/14/2026 - 10/19/2026	\$10,680.00
26-1376	Gem Faire, Inc	Gem Faire	10/14/2026 - 10/18/2026	\$13,470.00

Sponsorship Agreements				
Contract #: SPO-26-021	Sponsor: LPI, Inc. for Pinnacle Spas	Term: 6/10/2026 - 7/5/2026	Amount: \$50,000.00	
	Purpose: To sell Pinnacle spas at the 2026 San Diego County Fair			
Contract #: SPO-26-033	Sponsor: Aqua Paradise	Term: 6/10/2026 - 7/5/2026	Amount: \$95,000.00	
	Purpose: To sell spas and accessories at the 2026 San Diego County Fair			

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-049

GL ACCOUNT NUMBER (If Applicable)

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 Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Tom Nickel

2. The term of this Agreement is:

START DATE

December 15, 2025

THROUGH END DATE

October 1, 2026

3. The maximum amount of this Agreement is:

\$7,000.00

Seven 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	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions	5
Exhibit D	Special Terms & Conditions	5
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.)

Tom Nickel

CONTRACTOR BUSINESS ADDRESS P.O. Box 54	CITY Julian	STATE CA	ZIP 92036
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**EXHIBIT A
SCOPE OF WORK**

A. SERVICES OVERVIEW

1. Tom Nickel, hereinafter referred to as Contractor agrees to provide to the 22nd District Agricultural Association, hereinafter referred to as District, coordinator services for the 2026 San Diego County Fair (SDCF) Craft Brew Competition and SDCF Craft Brew Festival.
2. Services shall be performed both remotely and onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California, 92014.
3. Project representatives during the term of this Agreement will be:

District	Contractor
Name: Mary Martineau, Agriculture Programs Supervisor	Name: Tom Nickel, Coordinator
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: P.O. Box 54 Julian, California 92036
Phone: (858) 792-4247	Phone: (619) 675-9691
Email: mmartineau@sdfair.com	Email: tom@nickelbeerco.com

B. WORK TO BE PERFORMED

A. SDCF Craft Brew Competition

1. At the direction of District Management, Contractor shall be responsible for coordination of the District's SDCF Craft Brew Competition hereinafter referred to as Competition, to be held March 19 through March 21, 2026. Contractor's expertise in craft brew competitions and reputation in the beverage industry shall be utilized to ensure a successful event.
2. Contractor, in collaboration with the Competition Assistant Coordinator, shall assume full responsibility for various aspects of the Competition including but not limited to the following:
 - a. Contractor shall assist the District's Agriculture, Education and Arts Department in the development of entry rules, creation of classifications, guidelines for awards and all forms pertinent to the Competition, including but not limited to judging and comment forms.
 - b. In collaboration with District management, Contractor shall assist in planning and developing Competition event schedules no later than December 15, 2025, or as otherwise directed by District. Event schedules include, but are not limited to the following:

**EXHIBIT A
SCOPE OF WORK**

- i. Building Availability
- ii. Entry Deadlines
- iii. Shipping Schedules
- iv. Contest/Judging Schedules
- v. Release of Results
- vi. Award Distribution & Ceremony

- c. Contractor shall develop Competition procedures and submit for approval of District management. Contractor must ensure Competition procedures are followed by all Competition participants.
- d. Contractor shall forward District provided marketing materials and outreach to breweries to secure new and repeat participants.
- e. Contractor shall coordinate Competition judge arrangements.
 - i. Contractor shall make contact with qualified individuals for judging of the Competition and verify availability for Competition dates.
 - ii. Contractor shall ensure each judge understands the Competition and the responsibility required for being a judge.
 - iii. For each judge secured, Contractor shall provide all relevant information required to create a contract between judge and the District, including each judge's name, address, phone number, email address, payment amount and any temporary lodging requirements to the District no later than January 23, 2026.
- f. Contractor shall be responsible for processing all Competition entries.
 - i. Contractor shall coordinate with District's Entries Office and appropriate software developers to create online entry registration no later than December 15, 2025, or as otherwise directed by District.
 - ii. Contractor shall maintain access to the entry system to review set-up and documents.
 - iii. Contractor agrees District shall have ownership and full access to entry portal to view all entries, reports and/or history at any time.
- g. Contractor on-site requirements for Competition events.

Contractor shall be on site for all Competition related events/activities, including but not limited to:

 - i. Competition preparation, no less than ten (10) days prior to judging.
 - ii. Judging to be held March 19 through March 21, 2026.
 - iii. Awards Ceremony to be held during the SDCF on June 17, 2026.

Contractor acknowledges changes in these times may occur, and that additional hours may be required for a successful event and agrees to work all necessary hours as agreed upon by Contractor and District.
- h. Contractor agrees to assist District with other duties unique to the Competition as they

**EXHIBIT A
SCOPE OF WORK**

arise.

- i. Contractor shall respond to any and all District inquiries regarding Competition, whether attempted via email or telephone, within seventy-two (72) business hours of initial attempt to contact Contractor.
- j. Contractor shall be responsible for paying all Competition travel-related expenses to and from the District, including but not limited to mileage, travel, lodging and food. District shall not reimburse Contractor for any travel related expenses or provide a daily per diem.
3. Contractor shall provide a list to District of any supplies required for the Competition, no later than February 1, 2026. In the event additional supplies are needed outside of the initial order provided by the District, Contractor shall submit in writing a supply list to the District a minimum of fourteen (14) calendar days, prior to the time supplies are needed, to request the District to purchase the supplies. Purchasing the additional supplies will be at the complete and sole discretion of the District. Contractor agrees no reimbursement shall be provided by the District for supplies purchased by Contractor unless approved by the District prior to purchase.
4. Contractor shall provide to the District the results summary and a final report within twenty (20) business days following the last day of the Competition and must attend any and all Competition evaluation meetings at the District.
 - a. Report shall be comprised of full details of competition entries and results, as well as a summary and evaluation of competition outcomes including successes, lessons learned, areas of improvement, etc.
 - b. Results and follow-up report must be prepared and ready for publishing within twenty (20) business days from the last day of the Competition.
 - c. Follow-up evaluation meetings will occur within sixty (60) calendar days following the closing of the 2026 SDCF.
5. Contractor shall assist District staff with promotion of the Farm 2 U's Beer Experience held during the annual SDCF, by promoting throughout the beer community to increase potential exhibitors and attendees.

B. SDCF Craft Brew Festival

1. At the direction of District Management, Contractor shall be responsible for assistance in the coordination of the District's SDCF Craft Brew Festival hereinafter referred to as Festival, to be held June 21, 2026. Contractor's expertise in craft brew festivals and reputation in the beverage industry shall be utilized to ensure a successful event.

**EXHIBIT A
SCOPE OF WORK**

2. Contractor, in collaboration with Festival Assistant Coordinator, shall assume full responsibility for various aspects of the Festival including but not limited to the following:
 - a. Contractor shall assist District's Agriculture, Education and Arts Department and Festival Coordinator in the development of guidelines for participation.
 - b. In collaboration with District management, Contractor shall assist in planning and developing Festival event schedules no later than April 15, 2026. Event schedules include, but are not limited to the following:
 - i. Selection of Participants
 - ii. Delivery Schedules
 - iii. Promotion Schedules
 - iv. Ticket Sales
 - c. Contractor shall forward District provided marketing materials and outreach to breweries, public, and other entities to secure attendees.
 - d. Contractor on-site requirements for Festival events and related activities.

Contractor shall be on-site for all Festival related events and activities, including but not limited to:

- i. Set-Up of Event Site
- ii. Festival on June 21, 2026.

Contractor acknowledges changes in these times may occur, and that additional hours may be required for a successful event and agrees to work all necessary hours as agreed upon by Contractor and District.

- e. Contractor agrees to assist District with other duties unique to the Festival as they arise.
- f. Contractor shall respond to any and all Festival District inquiries, whether attempted via email or telephone, within seventy-two (72) business hours of initial attempt to contact Contractor.
- g. Contractor shall be responsible for paying all Festival travel-related expenses to and from the District, including but not limited to mileage, travel, lodging and food. District shall not reimburse Contractor for any travel related expenses or provide a daily per diem.

C. DISTRICT RESPONSIBILITIES

1. For Competition District shall:
 - a. Provide all necessary credentials to the Contractor, such as parking and identification badges needed before, during, and after the Competition period as well as during the SDCF.

**EXHIBIT A
SCOPE OF WORK**

- b. Create and provide all marketing materials to Contractor for distribution.
- c. Provide, in conjunction with Contractor and Festival Assistant Coordinator, staff and other volunteers to be utilized before and during the judging process to assist in moving and serving samples, as well as other areas as needed.
- d. Provide all locations, materials, and supplies necessary for the completion of judging.
- e. Provide all awards and certificates.

2. For Festival District shall:

- a. Provide all necessary credentials to the Contractor, such as parking and identification badges needed before, during, and after the SDCF.
- b. Create and provide all marketing materials to Contractor for distribution.
- c. Provide, in conjunction with Contractor and Festival Assistant Coordinator, staff and other volunteers to be utilized before and during the Festival to assist in areas as needed.
- d. District shall provide all locations, materials, and supplies necessary for the Festival.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-050

GL ACCOUNT NUMBER (If Applicable)

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 Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Tyson Blake

2. The term of this Agreement is:

START DATE

December 15, 2025

THROUGH END DATE

October 1, 2026

3. The maximum amount of this Agreement is:

\$5,750.00

Five Thousand Seven Hundred Fifty Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions	5
Exhibit D	Special Terms & Conditions	5
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.)

Tyson Blake

CONTRACTOR BUSINESS ADDRESS 9660 Ramsgate Way	CITY Santee	STATE CA	ZIP 92071
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

**EXHIBIT A
SCOPE OF WORK**

A. SERVICES OVERVIEW

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3. Project representatives during the term of this Agreement will be:

District	Contractor
Name: Mary Martineau, Agriculture Programs Supervisor	Name: Tyson Blake, Assistant Coordinator
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: 9660 Ramsgate Way Santee, California 92071
Phone: (858) 792-4247	Phone: (858) 717-1717
Email: mmartineau@sdfair.com	Email: tysonblake79@yahoo.com

B. WORK TO BE PERFORMED

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 - i. Building Availability

**EXHIBIT A
SCOPE OF WORK**

- ii. Entry Deadlines
- iii. Shipping Schedules
- iv. Contest/Judging Schedules
- v. Release of Results
- vi. Award Distribution & Ceremony

c. Contractor shall develop Competition procedures and submit for approval of District management. Contractor must ensure Competition procedures are followed by all Competition participants.

d. Contractor shall forward District provided marketing materials and outreach to breweries to secure new and repeat participants.

e. Contractor shall coordinate Competition judge arrangements.

- i. Contractor shall make contact with qualified individuals for judging of the Competition and verify availability for Competition dates.
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- iii. For each judge secured, Contractor shall provide all relevant information required to create a contract between judge and the District, including each judge's name, address, phone number, email address, payment amount and any temporary lodging requirements to the District no later than January 23, 2026.

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- iii. Awards Ceremony to be held during the SDCF on June 17, 2026.

Contractor acknowledges changes in these times may occur, and that additional hours may be required for a successful event and agrees to work all necessary hours as agreed upon by Contractor and District.

**EXHIBIT A
SCOPE OF WORK**

- h. Contractor agrees to assist District with other duties unique to the Competition as they arise.
- i. Contractor shall respond to any and all District inquiries regarding Competition, whether attempted via email or telephone, within seventy-two (72) business hours of initial attempt to contact Contractor.
- j. Contractor shall be responsible for paying all Competition travel-related expenses to and from the District, including but not limited to mileage, travel, lodging and food. District will not reimburse Contractor for any travel related expenses or provide a daily per diem.

3. Contractor shall provide a list to the District of any supplies required for the Competition, no later than February 1, 2026. In the event additional supplies are needed outside of the initial order provided by the District, Contractor shall submit in writing a supply list to the District a minimum of fourteen (14) calendar days, prior to the time supplies are needed, to request the District to purchase the supplies. Purchasing the additional supplies will be at the complete and sole discretion of the District. Contractor agrees no reimbursement will be provided by the District for supplies purchased by Contractor unless approved by the District prior to purchase.

4. Contractor shall provide to the District the results summary and a final report within twenty (20) business days following the last day of the competition and must attend any and all Competition evaluation meetings at the District.

- a. Report shall be comprised of full details of competition entries and results, as well as a summary and evaluation of competition outcomes including successes, lessons learned, areas of improvement, etc.
- b. Results and follow-up reports must be prepared and ready for publishing within twenty (20) business days from the last day of the Competition.
- c. Follow-up evaluation meetings will occur within sixty (60) calendar days following the closing of the 2026 SDCF.

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B. SDCF Craft Brew Festival

- 1. At the direction of District Management, Contractor shall be responsible for assistance in the coordination of the District's SDCF Craft Brew Festival hereinafter referred to as Festival, to be held June 21, 2026. Contractor's expertise in craft brew festivals and reputation in the beverage industry shall be utilized to ensure a successful event.

**EXHIBIT A
SCOPE OF WORK**

2. Contractor, in collaboration with Festival Coordinator, shall assume full responsibility for various aspects of the Festival including but not limited to the following:
 - a. Assist the District's Agriculture, Education and Arts Department in the development of guidelines for participation.
 - b. In collaboration with District management, Contractor shall assist in planning and developing Festival event schedules no later than April 15, 2026. Event schedules include, but are not limited to the following:
 - i. Selection of Participants
 - ii. Delivery Schedules
 - iii. Promotion Schedules
 - iv. Ticket Sales
 - c. Contractor shall forward District provided marketing materials and outreach to breweries, public, and other entities to secure attendees.
 - d. Contractor on-site requirements for Festival events and related activities.

Contractor shall be on-site for all Festival related events and activities, including but not limited to:

- i. Set-Up of Event Site
- ii. Festival on June 21, 2026.

Contractor acknowledges changes in these times may occur, and that additional hours may be required for a successful event and agrees to work all necessary hours as agreed upon by Contractor and District.

- e. Contractor agrees to assist District with other duties unique to the Festival as they arise.
- f. Contractor shall respond to any and all Festival District inquiries, whether attempted via email or telephone, within seventy-two (72) business hours of initial attempt to contact Contractor.
- g. Contractor shall be responsible for paying all Festival travel-related expenses to and from the District, including but not limited to mileage, travel, lodging and food. District shall not reimburse Contractor for any travel related expenses or provide a daily per diem.

C. DISTRICT RESPONSIBILITIES

1. For Competition District shall:
 - a. Provide all necessary credentials to the Contractor, such as parking and identification

**EXHIBIT A
SCOPE OF WORK**

badges needed before, during, and after the competition period as well as during the SDCF.

- b. Create and provide all marketing materials to Contractor for distribution.
- c. Provide, in conjunction with Contractor and Competition Coordinator, staff and other volunteers to be utilized before and during the judging process to assist in moving and serving samples, as well as other areas as needed.
- d. Provide all locations, materials, and supplies necessary for the completion of judging.
- e. Provide all awards and certificates.

2. For Festival District shall:

- a. Provide all necessary credentials to the Contractor, such as parking and identification badges needed before, during, and after the SDCF.
- b. Create and provide all marketing materials to Contractor for distribution.
- c. Provide, in conjunction with Contractor and Festival Coordinator, staff and other volunteers to be utilized before and during the festival to assist in areas as needed.
- d. District will provide all locations, materials, and supplies necessary for the Festival.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-005

GL ACCOUNT NUMBER (If Applicable)

600100-30

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Fred Greaves Photography

2. The term of this Agreement is:

START DATE

June 1, 2026

THROUGH END DATE

July 31, 2026

3. The maximum amount of this Agreement is:

\$32,000.00

Thirty Two 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	2
Exhibit B	Budget Detail and Payment Provisions	3
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 <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Fred Greaves Photography

CONTRACTOR BUSINESS ADDRESS 2120 Stewart Circle	CITY Woodland	STATE CA	ZIP 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 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

Contractor shall provide onsite photography during the 2026 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 during the Fair, which runs from June 10 – July 5, 2026, 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 nd District Agricultural Association	Fred Greaves Photography
Names: Jennifer Hellman, Marketing Director	Name: Fred Greaves, Photographer/Owner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2120 Stewart Circle Woodland, CA 95776
Phone: 858-792-4227	Phone: 619-994-9207
e-mail: jhellman@sdfair.com	e-mail: fred@fredgreaves.com

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

2. WORK TO BE PERFORMED

A. 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. Contractor shall capture high quality photographs include candid shots, posed portraits, action shots during the San Diego County Fair 2026

B. Onsite photography services shall include digital image processing, file conversion, upload of high-resolution photos to Dropbox for viewing and download, without watermarks.

C. 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.

**EXHIBIT A
SCOPE OF WORK**

- D. 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.
- E. Contractor shall use only original photographs and images created solely by the Contractor for the services performed under this Agreement. The Contractor shall not use, incorporate, or submit any images, graphics, or materials created or owned by any third party unless prior written authorization is obtained from the Contracting Agency and all necessary rights, licenses, or permissions have been secured.
- F. By the end of every shoot day, the Contractor shall provide same-day editing of 6-8 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. Contractor shall coordinate with Fair staff and comply with all rules, regulations, security, and safety protocols while on Fairgrounds property. This includes following all instructions provided by Fair personnel and adhering to applicable laws, policies, and procedures to ensure a safe and secure environment during the performance of services.
- I. Contractor will be provided with a parking pass and San Diego County Fair access credential by the District.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-007

GL ACCOUNT NUMBER (If Applicable)

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

San Diego Garden Railway Society

2. The term of this Agreement is:

START DATE

June 1, 2026

THROUGH END DATE

July 31, 2026

3. The maximum amount of this Agreement is:

\$5,000.00

Five 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	2
Exhibit B	Budget Detail and Payment Provisions	3
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 <https://www.dgs.ca.gov/OLS/Resources>*

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

CONTRACTOR

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

San Diego Garden Railway Society

CONTRACTOR BUSINESS ADDRESS 4320 Viewridge Avenue, Suite C	CITY San Diego	STATE CA	ZIP 92123
PRINTED NAME OF PERSON SIGNING Chuck Klein	TITLE President		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

EXHIBIT A
SCOPE OF WORK

A. SERVICES OVERVIEW

1. San Diego Garden Railway Society, hereinafter referred to as "Contractor", agrees to provide to the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

Contractor shall provide installation, staffing, and maintenance of a Garden Scale (G-Scale) Model Railway Exhibit (MRE) for the 2026 San Diego County Fair (Fair).

2. Services shall be performed onsite at the District, located at: 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
3. The services shall be provided during the Fair, which runs from June 10 – July 5, 2026, closed Mondays and Tuesdays (20 days total). The Fair opens each day at 11 AM, service shall run from opening of the Fair through 9 PM each day.
4. The Project Representatives for the term of this Agreement will be:

District	Contractor
Name: Mary Martineau, Agriculture Programs Supervisor	Name: Chuck Klein, President
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: 4320 Viewridge Avenue, Suite C San Diego, California 92123
Phone: (858) 792-4247	Phone: (619) 787-1552
Email: mmartineau@sdfair.com	Email: ckleinphd@gmail.com

The parties may change their Project Representatives 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

1. At the direction of District Management, Contractor shall provide and install a fully operational G-scale (1:22.5 to 1:32) motorized train exhibit that run on 45mm gauge track, at the Garden Show. The contractor is responsible for delivering, assembling, and maintaining the train exhibit throughout the duration of the Fair, ensuring safe operation for public viewing, and coordinating with the District on layout, power requirements, and any site-specific installation needs.
2. Contractor shall assume full responsibility for all aspects of the MRE, including but not limited to the following:
 - a. Contractor shall submit a design concept to the District for approval no later than March 31, 2026.

EXHIBIT A
SCOPE OF WORK

- b. Upon approval, Contractor shall install the MRE in a pre-determined space inside the Garden Show, ensuring the design allows for public viewing on sides deemed appropriate by District Management.
- c. Installation shall be completed no later than June 7, 2026. District shall retain final approval authority over the design, layout, and installation of the MRE.
- d. The MRE shall be operational from 11:00 AM through 9:00 PM each day the Fair is open.
- e. Contractor shall comply with any District initiated revision requests to the MRE within twelve (12) hours receipt of such request.
- f. Contractor staff and/or volunteers shall maintain a professional appearance at all times while performing services under this Agreement. All personnel must wear Contractor provided uniforms or badges clearly identifying the individual as representative of the Contractor.
- g. Contractor is authorized to sell approved performance related materials within their designated display area. Contract shall retain all proceeds from such sales.
- h. All photographs and videos taken of the Model Railway Exhibit (MRE) during the 2026 San Diego County Fair shall be the property of the District. The District retains the exclusive right to use, reproduce, distribute, and display such media for marketing, promotional, and archival purposes without further compensation to the Contractor.

C. DISTRICT RESPONSIBILITIES

1. District shall provide all soil and block for assigned exhibit space with ample public access for viewing the MRE.
2. District shall provide all power needed for operation of the MRE.
3. District shall design and provide necessary signage and backdrop banner for MRE.
4. District shall provide a number of badges, admission credentials, and parking passes appropriate for the Contractor's staff and volunteers. Credentials will be distributed based on staffing list provided by the Contractor to the District no later than June 1, 2026. Contractor shall be responsible for safeguarding all credentials and shall reimburse the District for the cost of any replacement.

SCO ID:		
State of California-Department of General Services STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER	PURCHASING NUMBER (if applicable)
	25-051	

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

22nd District Agricultural Association (22nd DAA)

CONTRACTOR NAME

Department of Human Resources (CalHR#: R2504515)

2. The term of this Agreement is:**START DATE**

July 1, 2025

END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$20,000.00

Twenty 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	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B, Attachment 1	Medical Program Rates	3
Exhibit C*	General Terms and Conditions	GIA 11/2022
Exhibit D	Special Terms and Conditions	3
Exhibit E	Travel and Per Diem	4

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 [Standard Contract Language](#)

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.)**

Department of Human Resources

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1515 S Street, Suite 500N	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
Helen Fairchild	Chief Operating Officer, Administrative Services Division		
CONTRACTOR AUTHORIZED SIGNATURE <small>DocuSigned by:</small>	DATE SIGNED		
 E48561FB2F084E9...	12/29/2025		

STATE OF CALIFORNIA**CONTRACTING AGENCY NAME**

22nd District Agricultural Association

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Blvd.	Del Mar	CA	92014
PRINTED NAME OF PERSON SIGNING	TITLE		
Carlene Moore	Chief Executive Officer		
AUTHORIZED SIGNATURE	DATE SIGNED		
			
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION, IF APPLICABLE		
	EXEMPT PER SCM 4.04.A.5		

EXHIBIT A

SCOPE OF WORK

1. BACKGROUND

Department of Human Resources (CalHR or Contractor) agrees to provide Controlled Substance Abuse Testing and Treatment (CSATT) Program services to 22nd District Agricultural Association (22nd DAA) (client) as described herein:

2. LOCATION

The CSATT Program administration and meetings shall be conducted at CalHR located at 1515 S Street, North Building, Suite 500, Sacramento, California 95811, or virtually. The CSATT collection sites shall be at various locations throughout California.

3. PURPOSE

Pursuant to CalHR regulations, Government Code section 19572 and Executive Order D-58-86, CalHR is responsible for establishing the CSATT program to achieve a drug-free workplace, while protecting the privacy of state employees. To comply with federal and state workplace drug and alcohol testing requirements, CalHR has entered into an agreement with a qualified vendor to obtain services for drug and alcohol testing mandated by federal and/or state regulations. CalHR has entered into a separate agreement with a vendor to provide treatment referral services for employees who test positive for alcohol and/or drugs.

4. SERVICES PROVIDED

The following services are included in this agreement, as needed. Charges occur per usage:

- A. State Pre-employment Testing under California Code of Regulation (CCR), sections 213.0-213.6
- B. State Reasonable Suspicion Testing as approved by CalHR under CCR, sections 599.960-599.966
- C. Federal Random/Pre-employment/Reasonable Suspicion/Post Accident Testing for commercial drivers mandated by U.S. Code of Federal Regulations (CFR), Federal Motor Carrier Safety Administration (FMCSA), section 49 Parts 382, et. al.
- D. U.S. Coast Guard (USCG) Random Testing mandated by CFR 49, Title 46
- E. Random and Reasonable Suspicion Testing for Bargaining Unit 6 non-commercial driver testing mandated by CCR, sections 599.960-599.966 and Bargaining Unit 6 contract agreement.
- F. Treatment Referral Services for all State Employees Subject to Testing for Substance

Abuse. All services are conducted in compliance with Title 49 of the Code of Federal Regulations, Part 40 and 382, and in accordance with Public Contract Code section 10335, et. Seq.

5. DELIVERABLES

CalHR shall provide the following deliverables:

- A. Drug and alcohol testing via collection sites with compliant chain-of-custody procedures. All services shall comply with federal drug testing standards and procedures established by CFR, title 49, part 40 and applicable SAMHSA Guidelines and as specified by CalHR. Should the federal standards change during the term of this agreement the contractor shall conform to the new testing standards. Any dispute over what those standards require shall be decided by CalHR.
- B. Laboratory services for chemical analysis of urine specimens. The laboratory shall be certified by SAMHSA and conduct urine testing in compliance with CFR, title 49, part 40 regulations as they now exist or may exist in the future and as specified by CalHR.
- C. Medical Review Officer (MRO) services for the interpretation of substance test results. MRO services will be completed by a certified provider in accordance with applicable FMCSA regulations, CFR, title 49, Subtitle A, Part 40 as they now exist or may exist in the future and as specified by CalHR.
- D. Training services and guidance to instruct employers – including supervisors, managers, and training officers – on applicable state and federal laws and regulations necessary to administer the drug and alcohol screening program of their agency. Training is available by request.
- E. Technical assistance and support to enable state agencies to administer drug and alcohol testing programs under this agreement.
- F. Substance Abuse Professional (SAP) referrals for evaluation, treatment, reporting, and return-to-work recommendations. The SAP will conduct initial evaluations and make referrals for treatment and rehabilitation and conduct follow-up evaluations to ensure compliance. In addition, the SAP determines the need for follow-up testing and aftercare programs for employees and provides written reports regarding employee progress to the hiring authority. All SAP services are conducted in compliance with CFR, title 49, Parts 40 and 382.

6. ACCESSING SERVICES

CalHR will provide client agencies contact information for both the drug and alcohol testing vendor, and the SAP vendor.

- A. The drug and alcohol testing vendor is available to respond to service inquiries as needed. The following inquiries may be directed to the vendor:

Department of Human Resources
CalHR #: R2504515
22nd District Agricultural Association (22nd DAA) #: 25-051
Exhibit A
Page 3 of 5

- 1) Supply requests (i.e., custody control forms, breath alcohol testing [BAT] forms)
- 2) Scheduling issues
- 3) Onsite requests
- 4) Sending or uploading BAT forms
- 5) Missing BAT forms
- 6) Status of results
- 7) Add or remove panels
- 8) New accounts
- 9) Update information on accounts (i.e., address, users, permission levels, result reporting)
- 10) Random selections
- 11) Designated Employer Representative/Reasonable Suspicion training certifications

B. The SAP vendor is available to respond to service inquiries as needed. The following inquiries may be directed to the vendor:

- 1) Any forms, as needed
- 2) SAP referral and scheduling issues
- 3) Status updates

C. All other requests and inquiries may be directed to CalHR, including:

- 1) Escalations
- 2) Billing issues
- 3) Assistance with adding positions to the safety sensitive list
- 4) A list of substances tested in the DOT and NONDOT panels
- 5) All other issues not delegated to the vendor

Department of Human Resources
CalHR #: R2504515
22nd District Agricultural Association (22nd DAA)#: 25-051
Exhibit A
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7. CONTRACT REPRESENTATIVES

	CalHR	Comprehensive Drug Testing
Name:	Raymond Titano	Kim Jasper
Title	Medical Services Specialist	President
Address:	1515 S Street, Suite 500N Sacramento, CA 95811	230 Commerce, St. 100 Irvine, CA 92602
Email:	Raymond.Titano@calhr.ca.gov	Kim.Jasper@cdtsolutions.com
Phone:	(916) 445-9832	(714) 852-5200 Ext. 200

	CalHR	Comprehensive Drug Testing
Section/ Unit:	Controlled Substance Abuse Testing and Treatment (CSATT) Program	Account Managers
Attention:	Raymond Titano	Abby Avila, Patti McKitterick
Email:	Raymond.Titano@calhr.ca.gov	abby@cdtsolutions.com , patti@cdtsolutions.com
Phone:	(916) 445-9832	(714) 852-5215, (714) 852-5210

Contract representatives may be changed by written notice to the other party

8. DEPARTMENT REPRESENTATIVES

Section/ Unit:	22 nd DAA Human Resources
Attention:	Kaitlyn Findley-Thorn
Email:	kthorn@sdfair.com
Phone:	858-755-1161 ext.4298
Fax:	858-792-4246

Either State agency may terminate this Agreement upon thirty (30) days' advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

9. SAP SOLUTIONS, LLC

A. SCOPE OF WORK

CalHR agrees to provide the following services:

- 1) Substance Abuse Professional (SAP) Services for employees in safety-sensitive positions through CalHR Contract Number S2504501 with SAP Solutions, Limited Liability Company (Subcontractor) and administered by CalHR for all state employees. When entering into an agreement with CalHR, the department shall have no contractual relationship with or obligation to the subcontractor. The SAP conducts

Department of Human Resources
CalHR #: R2504515
22nd District Agricultural Association (22nd DAA)#: 25-051
Exhibit A
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initial evaluations, prescribes rehabilitation and treatment programs, and conducts follow-up evaluations to ensure compliance with prescribed requirements. In addition, the SAP determines the need for follow-up testing and aftercare program for employees and provides written reports to the contracting department regarding the employee's progress. CalHR procured the Subcontractor in accordance with Public Contract Code section 10335, et. Seq. All SAP services are conducted in compliance with CFR, title 49, Parts 40 and 382.

- a) If required by the department, CalHR or its qualified representative, including but not limited to the SAP, shall attend appeal and court hearings, and provide expert testimony concerning the methods used, reliability, and results of analysis.
- b) The department shall reimburse the contractor for reasonable expenses for transportation, meals, parking and lodging actually incurred at the state rate, as specified in Exhibit E. Receipts for expenses are required to process reimbursements.
- c) The SAP services shall be performed at various locations throughout the State of California.
- d) For services satisfactorily rendered and upon receipt and approval of the invoices, the department agrees to compensate CalHR for actual expenditures incurred and administrative fees, as specified in Exhibit B and Exhibit B, Attachment 1.
- e) All inquiries during the term of this contract shall be directed to the following representatives.

	CalHR	SAP Solutions, LLC.
Section/ Unit:	Controlled Substance Abuse Testing and Treatment (CSATT) Program	Account Manager Roderick Fields, CEO
Attention:	Raymond Titano	Account Manager Roderick Fields
Email:	Raymond.Titano@calhr.ca.gov	easysapsolutions@gmail.com
Phone:	(916) 445-9832	(888) 216-2677
Fax:		(626) 525-7464
Address:	1515 S Street, North Bldg., Suite 500, Sacramento, CA 95811	9719 Lincoln Village Drive, Suite 500 Unit A, Sacramento, CA 95827

Contract representatives may be changed by written notice to the other party.



CONSULTING SERVICES AGREEMENT
22nd District Agricultural Association Del Mar Fairgrounds
Investigation Services

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of January 1, 2026 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A"). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
 - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. If applicable, Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
 - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
 - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
 - D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR' net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

E. Term and Termination of Agreement.

- 1. Term.** The term of this Agreement is from January 1, 2026 through December 31, 2026.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY

COURSE OF DEALING AND NO
REPRESENTATIVE OF CPS HR IS
AUTHORIZED TO GIVE ANY ADDITIONAL
WARRANTY.

G. Work Product.

1. Ownership. Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

H. Release of Information to Third Parties.

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate

with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

I. Indemnification. CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

J. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

K. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

2. Dispute Resolution; Remedies.

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in

addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

3. Attorneys Fees. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. Governing Law. This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

5. Force Majeure. Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

6. Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a

waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

7. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

8. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

9. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

10. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba
CPS HR Consulting**
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

By: Sandy MacDonald-Hopp
Authorized Signature

Name: Sandy MacDonald-Hopp
Title: Chief Financial Officer

**22nd District Agricultural Association
Del Mar Fairgrounds**
2260 Jimmy Durante Blvd., Del Mar, CA 92014

By: Carlene Moore
Carlene Moore (Dec 23, 2025 15:58:05 PST)
Authorized Signature

Name: Carlene Moore
Title: Chief Executive Officer

Exhibit A
Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall assist the 22nd District Agricultural Association Del Mar Fairgrounds with investigative services as detailed in the CPS HR proposal dated November 12, 2025 and included herein as Attachment 1 to Exhibit A.

2. **CLIENT RESPONSIBILITIES:**

- a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team.
- b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. **CPS HR PROJECT MANAGER:** Debbie Gutman dgutman@cpshr.us

4. **CLIENT PROJECT MANAGER:** Carlene Moore cmoore@sdfair.com

5. **SERVICE FEES:**

- a. All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.
- b. Hourly Bill Rates: CPS HR will provide services at the following hourly rates.

Investigator	\$250.00
Project Manager	\$180.00
Principal Consultant/Technical Expert	\$150.00
Senior Consultant	\$130.00
Administrative Support	\$100.00

If on-site meetings are requested by Client, travel time will be billed at 50% of the billable rate.

- c. Additional Expenses: It is assumed the scope of services will be performed remotely. If on-site services are requested by the Client, travel expenses will be reimbursed at the standard GSA rates. Actual out-of-pocket reimbursable expenses for such items as printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly for actual expenses incurred. For investigation services, CPS HR will record and transcribe all interviews through a transcription service. The cost for the transcription service will be invoiced to the Client at cost.
- d. Invoices: CPS HR will invoice Client on a monthly basis for hours incurred and expenses accrued the month prior. Client will pay CPS HR within thirty (30) days following receipt of invoice.

6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

7. This SOW covers work requested and performed prior to the commencement of this SOW.



CONSULTING SERVICES AGREEMENT
22nd District Agricultural Association Del Mar Fairgrounds
Ongoing Human Resources Services

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of January 1, 2026 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A"). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
 - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. If applicable, Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
 - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
 - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
 - D. Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR' net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

E. Term and Termination of Agreement.

- 1. Term.** The term of this Agreement is from January 1, 2026 through December 31, 2026.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.
- 4. Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

- 1. Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL WARRANTIES IMPLIED FROM ANY

COURSE OF DEALING AND NO
REPRESENTATIVE OF CPS HR IS
AUTHORIZED TO GIVE ANY ADDITIONAL
WARRANTY.

G. Work Product.

1. Ownership. Upon CPS HR' receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR' work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

H. Release of Information to Third Parties.

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate

with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

I. Indemnification. CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

J. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CPS HR' LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO CPS HR.

K. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

2. Dispute Resolution; Remedies.

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in

addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

3. Attorneys Fees. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. Governing Law. This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

5. Force Majeure. Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

6. Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a

waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

7. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

8. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or -mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

9. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

10. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba
CPS HR Consulting**
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834

By: Sandy MacDonald-Hopp
Authorized Signature

Name: Sandy MacDonald-Hopp
Title: Chief Financial Officer

**22nd District Agricultural Association
Del Mar Fairgrounds**
2260 Jimmy Durante Blvd., Del Mar, CA 92014

By: Carlene Moore
Carlene Moore (Dec 18, 2025 11:32:11 PST)
Authorized Signature

Name: Carlene Moore
Title: Chief Executive Officer

Exhibit A
Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. SERVICES: CPS HR shall assist the 22nd District Agricultural Association Del Mar Fairgrounds with ongoing human resources services as detailed in the CPS HR proposal dated November 12, 2025 and included herein as Attachment 1 to Exhibit A.
2. CLIENT RESPONSIBILITIES:
 - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team.
 - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. CPS HR PROJECT MANAGER: Debbie Gutman dgutman@cpshr.us
4. CLIENT PROJECT MANAGER: Kaitlyn Findley-Thorn kthorn@sdfair.com
5. SERVICE FEES: Not to Exceed \$50,000.00
 - a. All Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates.
 - b. Hourly Bill Rates: CPS HR will provide services at the following hourly rates.

Project Manager	\$180.00
Principal Consultant/Technical Expert	\$150.00
Senior Consultant	\$130.00
Administrative Support	\$100.00

 If on-site meetings are requested by Client, travel time will be billed at 50% of the billable rate.
- c. Additional Expenses: It is assumed the scope of services will be performed remotely. If on-site services are requested by the Client, travel expenses will be reimbursed at the standard GSA rates. Actual out-of-pocket reimbursable expenses for such items as printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly for actual expenses incurred. Client will have final approval on any expenses utilized for each recruitment effort.
- d. Invoices: CPS HR will invoice Client on a monthly basis for hours incurred and expenses accrued the month prior. Client will pay CPS HR within thirty (30) days following receipt of invoice.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.
7. This SOW covers work requested and performed prior to the commencement of this SOW.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 11/19)

AGREEMENT NUMBER
SPO-26-021

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

LPI, Inc. for Pinnacle Spas

2. The term of this Agreement is: **June 10 – July 5, 2026**

3. The amount of this Sponsorship Agreement is: **\$50,000.00 Contract Price**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Sponsorship Terms

Exhibit B – Insurance Requirements

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

Exhibit C – Licensee Handbook

The Licensee Handbook is made part of this Agreement and Sponsor must comply with all terms and conditions contained in the Handbook unless provided for in writing by the 22nd DAA.

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

SPONSOR		<i>California State Use Only</i>
SPONSOR'S NAME		
LPI, Inc. for Pinnacle Spas		
BY (Authorized Signature)		DATE SIGNED
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
506 Twin Oaks Drive, Johnson City, TN 37604		
STATE OF CALIFORNIA		
AGENCY NAME		
22nd District Agricultural Association		
BY (Authorized Signature)		DATE SIGNED
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
CARLENE MOORE, CEO/GENERAL MANAGER		
ADDRESS		
2260 Jimmy Durante Blvd		
Del Mar, CA 92014-2216		

GL 431-102-00

SPO-26-021
LPI, Inc. for Pinnacle Spas
Exhibit A - Sponsorship Terms
2026 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which **LPI, Inc. for Pinnacle Spas** (“Sponsor”) has agreed to provide products and/or services for sale during the 2026 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$50,000.00.
1. 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 December 1, 2025.
2. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 1, 2026.
3. Sponsor shall not enter into any third-party promotions without prior written authorization from the 22nd DAA.
4. Without the prior written consent of the 22nd DAA, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
5. 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 “22nd DAA”) 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 22nd DAA. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the 22nd DAA with respect to the sole negligence or willful misconduct of the 22nd DAA, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
6. 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 22nd DAA or the State of California.
7. Where the terms of this Agreement or 22nd 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 22nd DAA’s documents shall supersede and take precedence over Sponsor’s proposal or Sponsor’s documents.
8. 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.
9. 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.
10. In the event the Sponsor breaches the terms of this Agreement, the 22nd 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.
11. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the 22nd DAA may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

12. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products and supplies, except to the extent caused by the sole negligence or willful misconduct of the 22nd DAA. Inadequate protection or security cannot be considered negligence of the 22nd DAA.
13. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently displayed at all times. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the 22nd DAA, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to 22nd DAA's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by 22nd DAA management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the 22nd DAA to the Sponsor or its employees.
14. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
15. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the 22nd DAA, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to 22nd DAA. A decision by the 22nd 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 under this Agreement without interruptions during the dispute period.
16. The 22nd DAA reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the 22nd DAA to be paid to the Sponsor. If the Sponsor has any vehicles, equipment and materials on 22nd DAA property, the Sponsor must remove this property within 24 hours of the written notice of termination.
17. 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 22nd DAA to be inappropriate or detrimental to the interests of the 22nd DAA, it is agreed that the 22nd DAA may immediately terminate this Agreement.
18. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
19. 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.

20. Responsibilities of Participant:

- a) Operate and maintain the LPI Spa booth at the 2026 San Diego County Fair for all hours as noted in the commercial handbook for all vendors.
- b) Provide examples of all literature, samples and merchandise to be distributed and/or sold at the booth. These items must be pre-approved by the 22nd DAA's Sponsorship office.
- c) Provide conceptual drawings or images as to the booth design for approval from the 22nd DAA.
- d) The Licensee Handbook is hereby incorporated into this Agreement. Participant shall abide by the rules and regulations for all vendors, concessionaires and exhibitors as outlined in the Licensee Handbook for the 2026 San Diego County Fair unless otherwise provided for in writing by the 22nd DAA's Sponsorship office.

21. Responsibilities of the 22nd DAA:

- a) Provide a booth approximately 1,000 sq. ft. at the 2026 San Diego County Fair in Wyland Hall for the sale of Pinnacle spas.
- b) Provide six (6) photo ID badges for staff allowing unlimited admission to the Fair.
- c) Provide one hundred (100) Fair admission tickets.
- d) Provide twenty (20) single day track parking passes valid any day of the Fair.
- e) Provide twenty (20) single day horsepark parking passes valid any day of the Fair.
- f) Provide six (6) season parking passes.
- g) Provide a hospitality bank of \$750. This can be used for concert tickets, additional admission or parking.

STATE OF CALIFORNIA
SPONSORSHIP AGREEMENT
(Rev 11/19)

AGREEMENT NUMBER
SPO-26-033

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

STATE AGENCY'S NAME

22nd District Agricultural Association

SPONSOR'S NAME

Aqua Paradise

2. The term of this Agreement is: **June 10 – July 5, 2026**

3. The amount of this Sponsorship Agreement is: **\$95,000.00 Contract Price**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Sponsorship Terms

Exhibit B – Insurance Requirements

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

Exhibit C – Licensee Handbook

The Licensee Handbook is made part of this Agreement and Sponsor must comply with all terms and conditions contained in the Handbook unless provided for in writing by the 22nd DAA.

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

SPONSOR	
SPONSOR'S NAME	
Aqua Paradise	
BY (Authorized Signature)	DATE SIGNED
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Jay Gavin	
ADDRESS	
3655 Camino Del Rio West San Diego, CA 92110	
STATE OF CALIFORNIA	
AGENCY NAME	
22nd District Agricultural Association	
BY (Authorized Signature)	DATE SIGNED
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Carlene Moore, CEO/General Manager	
ADDRESS	
2260 Jimmy Durante Blvd Del Mar, CA 92014-2216	

GL 405-100-00

SPO-26-033-19
Aqua Paradise
Exhibit A - Sponsorship Terms
2026 San Diego County Fair

1. This sponsorship agreement (“Agreement”) includes the terms and conditions to which Aqua Paradise (“Sponsor”) has agreed to in providing products and/or services during the 2026 San Diego County Fair (“Fair”), produced by the 22nd District Agricultural Association, a California state institution (“State”, “District” or “22nd DAA”). The cost of this sponsorship is \$95,000.00.
1. 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 November 28, 2025.
2. Sponsor shall make payment of the sponsorship in total when the Agreement is signed, or no later than May 1, 2026.
3. Sponsor shall not enter into any third-party promotions without prior written authorization from 22nd DAA.
4. Without the prior written consent of the 22nd DAA, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
5. 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 “22nd DAA”) 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 22nd DAA or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any 22nd DAA, 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 22nd DAA. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the 22nd DAA with respect to the sole negligence or willful misconduct of the 22nd DAA, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
6. 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 22nd DAA or the State of California.
7. Where the terms of this Agreement or 22nd 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 22nd DAA’s documents shall supersede and take precedence over Sponsor’s proposal or Sponsor’s documents.
8. 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.
9. 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.
10. In the event the Sponsor breaches the terms of this Agreement, the 22nd 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.
11. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the 22nd DAA may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

12. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products and supplies, except to the extent caused by the sole negligence or willful misconduct of the 22nd DAA. Inadequate protection or security cannot be considered negligence of the 22nd DAA.
13. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently displayed at all times. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the 22nd DAA, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to 22nd DAA's operations. Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by 22nd DAA management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the 22nd DAA to the Sponsor or its employees.
14. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22nd DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22nd DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22nd DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
15. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22nd DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the 22nd DAA, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to 22nd DAA. A decision by the 22nd 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 under this Agreement without interruptions during the dispute period.
16. The 22nd DAA reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the 22nd DAA to be paid to the Sponsor. If the Sponsor has any vehicles, equipment and materials on 22nd DAA property, the Sponsor must remove this property within 24 hours of the written notice of termination.
17. 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 22nd DAA to be inappropriate or detrimental to the interests of the 22nd DAA, it is agreed that the 22nd DAA may immediately terminate this Agreement.
18. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
19. 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.

20. **Responsibilities of Sponsor:**

- a. Operate and maintain the spaces at the 2026 San Diego County Fair. At this space sponsor will be able to sell spas and accessories in the O'Brien hall location and beach related items in the Bing Crosby location.
- b. Provide examples of all literature, samples and merchandise to be distributed and sold. These items must be pre-approved by the 22nd DAA's Sponsorship office.
- c. The Licensee Handbook is hereby incorporated into this Agreement. Participant shall abide by the rules and regulations for all vendors, concessionaires and exhibitors as outlined in the Licensee Handbook for the 2026 San Diego County Fair unless otherwise provided for in writing by the 22nd DAA's Sponsorship office.

21. **Responsibilities of the 22nd DAA:**

- a. Provide a 20' x 80' island booth space (#1412) in O'Brien Hall for the sale of spas.
- b. Provide a 10 x 20 booth in Bing Crosby hall for the sale of Halloween themed items.
- c. Provide one 50amp service to this booth. Any additional connections will be the responsibility of the sponsor.
- d. Provide fifty (50) Fair admission tickets.
- e. Provide ten (10) badge ID's for staff allowing unlimited admission.
- f. Provide twenty (20) single day track parking passes valid any day of the Fair.
- g. Provide forty (40) single day horsepark parking passes valid any day of the Fair.
- h. Provide six (6) season parking passes.
- i. Provide a hospitality bank of \$750. This can be used for additional admission tickets, parking or concert tickets.