NOTICE OF MEETING

22nd District Agricultural Association Board of Directors
Tuesday, March 10, 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
Tuesday, March 10, 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. **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.

4. **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 – February 10, 2026** 6-10
   - **Contract Awards & Approvals** 11-81
     - Standard Agreements
       22-022 AM4 The 9th Shield Incorporated; 22-027 AM5 Rafo Investment, Inc. DBA SD Luxury Limos; 22-032 AM4 Velasea, LLC; 23-002 AM3 Wagner Consulting Group, Inc.; 23-031 AM1 Global Power Group, Inc.; 24-022 AM1 Lopez Works Incorporated (Trash Labor Services); 24-025 AM1 Lopez Works Incorporated (Asphalt Sweeping Services); 24-026 AM1 Lopez Works Incorporated (Power Washing Services); 23-068 AM2 Bodewell Group ~~Southwest Strategies~~; 26-016 JJLR LLC DBA Kiosk Prepaid; 22-902 AM2 Event Money, Inc. DBA Money Mobile; 22-028 AM4 San Elijo JPA
     - 2026 San Diego County Fair Ride Operator Agreements
       26-M-01 Alamo Amusements; 26-M-02 Bishop Amusement Rides; 26-M-04 Dakota Rides; 26-M-05 SBP Entertainment; 26-M-06 Iconic Midway Rides; 26-M-07 Kastl Amusements; 26-M-08 M & C Attractions; 26-M-09 Outside Amusements; 26-M-10 Prime Pacific; 26-M-11 RCS; 26-M-12 RCS; 26-M-13 Southern Cross; 26-M-14 Still Tryan; 26-M-15 Talley Amusements; 26-M-16 Talley Amusements; 26-M-17 Wanderlust Amusements; 26-M-18 Wood Ent Co
     - 2026 San Diego County Fair Game Operator Agreements
       26-M-19 Ashlea Enterprises; 26-M-20 Big T Toys & Sports; 26-M-21 Boguey Concessions; 26-M-22 Boguey's Boardwalk; 26-M-23 JACA Ent; 26-M-24 PAN; 26-M-25 Paul's Concession; 26-M-26 Rogmic Ent; 26-M-27 Talley Amusements

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

- **Presentation by Don Diego Scholarship Foundation** — Verbal
- **Operational Announcements**
  - Executive Summary of Monthly Financial Reports — 82-86
  - Boards, Committees, and Standing Meetings Update — 87-92
  - Fairgrounds 2050 Public Outreach and Engagement — Verbal
  - Employee Engagement Initiative — 93-100
- **Industry News & Updates**
  - CDFA Collaborative Exchange — 101-102

6. **GENERAL BUSINESS**

A. **Audit & Governance Committee Report** – Joyce Rowland, Chair [Information Item] — 103-105

B. **Entertainment & Vendor Relations Committee Report** – Donna DeBerry, Chair [Information Item] — Verbal

C. **Fair Operations Committee Report** – Kathlyn Mead, Chair [Information Item] — 106-107
- Announce additional Grandstand show offerings

D. **Finance Committee Report** – Mark Arabo, Chair — 108-114
1. Consideration and vote on whether to approve the proposed Facility Rental Rates beginning in 2027 [Action Item]

E. **Legal Committee Report** – Frederick Schenk, Chair — 115-160
1. Discuss and vote to amend the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar [Action Item]

F. **People & Culture Committee Report** – Kathlyn Mead, Chair [Information Item] — 161-166
- Update on selection of facilitators and dates for Board governance education and culture workshops

G. **Regulatory & Governmental Affairs Committee Report** – Michael Gelfand, Chair [Information Item] — 167-168

H. **RTA-SRTLC Meetings Report** – Mark Arabo, RTA President [Information Item] — Verbal
- Recap of meetings on March 9, 2026

I. **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** [Information Item] — Verbal

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

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

A. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, there is significant exposure to litigation against the 22nd DAA. (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.

D. Personnel: The Board will meet in closed session to consider those items authorized under Section 11126 of the Government Code, including but not limited to the evaluation of performance of the CEO. (Gov. Code, § 11126, subd. (a).)

8. **RECONVENE TO OPEN SESSION**

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

9. **MATTERS OF INFORMATION**

- **Correspondence** 169-174
- **Review of Contracts Executed per CEO Delegation of Authority** 175-199
  - Standard Agreements up to $50,000
    26-013 ShareStaff; 26-014 Design Pickle, LLC; 26-017 Fair-ly Decent Promotions
  - Event Agreements
    26-1423 Legends Global (Bar Mitzvah); 26-1428 Susan G. Komen; 26-1431 Legends Global (RAV 4 Launch); 26-1432 Legends Global (Women's Resource Center Gala); 26-1433 Legends Global (Wedding Reception)
  - San Diego County Fair Agreements
    Dr. Seuss Enterprises, L.P.; Scholastic Book Fairs
  - San Diego County Fair Grandstand Entertainment Agreements
    26-1013 Chicago; 26-1010 Frias Entertainment f/s/o Pancho Barraza and Banda Machos; 26-1015 Nelly; 26-1008 MMM Touring, Inc f/s/o Maren Morris; 26-1011 Frias Entertainment f/s/o Capibaras; 26-1003 AJR Touring, LLC f/s/o AJR; ~~26-1016 Megadeth~~; 26-1012 Frias Entertainment f/s/o Conjuntos Primavera
  - San Diego County Fair Concessions Agreements
    26-1435 Pay2Play RC; 26-1436 E3 Ventures Inc.

10. **ADJOURNMENT**

22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard, Del Mar, CA 92014
February 10, 2026

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

SUBJECT TO BOARD APPROVAL

OFFICERS PRESENT
Sam Nejabat, Chair
Lisa Barkett, Vice Chair

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)

CALL TO ORDER
Chair Nejabat called the meeting to order at 9:33 a.m.

ROLL CALL
Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Gelfand, Mead, Rowland, and Schenk were all present.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA (see pages 5-11 of transcript)
Shane Harris, Jane Cartmill, Martha Sullivan

CONSENT CALENDAR

PUBLIC COMMENT ON CONSENT CALENDAR (see page 11 of transcript)
None

Director Rowland moved to approve the Consent Calendar. Director DeBerry seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, DeBerry, Gelfand, Mead, Rowland, and Schenk all voted in favor. Director Blair abstained. The motion carried 8-0-1.

EXECUTIVE REPORT

- The filing deadline for Form 700 is coming up on April 1, 2026.
- Don Diego Scholarship Foundation Board member Steve Shewmaker shared a letter from a Don Diego Scholarship recipient who is studying at Chico State University. The Foundation plans to award $121,000 in new scholarship money in 2026. Director Schenk will be the honoree of the annual Don Diego Scholarship Foundation Gala at the San Diego County Fair.
- District department heads introduced themselves to the Board and outlined the responsibilities of each department.
- Monthly financial reports can be found on pages 24-29 of the meeting packet.
- Supervising Environmental Planner Dustin Fuller presented the annual update on the District's contract for on-call environmental services with Harris and Associates. The amount spent between February 1, 2025 and January 31, 2026 was $1,394,661.34.
- CCO Hallman briefed the Board on the District's external communications strategy and practices.
- CEO Moore asked Board members to confirm if they are interested in traveling to out-of-state fairs and events to see parallel concepts in action.
- Construction on the new special events rail platform project at the Fairgrounds is expected to begin in 2027.
- CEO Moore stepped down from the California Fairs Alliance Board in January.
- The California Construction Authority report will be presented at a future meeting.

PUBLIC COMMENT ON EXECUTIVE REPORT (see page 117 of transcript)
None

GENERAL BUSINESS

Item 6-A: DMTC Liaison Committee Report
Chair Nejabat referred to the report on pages 39-86 of the meeting packet. Committee Chair Arabo reported that the committee met with Legends about potential enhancements to the guest experience, and distributed an email from Legends outlining next steps.

Item 6-A-1: Consideration and vote to approve the 2026 Operating Budget of the Del Mar Thoroughbred Club
DMTC President and COO Josh Rubinstein presented DMTC's proposed 2026 operating budget, which projects an estimated $3.38 million in payments to the District and Del Mar Race Track Authority (RTA).

PUBLIC COMMENT ON ITEM 8-A-1 (see pages 123-127 of transcript)
Jane Cartmill, Martha Sullivan

Director Schenk moved to approve the 2026 operating budget of the Del Mar Thoroughbred Club. 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 carried 9-0.

SUBJECT TO BOARD APPROVAL

Committee Chair Arabo referred to a letter from DMTC President and COO Rubinstein included on pages 44-45 of the meeting packet, which outlines DMTC's feedback on the potential impacts of each affordable housing site option being studied at the fairgrounds.

Item 6-A-2: Discuss and vote on whether to amend Policy 4.03 Contracts and Procurement to approve the California Multiple Awards Schedule (CMAS) as a District procurement method

PUBLIC COMMENT ON ITEM 6-A-2 (see page 128 of transcript)
None

Director Arabo moved to amend Policy 4.03 Contracts and Procurement to approve CMAS as a District procurement method. Director DeBerry seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Gelfand, Mead, Rowland, and Schenk all voted in favor. The motion carried 9-0.

Item 6-A-3: Consideration and vote on whether to authorize the District's procurement of replacement video boards for the Grandstand, the Paddock, and Five Points, in accordance with the District's procurement policies

PUBLIC COMMENT ON ITEM 6-A-3 (see pages 138-139 of transcript)
Martha Sullivan

Committee Member Barkett referred to page 43 of the meeting packet and reported that the committee met with the Race Track Authority's bond counsel, who confirmed that using cash reserves to fund replacement video boards would not affect the RTA-issued revenue bonds.

Director Barkett moved to authorize the use of up to $3 million of the District's cash reserves to directly complete the purchase of three replacement video boards after a vendor is selected and final pricing is confirmed, in accordance with the District's procurement policies. 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 carried 9-0.

Item 6-B: Fair Operations Committee Report
Chair Nejabat referred to the report on pages 87-89 of the meeting packet. Committee Chair Mead reported that planning for the 2026 San Diego County Fair began last summer at the 2025 Fair, and commended District staff for their work. COO Mueller announced four artists who will perform in the Grandstand concert series: Koe Wetzel, Los Tucanes de Tijuana, Marshmello, and Good Charlotte. More concerts will be announced at the March meeting.

PUBLIC COMMENT ON ITEM 6-B (see page 156 of transcript)
None

SUBJECT TO BOARD APPROVAL

Item 6-C: Finance Committee Report
Chair Nejabat referred to the report on pages 90-91 of the meeting packet.

PUBLIC COMMENT ON ITEM 6-C (see page 157 of transcript)
None

Item 6-D: People & Culture Committee Report
Chair Nejabat referred to the report on pages 92-95 of the meeting packet. Committee Chair Mead reported that the committee is interviewing potential facilitators for a Board governance workshop, which will likely be scheduled over two sessions in March or April.

PUBLIC COMMENT ON ITEM 6-D (see page 159 of transcript)
None

Item 6-E: City of Del Mar Affordable Housing Request Update
CEO Moore outlined the six locations on District property being studied as potential affordable housing sites. The feasibility study results will be presented to the Board as soon as its May meeting.

Item 6-E-1: 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 (a) any and all proposed ENRA amendments are presented to the Board for consideration and approval and (b) all feasibility studies have been completed and all feasibility study work product has been transmitted to the Board

PUBLIC COMMENT ON ITEM 6-E-1 (see page 180 of transcript)
None

There was no motion on Item 6-E-1, and no action was taken by the Board.

Items 6-F, 6-G, and 6-H
Chair Nejabat announced that Items 6-F, 6-G, and 6-H would be tabled until the next Board meeting.

RECESS TO CLOSED EXECUTIVE SESSION
The Board recessed to a lunch break followed by Closed Executive Session at 12:43 p.m.

RECONVENE TO OPEN SESSION
The Board reconvened to Open Session at 4:06 p.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 evaluated the performance of its CEO consistent with government code, and has nothing to report.

SUBJECT TO BOARD APPROVAL

MATTERS OF INFORMATION

Updated committee assignments as of February 1, 2026 can be found on pages 113-118 of the meeting packet. The 2026 Board meeting schedule can be found on page 119 of the meeting packet. Contracts executed per the CEO's delegated authority can be found on pages 120-123 of the meeting packet.

ADJOURNMENT

There being no further business to discuss, Chair Nejabat adjourned the meeting at 4:07 p.m.

_____

Carlene Moore
Chief Executive Officer

SUBJECT TO BOARD APPROVAL

ITEM 4 – Consent Calendar

March 10, 2026

Expense Contracts

Standard Agreements Exercising Option Years				
Contract #: 22-022 AM4	**Contractor:** The 9th Shield Incorporated	**Acquisition Method:** IFB	**Term:** 6/01/2022 - 7/31/2027	**Not to Exceed:** $75,675.00 AM4 (Total contract value = $568,860.00)
	Purpose: To provide armed security guard service on ATVs to patrol the perimeter of the Del Mar Fairgrounds property and its parking lots during the SDCF and year-round events as needed. Additionally, to provide security guard service with K-9 bomb detection during the SDCF and year-round events as needed.			
Contract #: 22-027 AM5	**Contractor:** Rafo Investment, Inc. DBA SD Luxury Limos	**Acquisition Method:** IFB	**Term:** 5/01/2022 - 7/31/2027	**Not to Exceed:** $809,200 AM5 (Total contract value =$6,192,694.06)
	Purpose: To provide shuttle services to assist patron and employee transportation to and from off-site parking locations during the annual SDCF.			
Contract #: 22-032 AM4	**Contractor:** Velasea, LLC	**Acquisition Method:** IFB	**Term:** 6/05/2022 - 7/05/2027	**Not to Exceed:** $172,791.98 AM4 (Total contract value = $1,236,179.24)
	Purpose: To provide “frictionless and touchless” metal/weapons detectors for screening of public, vendors and employees during the SDCF and possibly other events throughout the year.			
Contract #: 23-002 AM3	**Contractor:** Wagner Consulting Group, Inc.	**Acquisition Method:** IFB	**Term:** 5/15/2023 - 7/10/2028	**Not to Exceed:** $180,000 AM3 (Total contract value = $522,000.00
	Purpose: To provide ride safety inspection services for the SDCF.			
Contract #: 23-031 AM1	**Contractor:** Global Power Group, Inc.	**Acquisition Method:** IFB	**Term:** 4/12/2023 - 4/11/2027	**Not to Exceed:** $8,359.30 AM1 (Total contract value = $58,259.30)
	Purpose: To provide as needed generator inspection/maintenance repair services			
Contract #: 24-022 AM1	**Contractor:** Lopez Works Incorporated	**Acquisition Method:** IFB	**Term:** 6/01/2024 - 5/31/2027	**Not to Exceed:** $469,500.00 AM1 (Total contract value = $1,368,000.00)
	Purpose: To provide trash labor services to ensure the fairgrounds remain clean and free of litter during the SDCF and other large interim events throughout the year as needed.			

Standard Agreements Exercising Option Years (continued)				
Contract #: 24-025 AM1	**Contractor:** Lopez Works Incorporated	**Acquisition Method:** IFB	**Term:** 6/01/2024 - 5/31/2027	**Not to Exceed:** $74,250.00 AM1 (Total contract value = $215,050.00)
	Purpose: To provide sweeping of asphalt and concrete areas during the SDCF and throughout the year as requested.			
Contract #: 24-026 AM1	**Contractor:** Lopez Works Incorporated	**Acquisition Method:** IFB	**Term:** 6/01/2024 - 5/31/2027	**Not to Exceed:** $70,821.00 AM1 (Total contract value = $209,421.00)
	Purpose: To provide commercial power washing of asphalt and concrete areas during the SDCF, post fair, and throughout the year as requested.			

Standard Agreements Exempt from Competitive Solicitation				
Contract #: 23-068 AM2	**Contractor:** ~~Southwest Strategies~~ Bodewell Group	**Categorical Exemption / Exception:** RFP	**Term:** 11/15/2023 - 11/14/2026	**Not to Exceed:** $1,003,111.00 (Total contract value remains unchanged)
	Purpose: To provide strategic communication services. Note: Contractor changed names from Southwest Strategies to Bodewell Group in February 2026.			
Contract #: 26-016	**Contractor:** JJLR LLC dba Kiosk Prepaid	**Categorical Exemption / Exception:** Informal Procurement Process	**Term:** 5/1/2026 - 7/31/2027	**Not to Exceed:** $15,000.00
	Purpose: To provide a total fourteen (14) Reserve ATM Machines for use throughout the fairgrounds during the San Diego County Fair.			

Interagency Agreements				
Contract #: 22-028 AM4	**Contractor:** San Elijo JPA	**Categorical Exemption / Exception:** Interagency	**Term:** 5/01/2022 - 6/30/2027	**Not to Exceed:** $25,000.00 AM4 (Total contract value = $996,953.00)
	Purpose: To provide maintenance services for pump stations at the Infield Treatment Plant.			

Revenue Contracts

Operator Agreements Exempt from Competitive Solicitation				
Contract #: 22-902 AM2	**Contractor:** Event Money, Inc. DBA Money Mobile	**Categorical Exemption / Exception:** Revenue Generating	**Term:** 5/01/2022 - 4/30/2027	**Not to Exceed:** $1 per transaction
	Purpose: To occupy space to place and maintain various ATMs on District property.			

2026 San Diego County Fair Ride Operator Agreements			
Contract #	**Company**	**Rides**	**Percentage Split**
26-M-01	Alamo Amusements	Dive Bomber, Kiddie Swings, Kite Flyer, Monkey Maze, Winky the Whale	48% of gross revenue
26-M-02	Bishop Amusement Rides	Balloon Ride, Hip Hop, Ice Jet, Little Dipper, Mini Bumper Cars, OMG, Tango	48% of gross revenue
26-M-04	Dakota Rides	Searay	48% of gross revenue
26-M-05	SBP Entertainment	Slingshot	30% of gross revenue; 15% gross other sales
26-M-06	Iconic Midway Rides	Infinity, Kraken, Thunderbird	48% of gross revenue
26-M-07	Kastl Amusements	Baby Venice, Bumper Boats, Cliff Hanger, Convoy, Helicopter, Supershot, Tea Cup, Tornado, Zero Gravity	48% of gross revenue
26-M-08	M & C Attractions	Carousel, Ship A Hoy	48% of gross revenue
26-M-09	Outside Amusements	Creep Show	48% of gross revenue
26-M-10	Prime Pacific	Dragon Wagon, Lady Bugs, Lolli Swing, Puppy Express	48% of gross revenue
26-M-11	RCS	Skyride	25% of gross revenue
26-M-12	RCS	Carousel, Dodgem, Enchanted Castle, Endeavour, Fun Factory, Monster Trucks, Overdrive, Raptor Coaster, Rave Wave, Remix, Royal Wheel, Sound Storm, Survival Island, Titan, Wiggle Wurm, Wild River, Zipper	48% of gross revenue
26-M-13	Southern Cross	Frog Hop, G-Force, Joker 360	48% of gross revenue
26-M-14	Still Tryan	Ghost Pirate	48% of gross revenue
26-M-15	Talley Amusements	Giant Wheel	25% of gross revenue
26-M-16	Talley Amusements	Alien Abduction, Defender, Fast Trax Slide, Haunted House, Juke Box Fun House, Jumping Jumbos, Sky Liner, Super Slide, Thunderfest, Quadzilla	48% of gross revenue
26-M-17	Wanderlust Amusements	Hog Rally, Raiders	48% of gross revenue
26-M-18	Wood Ent Co	Crazy Mouse	48% of gross revenue

2026 San Diego County Fair Game Operator Agreements			
Contract #	**Company**	**Games**	**Percentage Split**
26-M-19	Ashlea Enterprises	Skeeball	30% of gross revenue
26-M-20	Big T Toys & Sports	Big Water Race, Break A Plate, Hoops, Soccer Kick, Water Race	30% of gross revenue
26-M-21	Boguey Concessions	Kid Bust, Line Up Balloon, Mini Basket, Party Pong, Pepsi Pitch, Tubs of Fun	30% of gross revenue
26-M-22	Boguey's Boardwalk	Astro Blaster, Rainbow Roll, Roll a Ball Derby, Star Dart, Tiki Water Race	30% of gross revenue
26-M-23	JACA Ent	Balloon 1, Balloon 2, Balloon KZ, Beer Bust, Runnin Waters, 1 Ball	30% of gross revenue
26-M-24	PAN	Basketball, Block Buster, Football Toss, Frog Bog, Mini Basketball, Ring A Duck	30% of gross revenue
26-M-25	Paul's Concession	Balloon Pop, Bank Shot, Bottle Up, Mystery Bag, Tub Toss	30% of gross revenue
26-M-26	Rogmic Ent	High Striker	30% of gross revenue
26-M-27	Talley Amusements	Big Line Up Water Race, Bottle Up 2, Buoy, Clam Shell Basketball, Color Bowl, Duck Pond, Goblet, Mini Basket, One Ball, Ring Toss, Small Line Up Water Race, Top Glo Water	30% of gross revenue

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: N/A

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-022	4	GL#:600100-20

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

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

CONTRACTOR NAME
The 9th Shield Incorporated

2. The term of this Agreement is:

START DATE
June 1, 2022

THROUGH END DATE
July 31, 2027

3. The maximum amount of this Agreement after this Amendment is:
$568,860.00
Five Hundred Sixty-Eight Thousand Eight Hundred Sixty Dollars and Zero Cents

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

The purpose of this Amendment is to exercise the fourth and final one-year option, extending the contract term by one year and increasing the dollar amount by $75,675.00. The maximum amount of this Agreement is hereby increased from $493,185.00 to $568,860.00. The Through End Date is hereby amended from July 31, 2026 to July 31, 2027.

Amendment Effective Date: July 31, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
The 9th Shield Incorporated

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
27851 Bradley Road, Suite 120	Menifee	CA	92586

PRINTED NAME OF PERSON SIGNING	TITLE
Justin Metoyer	President

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

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

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014

PRINTED NAME OF PERSON SIGNING	TITLE
Carlene Moore	Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	FAC §4051 .a. 1

EXHIBIT A
SCOPE OF WORK

A. SERVICES OVERVIEW

1. The Contractor agrees to provide to the 22nd District Agricultural Association ("District") / Del Mar Fairgrounds ("Fairgrounds") armed security guard service on all-terrain vehicles (ATV's) to patrol the perimeter of the Del Mar Fairgrounds property and its parking lots. This contract will serve for year-round service; including the annual San Diego County Fair and year-round events. Additionally, the Contractor shall provide security guard service with K-9 bomb-detection during the annual San Diego County Fair and for year-round events.

   Annually, the SD County Fair runs from early June through July 4th for approximately 21 days and is typically closed on Mondays and Tuesdays; exact dates to be determined annually. In 2022, dates are June 8th through July 4th, closed on Mondays and Tuesdays.

2. The services shall be performed at the Del Mar Fairgrounds, 2260 Jimmy Durante Blvd, Del Mar CA 92014.

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

22nd District Agricultural Association	The 9th Shield Incorporated
Name: Mark Elvin, Public Safety Director	Name: Justin Metoyer, President
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 27851 Bradley Road, Suite 120 Menifee, CA 92586
Phone: 858-792-4282	Phone: 800-571-1758 ext. 303
e-mail: melvin@sdfair.com	e-mail: Justin@9thshield.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 must be able to meet all Workers' Compensation, Commercial General Liability (minimum of $1 million), and commercial Motor Vehicle Insurance requirements as outlined in Sample Standard Agreement, Exhibit D, Attachment I - Insurance Requirements. Proof of insurance and other requirements must be provided to the District within five (5) days of contract award. Failure to do so may result in termination of said contract.
2. Contractor must provide four (4) gasoline or diesel-powered ATVs. The ATVs shall be mechanically well-maintained, reasonably quiet running, and in good visible condition.
3. All guards will be expected to use two-way communication radios (provided by the District).
4. Contractor shall maintain compliance with public health orders current at the time of service – i.e. guards wearing face coverings, etc.
5. Contractor shall provide replacement/back-up ATV units in the event one becomes inoperable (at the Contractor's expense). The replacement of an ATV shall occur the same day or at the latest on the following operational Fair workday.

EXHIBIT A
SCOPE OF WORK

6. The District will provide limited on-site storage for the ATVs throughout the run of the San Diego County Fair.
7. Contractor must ensure that an on-site lead guard or supervisor is present during all hours of operation to coordinate with the District's Public Safety Asst. Director or Director.
8. Contractor's employees shall provide a written incident report to the 22nd DAA Public Safety Asst. Director or Director by the end of that guard's work shift when requested by the District. These requests for written incident reports will be based upon the specific situation and not required for every contact the security guards engage in.
9. Contractor shall provide all of their security personnel with a State of CA – BSIS approved uniform. The Contractor's uniform shirt must have approved shirt patches on both sleeves and the patches must be easily identifiable on the outmost layer of uniform clothing.

C. PERSONNEL:

1. Contactor's personnel shall be adequately trained in use of force techniques, de-escalation techniques, pedestrian and vehicle contacts. In the event regularly scheduled personnel are unavailable, Contractor must be able to provide adequately trained replacement personnel. Contractor's personnel will be reminded that deadly force shall only be considered as a use of force option when there is an immediate threat to human life. Contractor's personnel will also be reminded not to step in front of moving vehicles placing themselves in a threatening and compromising disadvantage.
2. Contractor's drivers shall be properly licensed to perform the duties in the Scope of Work and be properly trained to handle security-related issues.
3. Contractor shall always provide adequate personnel to operate the ATV and K-9 shifts as required by this Scope of Work.
4. Contractor's personnel shall exhibit a high level of customer service with all guests, vendors, concessioners', employees, etc. at all times. Cell phone communication/texting, etc. by Contractor's personnel (while in the performance of their duties under this Scope of Work) will not be permitted.

D. ESTIMATED NUMBER OF SERVICE HOURS NEEDED ANNUALLY:

The hours listed below is included to help the Contractor gain an understanding of the estimated hours and allocation of services; however, all quantities provided below and on the Financial Proposal Bid Form are approximations. Contractor will not be guaranteed any specific amount of work.

Actual work to be performed will be directed by the District and will vary from year to year. If changes in operating hours and or number of days of the annual San Diego County Fair result in additional costs, the contract will be amended to reflect the actual hours serviced. Invoices must reflect the actual hours serviced at the rate indicated on the Financial Proposal Bid Form.

*Requested days and shift hours are subject to change.

EXHIBIT A
SCOPE OF WORK

2022

Armed Security Guards (ATV)

4 guards	June 8, 9, 15, 16, 22, 23, 29, 30	10:30am – 11pm (12.5 hours) Wed. & Thurs.
4 guards	June 10, 11, 17, 18, 24, 25, July 1 & 2	10:30am – 12am (13.5 hours) Fri. & Sat.
4 guards	4 Sundays – June 12, 19, 26, & July 3rd	10:30am – 11pm (12.5 hours) Sun.
2 guards	4 Sundays – June 12, 19, 26, & July 3rd	11pm – 2am (3 hours) Sun.
2 guards	Dark Days - June 13, 14, 20, 21, 27, & 28	6pm – 2am (8 hours) Mon. & Tues.
4 guards	July 4th Holiday	10:30am – 12am (13.5 hours) Mon.

Total Estimated Hours (ATV Guards) 1,165.5

K-9 Bomb Detection

1 guard	June 8, 9, 12, 15, 16, 19, 22, 23, 26, 29, 30, & July 3	9:30am – 10pm (12.5 hours) Sun., Wed. & Thurs.
1 guard	June 10, 11, 17, 18, 24, 25, & July 1 &2	9:30am – 11pm (13.5 hours) Fri. & Sat.
1 guard	July 4th Holiday	9:30 am – 11pm (13.5 hours) Mon.

Total Estimated Hours (K-9) 271.5

2023

Total Estimated Hours (ATV Guards) 1,600
Total Estimated Hours (K-9) 400

Option Years:

2024

Total Estimated Hours (ATV Guards) 1,600
Total Estimated Hours (K-9) 400

2025

EXHIBIT A
SCOPE OF WORK

Total Estimated Hours	**1,600**
Total Estimated Hours (K-9)	**400**

2026

Total Estimated Hours	**1,600**
Total Estimated Hours (K-9)	**400**

2027

Total Estimated Hours	**1,600**
Total Estimated Hours (K-9)	**400**

Cumulative Total Estimated Hours (ATV Guards)	**9,165.5**
Cumulative Total Estimated Hours (K-9)	**2,271.5**

REPORTS AND COMMUNICATION:

1. Contractor shall report any complaints, accidents or other occurrences to the District as soon as possible and shall notify the District's Public Safety Director or Assistant Public Safety Director immediately regarding any incident involving a use of force incident, injury, or any need for emergency medical assistance.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

SCO ID: N/A

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-027	5	GL #: 600100-20

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

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

CONTRACTOR NAME
Rafo Investment, Inc. dba SD Luxury Limos

2. The term of this Agreement is:

START DATE
May 1, 2022

THROUGH END DATE
July 31, 2027

3. The maximum amount of this Agreement after this Amendment is:
$6,192,694.06
Six Million One Hundred Ninety-Two Thousand Six Hundred Ninety-Four Dollars and Six Cents

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

The purpose of this Amendment is to exercise the fourth and final one-year option; extending the contract term by one year and increasing the dollar amount by $809,200.00. The maximum amount of the Agreement is hereby increased from $5,383,494.06 to $6,192,694.06. The Through End Date is hereby amendment from July 31, 2026 to July 31, 2027.

Amendment Effective Date: July 31, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Rafo Investment, Inc. dba SD Luxury Limos

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1136 Greenfield Drive	El Cajon	CA	92021

PRINTED NAME OF PERSON SIGNING	TITLE
Dani Rafo	President
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

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

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014

PRINTED NAME OF PERSON SIGNING	TITLE
Carlene Moore	Chief Executive Officer
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051 .a. 1

EXHIBIT A
SCOPE OF WORK

A. SERVICES OVERVIEW

The Contractor shall provide shuttle services to assist patron and employee transportation to and from off-site parking locations during the annual San Diego County Fair. Annually, the Fair runs June through the July 4th holiday weekend for approximately 21 days and is typically closed on Mondays and Tuesdays; exact dates to be determined annually. In 2022, dates are June 8 through July 4th, closed on Mondays and Tuesdays, except July 4, 2022.

B. GENERAL REQUIREMENTS:

1. Contractor must be able to meet all Workers' Compensation, Commercial General Liability, and Motor Vehicle insurance requirements as outlined in Sample Standard Agreement, Exhibit D, Attachment I - Insurance Requirements. Proof of insurance and other requirements must be provided to the District within five (5) days of contract award. Failure to do so could result in termination of said contract.
2. A minimum of one (1) shuttle with the required ADA accommodations must be available at each location.
3. All shuttles must have two-way communication.
4. All shuttles are clean and maintained, meeting required safety standards, and are properly licensed and permitted.
5. Contractor shall maintain compliance with public health orders current at the time of service.
6. Contractor shall provide adequate buses on standby to avoid decreases in service due to unexpected events; including but not limited to breakdowns and inclement weather.
7. In the event of a breakdown, a supervisor will conduct or oversee the deployment of a replacement vehicle and the transfer of passengers.
8. Contractor shall allow the District exclusive branding rights for both the inside and outside of the shuttles. Contractor shall allow the District, at the District's sole expense, to place advertisements of any medium, including, but not limited to signs or vinyl vehicle wrapping on the interior or exterior of shuttles.
9. The District will provide limited onsite storage of buses to Contractor during non-operational days or hours throughout the run of the San Diego County Fair.
10. An onsite supervisor, or driver designated as such, must be present during all hours of operation to coordinate with the District's Public Safety Director and Shuttle Supervisor.
11. To keep records of all trips, including departure and arrival times and the number of passengers on each trip. Daily logs are to be provided to the District, broken down by shuttle and location, following each service day.
12. Each shuttle must display on its windshield at all times the parking lot being serviced.
13. Contractor's employees are not permitted to accept tips or display tip jars.
14. Days and hours are an estimate. The District reserves the right to change schedules at its sole discretion. The District offers no guarantee of minimum or maximum services.

C. PERSONNEL:

1. Contactor's personnel shall be adequately trained. Drivers shall be trained on routes and operation of ADA equipment specifically. In the event specific personnel are unavailable, Contractor must be able to provide replacement personnel adequately trained on routes and operation of ADA equipment.

EXHIBIT A
SCOPE OF WORK

2. Contractor's drivers shall be properly licensed to perform the duties in the Scope of Work and be properly trained to operate all buses.
3. Contractor shall always provide adequate personnel to operate the buses as required by the Scope of Work.
4. Contractor's personnel shall exhibit a high level of customer service with all passengers at all times. Texting by Contractor's drivers will not be permitted while performing the duties under the Scope of Work.
5. Contractor shall provide any additional certifications of its personnel at the time of the proposal including, but not limited to First Aid or CPR certifications.

D. SAN DIEGO COUNTY FAIR LOCATIONS/REQUIREMENTS:

*Off-site parking locations, number of shuttles needed, and shuttle routes are subject to change.

1. <u>DEL MAR EQUESTRIAN CENTER (HORSEPARK) – VIA DE LA VALLE & EL CAMINO REAL</u>
   a. Contractor to provide transportation from the Del Mar Equestrian Center (Horsepark) located at 14550 El Camino Real in Del Mar to the San Diego County Fair. This shuttle program will operate all days of the San Diego County Fair (averaging 21 days annually). The average number of riders in 2019 was 5,500 per day.
   b. The roundtrip mileage between the off-site shuttle lot and drop off point at the San Diego County Fair is approximately five (5) miles.
   c. The total number of shuttles needed for this operation is estimated between three (3) and ten (10) per day, based on demand at various times of the day with peak trips between 2:00 p.m. and 11:00 p.m.
   d. The shuttle will operate from 6:00 a.m. to 11:30 p.m. Wednesdays, Thursdays, and Sundays, and 6:00 a.m. to 12:30 a.m. Fridays and Saturdays. Operational hours may be adjusted according to need on certain days.
   e. Shuttles to have a minimum capacity of forty (40) passengers per vehicle, based upon demand.

2. <u>SOLANA BEACH TRAIN STATION – N CEDROS AVENUE</u>
   a. Contractor shall provide transportation from the Solana Beach Train Station parking lot located at 105 N Cedros Avenue in Solana Beach to the San Diego County Fair. This shuttle will operate all days of the San Diego County Fair (averaging 21 days annually). The average number of riders in 2019 was 275 per day.
   b. The roundtrip mileage between the off-site shuttle lot and drop off point at the San Diego County Fair is approximately four (4) miles.
   c. The total number of shuttles needed for this operation is estimated at two (2) per day, based on demand at various times of the day with peak trips between 2:00 p.m. and 11:00 p.m.
   d. The shuttle will operate from 8:00 a.m. to 11:30 p.m. Wednesdays, Thursdays, and Sundays and 8:00 a.m. to 12:30 a.m. Fridays and Saturdays. Operational hours may be adjusted according to need on certain days.

EXHIBIT A
SCOPE OF WORK

e. Shuttles to have a minimum capacity of twenty (20) passengers per vehicle, based upon demand.

3. TORREY PINES HIGH SCHOOL – DEL MAR HEIGHTS ROAD
   a. Contractor shall provide transportation from the Torrey Pines High School parking lot located at 3710 Del Mar Heights Road in Del Mar to the San Diego County Fair. This shuttle will operate all days of the San Diego County Fair (averaging 22 days annually). The average number of riders in 2019 was 2,500 per day.
   b. The roundtrip mileage between the off-site shuttle lot and drop off point at the San Diego County Fair is approximately ten (10) miles.
   c. The total number of shuttles needed for this operation is estimated to be between four (4) and fifteen (15) shuttles, based on demand at various times of the day with peak trips between 2:00 p.m. and 11:00 p.m.
   d. The shuttle will operate from 10:00 a.m. to 11:30 p.m. Wednesdays, Thursdays, and Sundays and 10:00 a.m. to 12:30 a.m. Fridays and Saturdays. Operational hours may be adjusted according to need on certain days.
   e. Shuttles to have a minimum capacity of forty (40) passengers per vehicle, based upon demand.

*OFFSITE LOCATION (TBD)

1. Contractor may provide transportation to an additional offsite location as agreed to by the Contractor and the District.
2. The additional location will be within a 10-mile radius of the San Diego County Fair.
3. The total number of shuttles needed for this operation is estimated to be between three (3) and seven (7) shuttles, based on demand at various times of the day.
4. Shuttles to have a minimum capacity of forty (40) passengers per vehicle, based upon demand.

E. ESTIMATED NUMBER OF SERVICE HOURS NEEDED ANNUALLY:

2022

Parking Lot Location	Min Passenger Size	Estimated Service Hours
Del Mar Equestrian Center (Horsepark)	40	2,821
Solana Beach Train Station	20	669
Torrey Pines High School	40	3,666
Total Estimated Hours		**7,156**

2023

Parking Lot Location	Min Passenger Size	Estimated Service Hours
Del Mar Equestrian Center (Horsepark)	40	2,938
Solana Beach Train Station	20	698
Torrey Pines High School	40	3,822
Total Estimated Hours		**7,458**

EXHIBIT A
SCOPE OF WORK

Option Years:

2024

Parking Lot Location	Min Passenger Size	Estimated Service Hours
Del Mar Equestrian Center (Horsepark)	40	2,680
Solana Beach Train Station	20	636
Torrey Pines High School	40	3,484
Total Estimated Hours		**6,800**

2025

Parking Lot Location	Min Passenger Size	Estimated Service Hours
Del Mar Equestrian Center (Horsepark)	40	2,680
Solana Beach Train Station	20	636
Torrey Pines High School	40	3,484
Total Estimated Hours		**6,800**

2026

Parking Lot Location	Min Passenger Size	Estimated Service Hours
Del Mar Equestrian Center (Horsepark)	40	2,680
Solana Beach Train Station	20	636
Torrey Pines High School	40	3,484
Total Estimated Hours		**6,800**

2027

Parking Lot Location	Min Passenger Size	Estimated Service Hours
Del Mar Equestrian Center (Horsepark)	40	2,680
Solana Beach Train Station	20	636
Torrey Pines High School	40	3,484
Total Estimated Hours		**6,800**

Note: *Estimated Number of Service Hours is approximate. Contractor will not be guaranteed any specific amount of work. Actual work to be performed will be directed by the District and will vary from year to year. If changes in operating hours and or number of days of the annual San Diego County Fair result in additional costs, the contract will be amended to reflect the actual hours serviced. Invoices must reflect actual hours serviced at the rate indicated on the Financial Proposal Bid Form.*

Cumulative Total Estimated Hours (2022 – 2027)	**35,014**

EXHIBIT A
SCOPE OF WORK

F. REPORTS AND COMMUNICATION:

1. Contractor shall maintain a Log identifying any complaints including any incidents, accidents or other occurrences which require emergency services or potential exposure to liability is suspected.
2. Contractor shall report any complaints, accidents or other occurrences to the District as soon as possible and shall notify District's Shuttle Supervisor immediately regarding any incident involving injury or need for emergency medical assistance.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

SCO ID: N/A

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-032	4	GL #: 550100-20

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

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

CONTRACTOR NAME
Velasea, LLC

2. The term of this Agreement is:

START DATE
June 5, 2022

THROUGH END DATE
July 5, 2027

3. The maximum amount of this Agreement after this Amendment is:
$1,236,179.24
One Million Two Hundred Thirty-Six Thousand One Hundred Seventy-Nine and Twenty-Four Cents

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

The purpose of this Amendment is to exercise the fourth and final one-year option, extending the contract term by one year and increasing the dollar amount by $172,791.98. The maximum amount of this Agreement is hereby increased from $1,063,387.26 to $1,236,179.24. The Through End Date is hereby amended from July 5, 2026 to July 5, 2027.

Amendment Effective Date: July 5, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2 Astor	Irvine	CA	92618

PRINTED NAME OF PERSON SIGNING	TITLE
Doug Kari	Chief Legal & Compliance Officer
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

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

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014

PRINTED NAME OF PERSON SIGNING	TITLE
Carlene Moore	Chief Executive Officer
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) FAC §4051 .a. 1

EXHIBIT A
SCOPE OF WORK

1. SERVICES OVERVIEW

A. The Contractor agrees to provide to the 22nd District Agricultural Association ("District") / Del Mar Fairgrounds ("Fairgrounds") "frictionless and touchless" metal/weapons detectors for screening of public, vendors and employees during our annual County Fair and possibly other events throughout the year. The San Diego County Fair normally runs from early June to July 4th, open Wed – Sun, with Mon and Tue as dark days (closed). For 2022, the Fair is opening on June 8th and running to July 4th, consisting of 21 operational days of Fair. This year, 2022 the Fair is open from 11 am to 10 pm (Wed/Thur/Sun) and 11 pm (Fri/Sat and July 4). For future years these dates and times may differ slightly.

B. The services shall be performed at the Del Mar Fairgrounds, 2260 Jimmy Durante Blvd, Del Mar CA 92014.

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

22nd District Agricultural Association	Velasea, LLC
Name: Mark Elvin, Public Safety Director	Name: Doug Kari, Chief Legal Officer
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2 Astor Irvine, CA 92618
Phone: 858-792-4282	Phone: 949-936-2302
e-mail: melvin@sdfair.com	e-mail: doug.kari@arbitech.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. Contractor shall provide all labor, materials, and equipment necessary to carry out the services outlined in this Scope of Work.
B. Contractor shall provide between two and fifteen detection devices/lanes per event, as requested by the District, and must have additional backup detection devices on hand in the event of a malfunction.
C. Contractor shall provide up to three (3) lanes of back up devices/detectors (based on the number of devices in use) in left and right-hand configurations (if applicable) in the event of a major malfunction requiring the immediate replacement of a non-operational device.
D. Contractor shall provide technical assistance (on site) for the entire duration of events and hours of operation of each event.
E. Contractor shall provide initial training to 22nd DAA and contracted security staff on the use of the detection devices two days prior to the start of an event using those devices. This requirement may be waived for small events once operator staff get familiar with the operation of the machines.
F. Contractor shall be required to travel to the Fairgrounds at least one week prior to the event for a walk-through with Public Safety/Fairgrounds staff to determine the best location of the detection

EXHIBIT A
SCOPE OF WORK

devices. Once the layout has been determined, Contractor shall provide a digital version of the layout with distances and existing infrastructure noted.

G. Contractor shall be responsible for transporting, setting-up, providing support and tearing-down the detection devices, in a timely manner.
H. Contractor shall supply all ancillary equipment needed for the set-up/operation of the detection devices. 22nd DAA will supply tables for bag checks, stools for operators, hand wands for secondary check and canopy covering for minimal protection of equipment.
I. Contractor's Technical Assistant(s) will be required to carry a hand-held radio (issued by the District) for immediate two-way communication in the event of a malfunction or emergency issue.
J. All contractor staff will be required to maintain compliance with local public health orders at the time of service, i.e. face coverings, vaccination(s), etc.
K. The District will provide limited temporary storage during the event(s) for any vehicles and trailers used for the transport and storage of the detection devices.

3. PERSONNEL

A. Contractor's personnel shall be adequately trained and experienced in setting up, maintaining and tearing down the detection devices.
B. Contractor shall always provide adequate personnel to set-up, maintain and tear-down the detection devices.
C. Contractor's personnel shall exhibit a high level of customer service if and when dealing directly with the public as well as Fairgrounds employees or other contract staff.

4. ESTIMATED NUMBER OF SERVICE HOURS/DAYS NEEDED ANNUALLY

The hours and dates listed below are included to help the Contractor gain an understanding of the estimated hours and allocation of services, however, all quantities provided here and on the Financial Proposal Bid Form are approximations. Contractor cannot be guaranteed any specific amount of work.

Actual work/services to be performed will be directed by the District and will vary from year to year. If changes in the operating hours or number of days of the San Diego County Fair result in additional costs, the awarded contract will be amended to reflect the actual hours of services. Invoices must reflect actual hours serviced at the rate indicated on the Financial Bid Form.

EXHIBIT A
SCOPE OF WORK

2022

# of Weapon Detectors	Required Dates	Hours Needed	Additional Weapon Detectors (Back-Up)	Total Estimated days (devices)
12	June 6 (noon) thru July 5 (noon)	24 hours per day	3	29

Tech Support

Tech Support Needed	Day(s)	Dates	Hours Needed	Total Estimated Hours
1 Tech	Sun/Wed/Thurs.	June 8, 9, 12, 15, 16, 19, 22, 23, 26, 29, 30, & July 3	9:30 a.m. - 10:30 p.m. (13 hours per day)	156
1 Tech	Fri/Sat	June 10, 11, 17, 18, 24, 25, & July 1 & 2	9:30 a.m. - 11:30 p.m. (14 hours per day)	112
1 Tech	Mon	July 4th Holiday	9:30 a.m. - 11:30 p.m. (14 hours per day)	14
Total Estimated Hours (Tech)				**282**

2023

Total Estimated Days (devices) 15 Detectors/29 days/24 hours
Total Estimated Hours (tech) **280**

Option Years:

2024

Total Estimated Hours (devices) 15 Detectors/29 days/24 hours
Total Estimated Hours (tech) **280**

2025

Total Estimated Hours (devices) 15 Detectors/29 days/24 hours
Total Estimated Hours (tech) **280**

2026

Total Estimated Hours 15 Detectors/29 days/24 hours
Total Estimated Hours (tech) **280**

EXHIBIT A
SCOPE OF WORK

2027

Total Estimated Hours	15 Detectors/29 days/24 hours
Total Estimated Hours (tech)	**280**

Cumulative Total Estimated Days (devices)	**174**
Cumulative Total Estimated Hours (tech)	**1682**

5. REPORTS AND COMMUNICATION:

1. Contractor staff shall report any out of the ordinary occurrences relating to the detection devices to the District as soon as possible and shall notify the District's Public Safety Director or Assistant Public Safety Director immediately regarding any incident involving an irate or injured patron and or an employee, resulting from the use or movement of the detection devices or any need for emergency security or medical assistance.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: N/A

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-002	3	GL#: 600100-65

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

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

CONTRACTOR NAME
Wagner Consulting Group, Inc.

2. The term of this Agreement is:

START DATE
May 15, 2023

THROUGH END DATE
July 10, 2028

3. The maximum amount of this Agreement after this Amendment is:
$522,000.00
Five Hundred Twenty-Two Thousand Dollars and Zero Cents

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

The purpose of this Amendment is to exercise the second and final two-year option, extending the contract term by two years and increasing the dollar amount by $180,000.00 The maximum amount of this Agreement is hereby increased from $342,000.00 to $522,000.00. The Through End Date is hereby amended from July 10, 2026 to July 10, 2028.

Amendment Effective Date: July 10, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 366	Eden	NC	27289

PRINTED NAME OF PERSON SIGNING	TITLE
Jonathan Brookes	President

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

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

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014

PRINTED NAME OF PERSON SIGNING	TITLE
Carlene Moore	Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	FAC §4051 .a. 1

EXHIBIT A
SCOPE OF WORK

1. SERVICES OVERVIEW

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

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

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

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

C. The services shall be performed at the Del Mar Fairgrounds located at 2260 Jimmy Durante Blvd. Del Mar, CA 92014.

D. The services shall be provided during the San Diego County Fair time frame. In 2023, the dates will be June 7-July 4, 2023 closed every Monday and Tuesday in June.

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

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

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

2. WORK TO BE PERFORMED:

A. Background and Goals

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

EXHIBIT A
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B. Tasks and Deliverables

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

EXHIBIT A
SCOPE OF WORK

hazard, the ride owner/operator must be made immediately aware so that corrective action can be taken.

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

SCO ID: N/A

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-031	1	GL#:600100-10

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

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

CONTRACTOR NAME
Global Power Group, Inc.

2. The term of this Agreement is:

START DATE
April 12, 2023

THROUGH END DATE
April 11, 2027

3. The maximum amount of this Agreement after this Amendment is:
$58,359.30
Fifty Thousand Three Hundred Fifty-Nine Dollars and Thirty Cents

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

The purpose of this Amendment is to exercise the first one-year option, extending the term by one year and increasing the dollar amount by $8,359.30. The maximum amount of this Agreement is hereby increased from $50,000.00 to $58,359.30. The Through End Date is hereby extended from April 11, 2026 to April 11, 2027.

Amendment Effective Date: April 11, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
12060 Woodside Avenue	Lakeside	CA	92040

PRINTED NAME OF PERSON SIGNING	TITLE
Salvatore Martorana	President

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

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

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014

PRINTED NAME OF PERSON SIGNING	TITLE
Carlene Moore	Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	FAC §4051 .a. 1

Exhibit A
SCOPE OF WORK

1. Contractor agrees to provide as needed generator inspection/maintenance repair services for the 22nd District Agricultural Association ("District") / San Diego County Fairgrounds ("Fairgrounds"), as follows:

    a. Contractor agrees to provide all qualified labor, materials and equipment to perform preventative maintenance and inspections of the following generators:
    - Grandstand – Caterpillar (CAT 3412) #081Z12846
    - The Sound – DASE (1018600) #20631
    - Pump Station #1 – Onan (50 DGCA) #XCEXL039ABA
    - Fire Station / Multiple Equipment – Isuzu 3KG

    b. Contractor agrees to provide the following services as part of the preventative maintenance and inspections:

        a. Quarterly Inspection Service
        b. Annual Inspection Service
        c. Annual Load Bank Test
        d. Annual Fuel Polish
        e. Annual Fuel Sample Test
        f. Annual ATS Testing
        g. Replacement of Automatic Transfer Switch
            i. This is an anticipated repair & replacement for 2 of the 4 generators during the scope of the contract. It is not guaranteed.

    c. Contractor agrees to provide test and maintenance reports to the District that demonstrate all regulatory compliance requirements.

    d. Contractor agrees to comply with the requirements of the National Electrical Code and applicable local ordinances.

    e. Contractor agrees to comply with the requirements of the San Diego Air Pollution Control District (APCD) and applicable local ordinances.

    f. All work must be performed in a professional manner and to industry standards, during normal business hours. Specifically, Contractor must follow manufacturers' installation requirements. Contractor shall do all of the work above to the satisfaction of the District's Chief of Plant Operations, or their designee, for approval of progress work invoices. District retains the right of final approval on all work to be performed.

    g. Failure or neglect on the part of the District or any of its authorized agents to reject bad or inferior work of the Contractor or materials shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to final acceptance of Contractor's work; neither shall it be construed as barring the District at any subsequent time from recovery of damages or of such a sum of money as may be needed to repaint anew all portions of Contractor's work in which fraud was practiced or improper application methods used whenever found.

Exhibit A
SCOPE OF WORK

h. Contractor shall have current licenses/certifications required by law to provide all services and shall perform this work in accordance with all applicable laws and codes. Contractor will provide District copies of licenses and certifications within 48 hours, upon District's written request, including electronic email requests by District.

i. Contractor agrees to dispose of/recycle all generated waste, in accordance with State and local laws/regulations.

j. The Fairgrounds is located within environmentally sensitive wetlands. Therefore, any equipment/machinery that is leaking fluid (battery, coolant, diesel, gas, hydraulic, motor oil, power steering, transmission, etc.) will immediately either be repaired or removed from Arena property by the Contractor.

k. The Contractor shall be fully responsible for all acts and omissions of Subcontractors, and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Agreement shall create any contractual relationship between the State/District and any Subcontractor, or other person or organization having a direct contract with the Contractor, nor shall it create any obligation on the part of the District/State to pay or require the payment of any funds due any Subcontractor or other persons or organizations, except as may otherwise be required by law.

l. Approval of the Contractor's insurance by the District shall not diminish or alter the extent to which the Contractor or any subcontractor(s) may be held responsible for payment of any and all damages resulting from its' operations.

m. Should any Subcontractor, materials person, supplier or other such person file or maintain any action on or respecting a claim of mechanic's lien or stop-notice against Contractor Payment, the District shall have right to retain from any Contractor's payment the cost thereof. The provisions of this section are in addition to such other rights and entitlement as enjoyed by the District against Contractor as elsewhere provided in the Agreement documents, and at law and in equity.

n. Contractor proposal may not have conditions that are counter to or in conflict with this Scope of Work. Where the terms of this Agreement or District's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in District's documents shall supersede and take precedence over Contractor's proposal or other Contractor documents.

o. Contractor will not be guaranteed any specific amount of work. Actual work to be performed will be directed by the District and may vary from year to year.

p. Additional/Unanticipated Service Needs - In the event that maintenance or repairs are needed that have not been anticipated, the Contractor shall provide those services at the Labor Rates identified on the Pricing Table. Contractor agrees to provide a written

Exhibit A
SCOPE OF WORK

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

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

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: N/A

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
24-022	1	GL#: 600100-10

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
Lopez Works Incorporated

2. The term of this Agreement is:

START DATE
June 1, 2024

THROUGH END DATE
May 31, 2027

3. The maximum amount of this Agreement after this Amendment is:
$1,368,000.00
One Million Three Hundred Sixty-Eight Thousand Dollars and Zero Cents

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

The purpose of this Amendment is to exercise the first one-year option, extending the term by one year and increasing the dollar amount by $469,500.00. The maximum amount of this Agreement is hereby increased from $898,500.00 to $1,368,000.00. The Through End Date is hereby extended from May 31, 2026 to May 31, 2027.

Amendment Effective Date: May 31, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
21195 Prairie View Ln.	Trabuco Canyon	CA	92679

PRINTED NAME OF PERSON SIGNING	TITLE
Andre Lopez	President

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

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

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014

PRINTED NAME OF PERSON SIGNING	TITLE
Carlene Moore	Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	FAC §4051 .a. 1

EXHIBIT A
SCOPE OF WORK

1. SERVICES OVERVIEW

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

B. The contract term shall be for two (2) years with the possibility of three (3) One-year options to renew, at the sole and absolute discretion of the 22nd DAA. The initial contract term is anticipated to begin June 1, 2024 and run through May 31, 2026. The last option year expires May 31, 2029. The contract is subject to annual evaluation and certification that the contractor has met all the contract requirements. The 22nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

C. Lopez Works Inc., hereinafter referred to as Contractor, agrees to provide the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services described herein:

The Contractor shall provide trash labor services, as outlined below, to ensure the fairgrounds remain clean and free of litter during San Diego County Fair (SDCF) and other large interim events throughout the year as needed. Contractor shall begin providing services on the opening day and continues through the closing day of the San Diego County Fair (SDCF). Although not guaranteed, services may be needed approximately one week before and after the SDCF.

D. The services shall be performed at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.

E. The services shall be provided to support the annual SDCF and our large interim events throughout the year such as FoodieLand Night Market, Good Guys, KAABOO, and other events, as needed. Each year, the SDCF runs for about three to four weeks beginning in early-to-mid June and ending on the Fourth of July weekend or shortly thereafter. In 2024, services will run from June 12 through July 7, with minimal services provided on days the SDCF is closed to the public (Mondays and Tuesdays). The specific dates for future Fairs will be provided to the Contractor once they are determined.

F. Contractor must be able to respond to District's staffing requirements. Staffing shall consist of no more than 8-hour shifts per workday for each cleaning staff. Overtime shall not be incurred due to insufficient staffing by Contractor. Any merit raises, bonuses, or other employee salary, or benefit increases, deemed necessary by Contractor during the term of this Agreement, are at the sole expense of the Contractor.

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

22nd District Agricultural Association	Lopez Works Inc.
Name: Brad Mason	Name: Andre Lopez
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 21195 Prairie View Lane Trabuco Canyon, CA 92679
Phone: 858-792-4285	Phone: 949-470-9351
e-mail: bmason@sdfair.com	e-mail: lopezworksinc@gmail.com

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

2. WORK TO BE PERFORMED:

A. Background and Goals

The SDCF is open to the public and runs for twenty (20) days in 2024, utilizing the entire Fairgrounds property. The SDCF takes place from June 12 through July 7 in 2024 and will run for 20-25 days in subsequent years, at approximately a similar date range. The San Diego Fair is closed to the public on Mondays and Tuesdays; however, cleaning services are required on those days, at a reduced capacity.

The estimated attendance during Fair-Time is approximately 1,000,000 patrons over twenty (20) days. The average attendance per day is approximately 45,000 patrons. Weekday attendance could be as low as 40,000 patrons per day and weekend attendance could be as high as 70,000 patrons or more per day. Attendance varies depending on weather, entertainment, promotions, and day of the week. During the Fair, the District hosts various types of events and exhibits including agricultural education, concessions, festivals, concerts, animal shows, entertainment, sporting events, etc.

B. Tasks and Deliverables

Contractor is responsible for the following performance components, including, but not limited to:

Tasks:

1. Services shall include emptying over 600 outdoor trash containers with trash push carts (blue whales), replacing trash liners and using hand-operated pickers and trash blowers for litter collection and removal. The graveyard shift laborers will move and put back trash containers and seating benches to coordinate passage for the street sweeper truck and power washing vehicles along the main throughfares.

EXHIBIT A
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2. Contractor shall provide all labor necessary to effectively remove trash and litter in all areas outlined on the Fair Trash Zone Map. A 'Trash Laborer Schedule Sample' is listed below. The District will provide all consumable supplies and tools such as brooms, dust pans, cleaning tools, waste receptacle sleeves and trash can liners. The District will provide trash wheeled carts (blue whales).

3. Contractor shall provide a determined number of staff for each day of the Fair. The District will determine the number of staff the Contractor will provide and hours of operation for any given day. The District cannot guarantee a minimum and/or maximum number of hours. All scheduling of Contractor's services will be determined and managed by the District's Facilities Department.

4. Contractor is responsible for the following performance components, including, but not limited to:

    a. Contractor will provide services to maintain all trash containers and pick up litter within areas 1 through 6 on the designated Fair Trash Zone Map.

    b. The Contractor will move the trash to the District-provided compactors and 3-yard dumpsters.

    c. Each zone has designated compactors and dumpsters to deposit the trash. There will be a trash compactor on the West and East end of the Grandstand building in Zone 3. An organic waste compactor, recycling compactor and trash compactors will be in the Zone 7 recycling yard. All the compactors will have powered tippers.

    d. Contractor shall provide services to maintain blue recycling and green waste containers. Contractor shall empty and reline recyclable containers and empty and spray wash green organic food waste containers.

    e. On the night shift, a District employee will drive a truck with Tommy Lift for the Contractor to load / unload recycling and organic waste containers.

    f. Contractor shall perform litter pick up services with handheld picker tools, blowers, and empty and reline landfill waste receptacles.

    g. Contractor shall deploy fixed staff to remain in high-traffic areas as deemed necessary by the District.

    h. Contractor shall deploy and schedule coverage for staff that may be on break to ensure continuous coverage.

    i. Contractor shall pick up all trash outdoors and in the immediate areas outside all buildings in the designated zones.

EXHIBIT A
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j. Contractor shall provide daily timesheets to District for each and all shifts employees worked. Timesheets must be reviewed, approved, and signed by District's Facilities Management daily, and submitted with invoices for payment.

k. Contractor shall provide daily photos to verify acceptable cleanliness standards are met and maintained throughout each day.

l. Contractor shall provide three (3) supervisors for both the Day and Swing shifts during fair operating hours and one (1) supervisor for the Graveyard Shift.

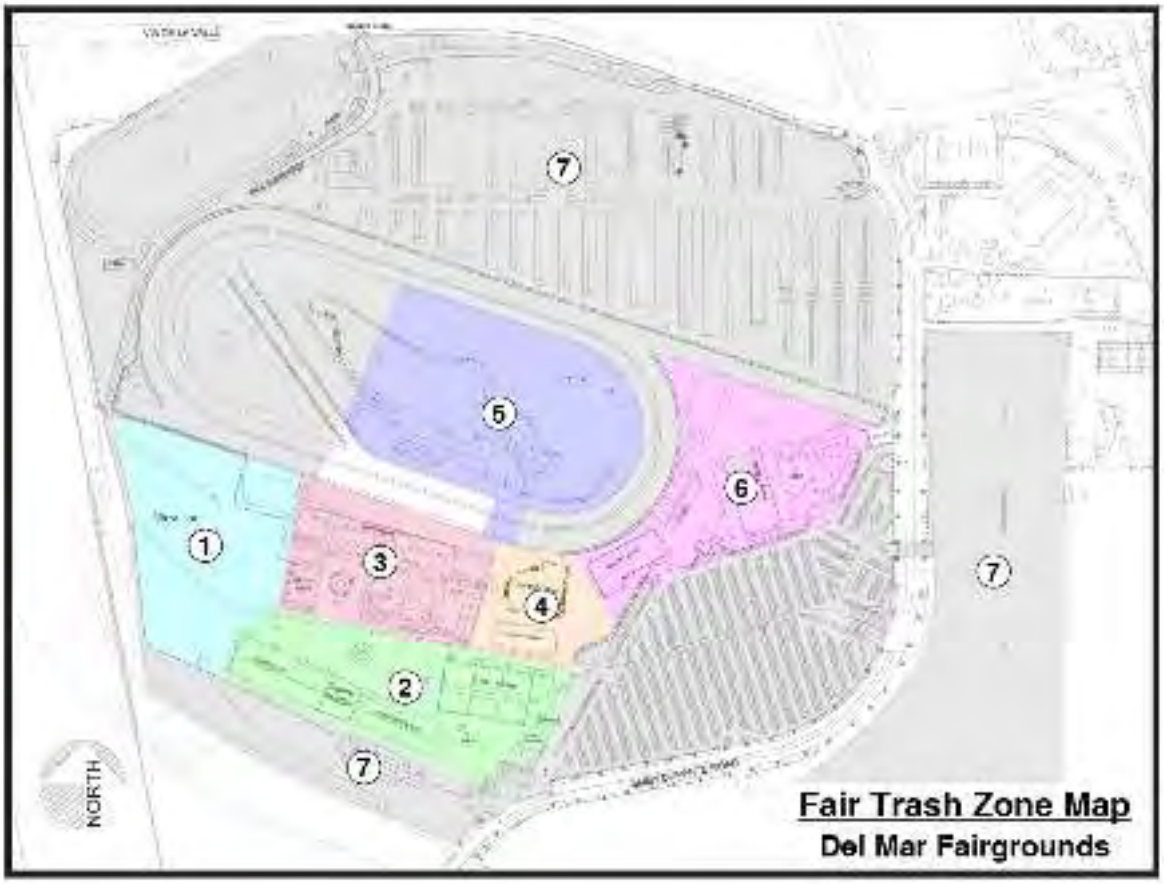

EXHIBIT A
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(Fair) Sample Schedule: Trash Laborer Graveyard Shift						
AREA/ BUILDING	**# OF STAFF**	**START TIME**	**END TIME**	**TOTAL HRS DAILY**	**TOTAL FAIR DAYS**	**FAIR HRS**
Fairgrounds	22	11:00PM	7:30AM	187	20	3,740
TOTAL DAILY PEOPLE	**22**	**TOTAL DAILY HOURS**		**187**	**20**	**3,740**

(Fair) Sample Schedule: Trash Laborer (Supervisor) Graveyard Shift						
AREA/ BUILDING	**# OF STAFF**	**START TIME**	**END TIME**	**TOTAL HRS DAILY**	**TOTAL FAIR DAYS**	**FAIR HRS**
Fairgrounds	1	11:00PM	7:30AM	8.5	20	170
TOTAL DAILY PEOPLE	**1**	**TOTAL DAILY HOURS**		**8.5**	**20**	**170**

(Fair) Sample Schedules: Trash Laborer Day / Swing Shift						
AREA/BUILDING	**# OF STAFF**	**START TIME**	**END TIME**	**TOTAL HRS DAILY**	**TOTAL FAIR DAYS**	**FAIR HRS**
Zone 1 Fairgrounds Wednesdays & Thursdays Day Shift	1	11:00AM	4:30pm	5.5	6	33
Zone 1 Fairgrounds Fridays, Saturdays, Sundays Day Shift	1	11:00AM	4:30pm	5.5	9	49.5
Zone 1 Fairgrounds July 3, - July 7th Day Shift	1	11:00am	4:30pm	5.5	5	27.5
Zone 1 Fairgrounds Wednesdays & Thursdays Swing Shift	1	3:30pm	12:00am	8.5	6	51
Zone 1 Fairgrounds Fridays, Saturdays, Sundays Swing Shift	2	3:30pm	12:00am	17	9	153

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Zone 1 Fairgrounds July 3, - July 7th Swing Shift	2	3:30pm	12:00am	17	5	85
Zone 2 Fairgrounds Wednesdays & Thursdays Day Shift	2	11:00AM	4:30pm	11	6	66
Zone 2 Fairgrounds Fridays, Saturdays, Sundays Day Shift	3	11:00AM	4:30pm	16.5	9	148.5
Zone 2 Fairgrounds July 3, - July 7th Day Shift	3	11:00am	4:30pm	16.5	5	82.5
Zone 2 Fairgrounds Wednesday & Thursday Swing Shift	4	3:30pm	12:00am	34	6	204
Zone 2 Fairgrounds Friday, Saturday, Sunday Swing Shift	4	3:30pm	12:00am	34	9	306
Zone 2 Fairgrounds July 3, - July 7th Swing Shift	4	3:30pm	12:00am	34	5	170
Zone 3 Fairgrounds Wednesday & Thursday Day Shift	2	11:00AM	4:00pm	10	6	60
Zone 3 Fairgrounds Friday, Saturday, Sunday Day Shift	3	11:00AM	4:30pm	16.5	9	148.5
Zone 3 Fairgrounds July 3, - July 7th Day Shift	3	11:00am	4:30pm	16.5	5	82.5
Zone 3 Fairgrounds Wednesday & Thursday Swing Shift	2	3:30pm	12:00am	17	6	102
Zone 3 Fairgrounds Friday, Saturday, Sunday Swing Shift	3	3:30pm	12:00am	25.5	9	229.5
Zone 3 Fairgrounds July 3, - July 7th Swing Shift	3	3:30pm	12:00am	25.5	5	127.5

EXHIBIT A
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Zone 4 Fairgrounds Wednesday & Thursday Day Shift	1	11:00AM	4:00pm	5	6	30
Zone 4 Fairgrounds Friday, Saturday, Sunday Day Shift	2	11:00AM	4:30pm	11	9	99
Zone 4 Fairgrounds July 3, - July 7th Day Shift	2	11:00am	4:30pm	11	5	55
Zone 4 Fairgrounds Wednesday & Thursday Swing Shift	1	3:30pm	12:00am	8.5	6	51
Zone 4 Fairgrounds Friday, Saturday, Sunday Swing Shift	2	3:30pm	12:00am	17	9	153
Zone 4 Fairgrounds July 3, - July 7th Swing Shift	2	3:30pm	12:00am	17	5	85
Zone 5 Fairgrounds Wednesday & Thursday Day Shift	2	11:00AM	4:00pm	10	6	60
Zone 5 Fairgrounds Friday, Saturday, Sunday Day Shift	3	11:00AM	4:30pm	16.5	9	148.5
Zone 5 Fairgrounds July 3, - July 7th Day Shift	3	11:00am	4:30pm	16.5	5	82.5
Zone 5 Fairgrounds Wednesday & Thursday Swing Shift	2	3:30pm	12:00am	17	6	102
Zone 5 Fairgrounds Friday, Saturday, Sunday Swing Shift	3	3:30pm	12:00am	25.5	9	229.5
Zone 5 Fairgrounds July 3, - July 7th Swing Shift	3	3:30pm	12:00am	25.5	5	127.5

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Zone 6 Fairgrounds Wednesday & Thursday Day Shift	2	11:00AM	4:00pm	10	6	60
Zone 6 Fairgrounds Friday, Saturday, Sunday Day Shift	3	11:00AM	4:30pm	16.5	9	148.5
Zone 6 Fairgrounds July 3, - July 7th Day Shift	3	11:00am	4:30pm	16.5	5	82.5
Zone 6 Fairgrounds Wednesday & Thursday Swing Shift	2	3:30pm	12:00am	17	6	102
Zone 6 Fairgrounds Friday, Saturday, Sunday Swing Shift	3	3:30pm	12:00am	25.5	9	229.5
Zone 6 Fairgrounds July 3, - July 7th Swing Shift	3	3:30pm	12:00am	25.5	5	127.5
Fair Hours Labor						**4,099**

(Fair) Sample Schedules: Trash Laborer (Supervisor) Day / Swing Shift						
AREA/BUILDING	**# OF STAFF**	**START TIME**	**END TIME**	**TOTAL HRS DAILY**	**TOTAL FAIR DAYS**	**FAIR HRS**
Zone 1 & 2 Fairgrounds Day Shift	1	11:00AM	4:00pm	5.5	20	110
Zone 3 & 4 Fairgrounds Day Shift	1	11:00AM	4:30pm	5.5	20	110
Zone 5 & 6 Fairgrounds Day Shift	1	11:00am	4:30pm	5.5	20	110
Zone 1 & 2 Fairgrounds Swing Shift	1	3:30pm	12:00am	8.5	20	170
Zone 3 & 4 Fairgrounds Swing Shift	1	3:30pm	12:00am	8.5	20	170
Zone 5 & 6 Fairgrounds Swing Shift	1	3:30pm	12:00am	8.5	20	170

EXHIBIT A
SCOPE OF WORK

TOTAL DAILY PEOPLE	**3**	TOTAL DAILY HOURS	**42**	**20**	**840**

Sample: Interim Events Trash Laborer						
AREA/BUILDING	**# OF STAFF**	**START TIME**	**END TIME**	**TOTAL HRS DAILY**	**TOTAL DAYS**	**TOTAL HRS**
TBD	TBD	TBD	TBD	TBD	TBD	1500

Sample: Interim Events Trash Laborer (Supervisor)						
AREA/BUILDING	**# OF STAFF**	**START TIME**	**END TIME**	**TOTAL HRS DAILY**	**TOTAL DAYS**	**TOTAL HRS**
TBD	TBD	TBD	TBD	TBD	TBD	200

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: N/A

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
24-025	1	GL#: 600100-10

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
Lopez Works Incorporated

2. The term of this Agreement is:

START DATE
June 1, 2024

THROUGH END DATE
May 31, 2027

3. The maximum amount of this Agreement after this Amendment is:
$215,050.00
Two Hundred Fifteen Thousand Fifty Dollars and Zero Cents

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

The purpose of this Amendment is to exercise the first one-year option, extending the term by one year and increasing the dollar amount by $74,250.00. The maximum amount of this Agreement is hereby increased from $140,800.00 to $215,050.00. The Through End Date is hereby extended from May 31, 2026 to May 31, 2027.

Amendment Effective Date: May 31, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
21195 Prairie View Land	Trabuco Canyon	CA	92679

PRINTED NAME OF PERSON SIGNING	TITLE
Andre Lopez	President

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

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

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014

PRINTED NAME OF PERSON SIGNING	TITLE
Carlene Moore	Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	FAC §4051 .a. 1

EXHIBIT A
SCOPE OF WORK

1. SERVICES OVERVIEW

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

B. The contract term shall be for two (2) years with the possibility of three (3) One-year options to renew, at the sole and absolute discretion of the 22nd DAA. The initial contract term is anticipated to begin June 1, 2024 and run through May 31, 2026. The last option year expires May 31, 2029. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

C. Lopez Works Inc., hereinafter called the Contractor, agrees to provide 22nd District Agricultural Association / Del Mar Fairgrounds, hereafter called District, commercial grounds sweeping services outlined below.

D. Services shall include, but not be limited to, sweeping of asphalt and concrete areas during the run of the San Diego county Fair (Fair), post the fair, and providing power sweeping services throughout the year, as requested.

E. The services shall be performed at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.

F. The services shall be provided 5-days per week for the run of the Fair, which for 2024 will run from June 12th through July 7th. The specific dates for future Fairs will be provided to the Contractor once they are determined.

G. Work Hours: The sweeping shall begin at 11:59 pm and be completed by 8:30 am the next morning.

H. Contractor must be able to respond to District's staffing requirements. Staffing shall consist of no more than 8-hour shifts per workday for each worker. Overtime shall not be incurred due to insufficient staffing by Contractor.

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

22nd District Agricultural Association	Company: Lopez Works Inc.
Name: Brad Mason, Facilities Director	Name: Andre Lopez, President
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 21195 Prairie View Lane Trabuco Canyon, CA 92679
Phone: 858-755-1161 X 4285	Phone: 949-470-9351
Email: bmason@sdfair.com	Email: Lopezworksinc@gmail.com

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

EXHIBIT A
SCOPE OF WORK

2. WORK TO BE PERFORMED:

A. Background and Goals

The 22nd District Agricultural Association (Del Mar Fairgrounds) hosts a large variety of events all year long on its 212-acre, main campus. The largest event being the self-produced San Diego County Fair, as well as other events produced by third-party promoters, which range from concerts and festivals, trade shows and consumer expos, equestrian competitions and animal shows, sporting events, fundraisers, and personal celebrations.

The estimated attendance during Fair-Time is approximately 1,000,000 patrons over twenty (20) days. The average attendance per day is approximately 45,000 patrons. Weekday attendance could be as low as 40,000 patrons per day and weekend days attendance could be as high as 60,000 patrons or more per day. Attendance varies depending on weather, entertainment, promotions, and day of the week. During the Fair, the District hosts various types of events and exhibits including agricultural education, concessions, festivals, concerts, animal shows, entertainment, sporting events, etc.
It is the intention of the District to hire a Contractor to provide Sweeping Services for the run of the Fair, post-Fair, and optional sweeping services available throughout the year, as requested.

The San Diego County Fair is open to the public and runs for twenty (20) days in 2024, utilizing the entire Fairgrounds property. The San Diego Fair takes place from June 12th through July 7th in 2024 and will run for 20-25 days in subsequent years, at approximately a similar date range. The San Diego Fair is closed to the public on Mondays and Tuesdays. Sweeping is not required on Monday and Tuesday.

Pre and Post-Fair sweeping may be required approx. 1-week before and after the Fair.

B. Tasks and Deliverables

Tasks:

a. The contractor shall provide sweeping on asphalt surfaces and concrete surfaces on the Fairgrounds, Main Parking Lot, Green Lot, Red Lot. Scheduled locations may change upon the District's discretion.

b. Contractor shall perform sweeping services each day the fair is open. The San Diego Fair is closed to the public on Mondays and Tuesdays. Sweeping is required on Wednesday, Thursdays, Fridays, Saturdays, and Sundays, beginning at 11:59 pm and completing by 8:30am the next day.

c. The contractor shall ensure the Fairgrounds are free of debris before 9:30am, the morning the sweeping services are provided for Fair-time.

d. The contractor shall provide all equipment and materials necessary to perform sweeping services.

EXHIBIT A
SCOPE OF WORK

- Commercial Vacuum Sweeper Truck or Barrel Truck which must be able to clean at least 60,000 square feet per hour. All Sweeper Trucks must be less than 5 years old.

e. The District cannot guarantee a minimum and/or maximum number of hours. All scheduling of Contractor's services will be determined and managed by the District's Facilities Department. Scheduled locations may be changed upon Districts direction.

f. Contractor shall provide the services outlined in this Agreement in accordance with the rates and fees listed in Exhibit B, Attachment 1, Pricing Table which shall include all services, labor, equipment, fuel, delivery, insurances, and taxes.

Deliverables:

a. Contractor shall provide daily photos to verify acceptable cleanliness standards are met and maintained throughout each day.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: N/A

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
24-026	1	GL#: 600100-10

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
Lopez Works Incorporated

2. The term of this Agreement is:

START DATE
June 1, 2024

THROUGH END DATE
May 31, 2027

3. The maximum amount of this Agreement after this Amendment is:
$209,421.00
Two Hundred Nine Thousand Four Hundred Twenty-One Dollars and Zero Cents

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

The purpose of this Amendment is to exercise the first one-year option, extending the term by one year and increasing the dollar amount by $70,821.00. The maximum amount of this Agreement is hereby increased fro $138,600.00 to $209,421.00. The Through End Date is hereby extended from May 31, 2026 to May 31, 2027.

Amendment Effective Date: May 31, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
21195 Prarire View Lane	Trabuco Canyon	CA	92679

PRINTED NAME OF PERSON SIGNING	TITLE
Andre Lopez	President

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

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

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2260 Jimmy Durante Boulevard	Del Mar	CA	92014

PRINTED NAME OF PERSON SIGNING	TITLE
Carlene Moore	Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	FAC §4051 .a. 1

EXHIBIT A
SCOPE OF WORK

1. SERVICES OVERVIEW

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

B. The contract term shall be for two (2) years with the possibility of three (3) One-year options to renew at the sole and absolute discretion of the 22nd DAA. The initial contract term is anticipated to begin June 1, 2024 and run through May 31, 2026. The last option year expires May 31, 2029. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

C. Lopez Works Inc, hereinafter called the Contractor, agrees to provide 22nd District Agricultural Association / Del Mar Fairgrounds, hereafter called District, commercial pressure power washing services outlined below.

D. Services shall include, but not be limited to power washing asphalt and concrete areas during the run of the San Diego County Fair (Fair), post the fair, and providing power washing services throughout the year as requested.

E. The services shall be performed at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.

F. The 2024 Fair will run from June 12th through July 7th. The specific dates for future Fairs will be provided to the Contractor once they are determined.

G. Work Hours: The power washing shall begin 12:00 am midnight and be completed by 7:00 am that same morning.

H. Contractor must be able to respond to District's staffing requirements. Staffing shall consist of no more than 8-hour shifts per workday for each worker. Overtime shall not be incurred due to insufficient staffing by Contractor.

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

22nd District Agricultural Association	Company: Lopez Works Inc.
Name: Brad Mason, Facilities Director	Name: Andre Lopez, President
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 21195 Prairie View Lane Trabuco Canyon, CA 92679
Phone: 858-755-1161 X 4285	Phone: 949.470.9351
Email: bmason@sdfair.com	Email: Lopezworksinc@gmail.com

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

EXHIBIT A
SCOPE OF WORK

2. WORK TO BE PERFORMED:

A. Background and Goals

The 22nd District Agricultural Association (Del Mar Fairgrounds) hosts many events all year on its 212-acre main campus. The largest event being the self-produced San Diego County Fair, as well as other events produced by third-party promoters, which range from concerts and festivals, trade shows and consumer expos, equestrian competitions and animal shows, sporting events, fundraisers, and personal celebrations.

The San Diego County Fair is open to the public and runs for twenty (20) days in 2024, utilizing the entire Fairgrounds property. The San Diego Fair takes place from June 12th through July 7th in 2024 and will run for 20-25 days in subsequent years, at approximately a similar date range. The San Diego Fair is closed to the public on Mondays and Tuesdays. Power washing is not required on Monday and Tuesday.

The estimated attendance during Fair-Time is approximately 1,000,000 patrons over twenty (20) days. The average attendance per day is approximately 45,000 patrons. Weekday attendance could be as low as 40,000 patrons per day and weekend attendance could be as high as 70,000 patrons or more per day. Attendance varies depending on weather, entertainment, promotions, and day of the week. During the Fair, the District hosts various types of events and exhibits including agricultural education, concessions, festivals, concerts, animal shows, entertainment, sporting events, etc. It is the intention of the District to hire a Contractor to provide Power Washing Services for the run of the Fair, post-Fair, and optional power washing services available throughout the year, as requested.

B. Tasks and Deliverables

Tasks:

a. Power washing is required on Wednesdays, Thursdays, Fridays, Saturdays, and Sundays, beginning at 12:00 am midnight and completing by 7:00 am on the same morning day.

b. The contractor shall provide an adequate number of staff, equipment, and materials to ensure the areas outlined on the map are clean and free of debris before 9:30am in the morning.

c. The contractor shall provide power washing on asphalt surfaces and concrete surfaces on the main throughfare streets. Locations include but not limited to Plaza De Mexico, Paddock Entrance, Turf Club Entrance, Garden Shop, Mission Tower entrance stairs, Grandstand peripheral concrete sidewalks, and other areas as required by the Facilities Director. See Maps on Section 3.

d. Contractors shall only receive service requests from approved personnel authorized by the Facilities Director.

EXHIBIT A
SCOPE OF WORK

e. The contractor will provide all equipment and materials necessary to perform power washing.

- Commercial Pressure Power Washer producing at least 4000 psi (pound per square inch) of pressure and a flow rate of at least eight (8) gallons of water per minute.
- Rotary power washers producing at least 3000 psi and a flow rate of at least four (4) gallons per minute are required on the concrete surface.

f. Contractor shall provide two (2) Commercial Pressure Power Washing Trucks with two (2) experienced operators per Truck.

g. The power washing cannot begin until after the trash has been removed and power sweeping is finished. The power washing can follow immediately behind the power sweeping truck.

h. Post-Fair power washing will be required approximately 1-week after the last day of the Fair (July 7th in 2024).

i. The District may request power washing during the pre-fair set-up or other times throughout the year.

j. The District cannot guarantee a minimum and/or maximum number of hours. All scheduling of Contractor's services will be determined and managed by the District's Facilities Department. Scheduled locations may be changed upon District's direction.

k. Contractor shall provide the services outlined in this Agreement in accordance with the rates and fees listed in Exhibit B, Attachment 1, Pricing Table which shall include all services, labor, equipment, fuel, delivery, insurances, and taxes.

Deliverables:

Contractor is responsible for the following performance components, including, but not limited to:

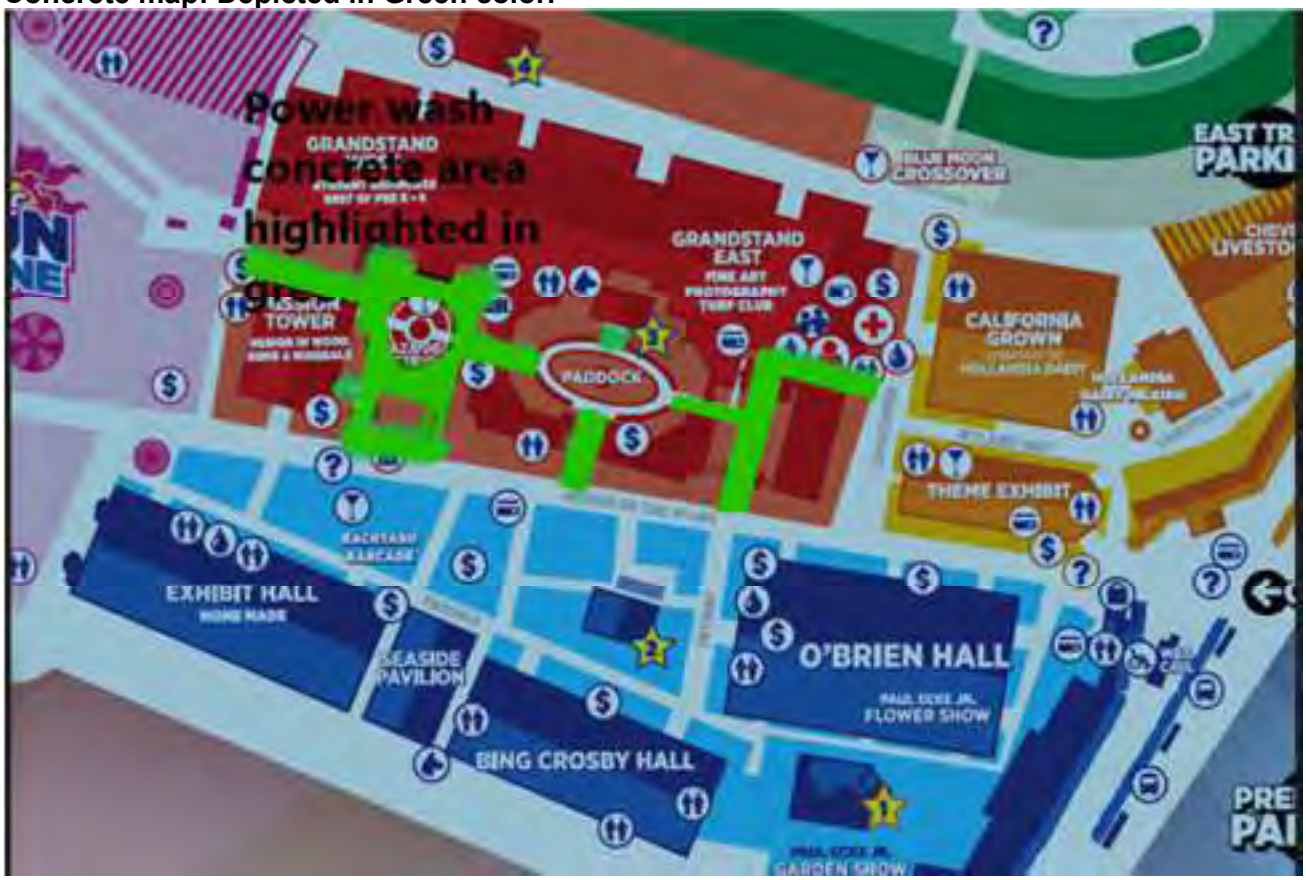
a. Contractor shall provide daily photos to verify acceptable cleanliness standards are met and maintained throughout each day.

EXHIBIT A
SCOPE OF WORK

3. Power Washing Locations

Asphalt Map: Depicted in Green color.

Concrete map: Depicted in Green color.



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: N/A

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-068	2	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
Bodewell Group

2. The term of this Agreement is:

START DATE
November 15, 2023

THROUGH END DATE
November 14, 2026

3. The maximum amount of this Agreement after this Amendment is:
$1,003,111.00
One Million Three Thousand One Hundred Eleven Dollars and Zero Cents

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

The purpose of this Amendment is to formally document the Contractor's legal name change from Southwest Strategies to Bodewell Group. All references in the Agreement to "Southwest Strategies" shall hereafter mean and refer to "Bodewell Group."

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Amendment Effective Date: March 11, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
401 B Street #150	San Diego	CA	92101

PRINTED NAME OF PERSON SIGNING	TITLE
Chris Wahl	Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
26-016	GL#: 600100-02

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
JJLR LLC dba Kiosk Prepaid

2. The term of this Agreement is:

START DATE
May 1, 2026

THROUGH END DATE
July 31, 2027

3. The maximum amount of this Agreement is:
$15,000.00
Fifteen 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	2
	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.)
JJLR LLC dba Kiosk Prepaid

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5045 S. Rogers St. Space 9	Las Vegas	NV	89118

PRINTED NAME OF PERSON SIGNING	TITLE
Robert Frimet	CEO

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

EXHIBIT A
SCOPE OF WORK

1. SERVICES OVERVIEW

A. JJLR LLC dba Kiosk Prepaid, 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:

Contractor agrees to provide a total of fourteen (14) Reverse ATM Machines for use throughout the Del Mar Fairgrounds during the San Diego County Fair (Fair) in locations mutually agreed upon by Contractor and District for each Fair. Contractor shall ensure that at least four (4) Reverse ATMs are located outside the fairground gates in locations mutually agreed upon for each Fair.

B. The services shall be performed at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.

C. Contractor shall have staff on standby to service its Reverse ATMs as needed every day during the operational hours of the Fair (closed Mondays and Tuesdays). Generally, operational hours will be from 11 a.m. to 11 p.m. Sundays through Thursdays, and from 11 a.m. to midnight Fridays and Saturdays.

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

22nd District Agricultural Association	Kiosk Prepaid
Name: Michael Sadegh, Director of Finance	Name: Robert Frimet, Managing Member
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 5045 S. Rogers St. Space 9, Las Vegas, NV 89118
Phone: 858-792-4201	Phone: 702-596-8370
e-mail: msadegh@sdfair.com	e-mail: bob@kioskprepaid.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. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, those governing the use, licensing, and operation of Reverse ATMs. Such compliance shall include adherence to all applicable accessibility requirements, including relevant provisions of the **Americans with Disabilities Act and its accessibility guidelines.**

B. Reverse ATMs must be stand-alone units (no countertop machines permitted) and shall be in new or like-new condition, free from scratches, dings, dents, or other visible defects. All Reverse ATMs must include clear, legible, and prominently displayed instructions for consumer use.

EXHIBIT A
SCOPE OF WORK

C. All Reverse ATMs shall work on wireless cellular network with redundancy, provided by the Contractor. If hardwiring is required, Contractor will be responsible for paying a $300 fee to the District for each machine that has to be hardwired by District staff.

D. Contractor shall ensure that all Reverse ATM Machine installations are complete, fully tested, and functional no later than two days before the opening date of each Fair. Following the conclusion of each Fair, the Contractor shall remove all the Reverse ATM Machines within a period of seven (7) days.

E. Contractor shall be responsible for monitoring all Reverse ATMs for cash pickup and deposits and for keeping them adequately stocked with Mastercard Cards that can be loaded with up to $1,000 per transaction.

F. Contractor shall provide District with weekly reports throughout the duration of each Fair that detail all Reverse ATM transactions.

G. Contractor shall promptly respond to all reported service requests within fifteen (15) minutes of notification by District. District may notify the Contractor upon closure of Fair operations for each day.

H. Contractor shall provide the District with photographs of all Reverse ATMs upon completion of set up and installation throughout the fairgrounds.

I. Contractor may charge the consumer a one-time transaction fee not to exceed Three Dollars and Fifty Cents ($3.50) for each Reverse ATM card issued. If Contractor offers a reloadable card option, Contractor may assess a fee not to exceed Two Dollars ($2.00) for each reload.

J. District shall be permitted to display magnetic stickers bearing graphical and information-based messages related to the business and operations of the Fair on the Reverse ATM machine enclosures at no additional cost to District. All magnetic stickers, including all graphics and messaging content, shall be provided by District at its sole cost.

K. District will provide the Contractor with a two-way communication radio, a desk, and a chair for the duration of each Fair.

L. District will provide five (5) parking passes for all Contractor staff during the course of the Fair, and access to the fairgrounds up to two (2) days prior to the start of the Fair and up to seven (7) days after the Fair ends.

M. Contractor is responsible for maintaining a clean and orderly environment around the office location provided by the District.

N. Contractor and District may enter into an optional sponsorship agreement with terms acceptable to both parties.

O. The Fair dates are subject to change annually, which may affect the required dates for the future operation of the Reverse ATM Machines.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: N/A

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
22-028	3	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

San Elijo Joint Powers Authority

2. The term of this Agreement is:

START DATE

May 1, 2022

THROUGH END DATE

June 30, 2027

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

$996,953.00

Nine Hundred Ninty Six Thousand Nine Hundred Fifty Three Dollars and Zero Cents.

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

The purpose of this Amendment is to increase the dollar amount by $25,000.00 in order to cover the increased quarterly service fee and the out of scope equipment repair cost. The quarterly service is hereby increased from $45,000 to $48,005.00, and the quarterly Out of Scope repair allowance is increased from $5,000 to $6,250.00. The maximum amount of this Agreement is hereby increased from $971,953.00.00 to $996,953.00. All other terms and conditions remain unchanged.

Amendment Effective Date: March 11, 2026

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

San Elijo Joint Powers Authority

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2695 Manchester Avenue	Cardiff by the Sea	CA	92007

PRINTED NAME OF PERSON SIGNING	TITLE
Michael Thornton	P.E., General Manager

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

MEMORANDUM OF UNDERSTANDING BETWEEN THE 22nd DISTRICT AGRICULTURAL ASSOCIATION AND THE SAN ELIJO JOINT POWERS AUTHORITY FOR TECHNICAL OPERATION AND MAINTENANCE SERVICES

This Memorandum of Understanding ("MOU") is entered into as of ____May 1, 2022_____, by and between the 22nd District Agricultural Association of the State of California, hereinafter referred to as DAA, and the San Elijo Joint Powers Authority, hereinafter referred to as SEJPA (collectively referred to as "Parties" and individually referred to as "Party"), with respect to the following facts:

RECITALS

WHEREAS, DAA owns a Wetland Treatment System and six storm water Pumping Stations located at the Del Mar Fairgrounds, hereinafter referred to DAA facilities; and

WHEREAS, for purposes of this MOU, the DAA facilities identified in Exhibit "A", are facilities that are currently owned, operated and maintained by DAA; and

WHEREAS, DAA desires for SEJPA to provide technical operating and maintenance services in the form of labor, materialsand subcontracted services to operate and maintain the DAA facilities, and SEJPA is willing to provide such services, subject to written terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants set forth herein, DAA and SEJPA represent and agree as follows:

ARTICLE I: SCOPE OF WORK

The SEJPA shall provide assistance to maintain the equipment at the DAA facilities in good operating condition. Specific services to be provided routinely and on an as-needed basis by SEJPA hereunder are described in Exhibit "B." In performing these services, SEJPA shall follow practices consistent with generally accepted technical standards and SEJPA represents that its staff are skilled in the expertise necessary to provide these services.

ARTICLE II: BUDGETING

A. DAA shall compensate SEJPA for all expenses associated with the operation and maintenance of the DAA facilities, in accordance with the annual budget to be developed and recommended by SEJPA and approved by DAA. An example of the typical budget is shown in Exhibit "C."

B. The DAA facilities budget shall be based on a calendar year beginning January 1st and extending through December 31st.

1. The operating and maintenance budget shall include the estimated amount of money required for operation and maintenance including, but not limited to: salaries and benefits, equipment and tools costs, operation and maintenance supply costs, accounting

and auditing costs, administration costs, legal services, overhead costs, insurance and other costs as required for operation and maintenance in conformance with this MOU.

2. DAA shall be responsible for the planning, design, bidding, construction management and supervision of all capital improvements for the DAA facilities. Under no circumstances shall SEJPA be responsible for the planning, design, bidding, construction management or supervision of such work at the DAA facilities. SEJPA shall, however, coordinate the continued operation and maintenance of the DAA facilities as necessary during the course of such construction. DAA shall, before letting any contract for such work, provide a reasonable opportunity to SEJPA to comment on plans for making the proposed improvements as respects operational and maintenance consequences. Any such contract shall require the contractor to name SEJPA as additional insured as to any insurance required of the contractor by the awarding agency and as to which the awarding agency will be insured, provided that SEJPA need not be an insured under any bid, performance or payment bonds required.

C. SEJPA shall forward the estimated operating and maintenance budgets to DAA for review. Until such time as formal approval has been received from DAA, the estimated budgets shall constitute merely proposed budgets, subject to consideration or revision. In the event a recommended budget is not approved, SEJPA shall continue to operate and maintain the DAA facilities using the previous calendar year budget figures, provided that if no budget is approved priorto the end of the current calendar year, SEJPA shall have no obligation to continue to provide serviceshereunder after the close of the calendar year.

ARTICLE III: COMPENSATION

SEJPA shall invoice DAA on a quarterly basis, on July 1, October 1, January 1 and April 1, based on an annual budget developed by SEJPA and approved by DAA. The budget will be based on SEJPA staff time and materials relatedto the services performed under the MOU (Draft budget is presented in Exhibit “C”). DAA shall promptly pay for one fourth of the annual cost of operation and maintenance services for the DAA facilities, as approved in the annual operating budget. In the event at the end of any calendar year, the amount paid by DAA exceeds the amount which should have been charged based upon the actual expenses for the full calendar year,the excess shall be credited to the DAA for the following calendar year. In case of underpayment, the DAA shall be billed by the SEJPA for the deficiency.

ARTICLE IV: PERMITTING

Except as otherwise agreed upon by all Parties in writing, DAA shall be responsible for all costs and activities related to the issuance, amendment or renewal of any regulatory permit required or which may become required by the State of California, including, but not limited to, the Regional Water Quality Control Board and/or by the government of the United States of America in the operation and/or maintenance of the DAA facilities or any other permits required for the Pump stations. SEJPA is not responsible for obtaining, renewing, or amending any permit for the DAA facilities.

ARTICLE V: HOLD HARMLESS

SEJPA and DAA agree to indemnify and hold harmless each other, their officers, officials, contractors and employees from all claims arising out of the performance of services provided for herein except the intentional misconduct of the other party.

ARTICLE VI: DISCLAIMERS

A. SEJPA shall not be responsible for any defects, omissions or errors in the design or construction of the DAA facilities, but only for the exercise of ordinary care in the operation and maintenance of the DAA facilities.

B. In the event of a regulatory permit violation resulting from operation or maintenance of the DAA facilities, DAA shall immediately notify SEJPA. SEJPA shall, within the required notification time, prepare or cause to be prepared, a written report on behalf of DAA. DAA shall review and comment on the content of the written report prior to submittal by DAA.

C. DAA shall be responsible for developing and maintaining the DAA facilities' operation, maintenance, and emergency response plans as required by any regulatory agency and provide current copies of such plans to SEJPA. SEJPA shall comply with such plans on behalf of DAA. SEJPA shall have no responsibility for maintaining or carrying out the emergency response plans of DAA.

D. SEJPA shall make good faith efforts to comply with all regulatory requirements imposed on DAA which are applicable to the DAA facilities. DAA shall promptly advise SEJPA if orwhen there are other applicable requirements. DAA shall promptly advise the SEJPA if or when applicable requirements change.

E. Employees, agents, and personnel of each Party shall be and remain employees, agents, and personnel of said Party. Each Party shall have sole responsibility of paying the salaries, taxes, including, but not limited to Federal Social Security taxes, Federal, California and employment taxes, and all other employee-related expenses including but not limited to Workers' Compensation Insurance and Retirement Benefits regarding their respective employees.

ARTICLE VII: TERMINATION

This MOU shall remain in effect until April 30, 2023, unless amended or terminated in writing. This MOU may be cancelled by either party upon one-year prior written notice.

ARTICLE VIII: NOTICES

A. DAA's point of contact for issues related to the implementation of this MOU is the Supervising Environmental Planner. SEJPA's point of contact for issues related to the implementation of this MOU isthe SEJPA Director of Operations.

B. All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments, or designations hereunder shall be given in writing and addressed to:

If to DAA:

DAA CEO
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

If to SEJPA:

General Manager
2695 Manchester Avenue
Cardiff by the Sea, CA 92007

ARTICLE IX: MODIFICATIONS

This MOU contains all of the terms and conditions made between the Parties hereto and shall not be altered except by an amendment in writing.

ARTICLE X: GOVERNING LAW

This MOU is to be governed by and construed in accordance with the laws of the State of California, with venue for any disputes to be in the County of San Diego.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year first above written.

DAA

By: Carlene Moore (May 26, 2022 23:38 PDT)
Carlene Moore, DAA CEO

SAN ELIJO JOINT POWERS AUTHORITY

By: Michael T. Thornton
Michael Thornton, P.E., General Manager

Approved as to form

By: Joshua M. Caplan (May 18, 2022 15:10 PDT)
Josh Caplan, DAA Attorney

By: Tracie Stender (May 18, 2022 10:53 PDT)
Tracie Stender, SEJPA Counsel

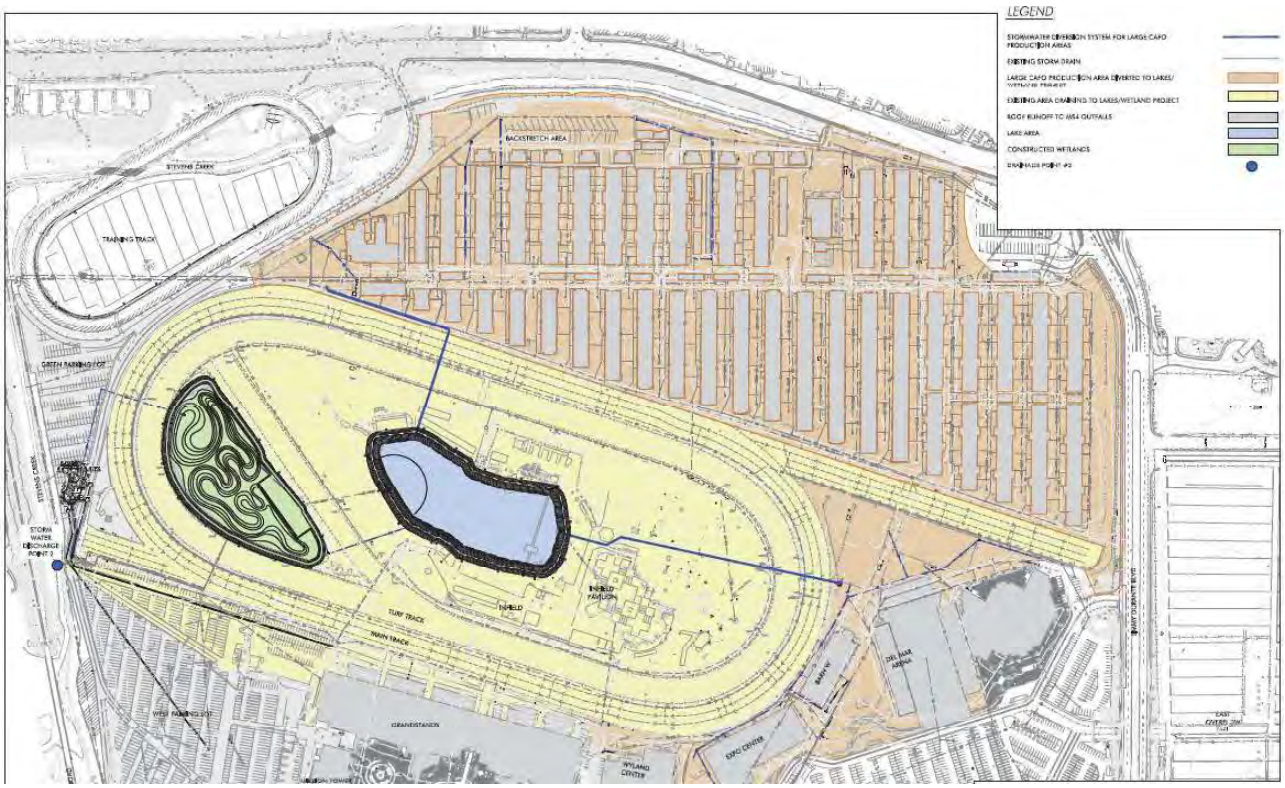
ATTEST:

By: Melinda Carmichael (May 2, 2022 17:49 PDT)
Melinda Carmichael

By: Christopher A. Trees (May 2, 2022 08:02 PDT)
Chris Trees

EXHIBIT "A"

LOCATION OF DAA-OWNED FACILITIES TO BE OPERATED AND MAINTAINED BY SAN ELIJO JOINT POWERS AUTHORITY



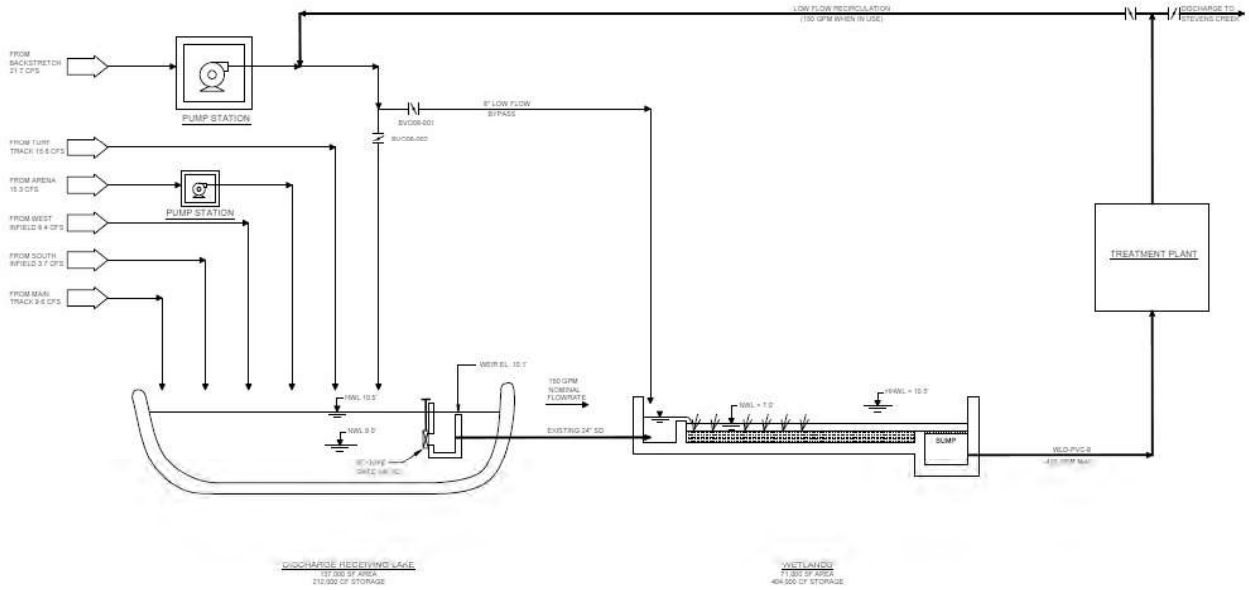


EXHIBIT "B"

SCOPE OF WORK FOR ANNUAL OPERATION AND MAINTENANCE ("O&M") SERVICES

This scope of work applies to the Infield Treatment Plant that has been constructed at the Del Mar Fairgrounds to treat infield runoff water and storm water. The *Treatment Plant* is designed to function after the *Constructed Wetlands* for final removal of total suspended solids and for disinfection. The *Treatment Plant* removes particulate and provides disinfection of water before discharging to Stevens Creek. The *Treatment Plant* is split into three equally sized process trains for redundancy and meeting seasonal flow rates. The *Treatment Plant* will process water from the *Treatment Intake Lake* for either direct discharge into Stevens Creek when nutrient levels are low and acceptable, or will recycle water back through the *Constructed Wetlands,* when further reduction of nutrients is required. This scope of work includes level coordination of the lake/constructed wetlands and operation of six other pump stations on site that are outside the treatment building. Operation and maintenance of the lake and constructed wetland is not included in this scope.

The *Treatment Plant* is composed of the following unit processes:

- Three 150 gpm process trains with a daily total maximum rate of 648,000 gpd.
- Pump suction strainers for pump protection
- A single process pump for each process train
- Drum screen filtration for removal of particulate down to 40-micron size
- Transfer basin #1 for proportioning water flows from filtration to ultraviolet sterilizers
- Ultraviolet Sterilization at 60 mJ/cm^2 for disinfection
- Transfer basin #2 for recirculation or direct discharge of water
- Two pumps for recirculation of water to the *Constructed Wetland* when needed.

Related Facilities include:

- Six remote pump stations that collect runoff and stormwater and transfer water into the east lake for storage
- Lake level indicators and transmitters for level indication and flow balancing

SEJPA Infield Treatment System Responsibilities

- Operate and maintain treatment system to be in compliance with regulatory permits. This scope assumes others are responsible for maintenance of the regulatory sensors and probes to record water quality parameters.

- Inspect the treatment system three times per week to ensure proper operation and site security.

- Monitor of treatment system alarms 24-hours a day (including weekends and holidays) for critical events, status of drum filter operations or status of UV sterilizer operations. Planned work hours are limited to 7:00 am to 4:00 pm, 7-days per week. After hours support is available with the approval from DAA and funding availability.

- Assist the Del Mar Fairgrounds with wetland system interface for level control. Wetland weed and growth removal, sediment removal and disposal, and lake algicide management is not included.

Typical SEJPA Treatment System O&M Procedures

Three Days per Week

1. Record hour meter readings of pumps and motors on log sheets
2. Inspect pumps and electric motors
   - Alternate lead pumps
   - Check operation of motors
   - Check operation of controls as they apply to the system
   - Check mechanical seals
   - Check mechanical and electrical systems for unusual noises, temperatures, and operational readings
   - Inspect pumping system for proper operation (remove blockages from pumps as needed)
   - Check pump inlet strainers. Clean strainers approximately twice per week
   - Check the ventilation system
   - Check for proper lighting
3. Inspect drum filters
   - Check flow and water levels.
   - Check spray jets (brown stripe)
   - Check mechanical parts, drum seals, and screens for maintenance.
   - Remove dirt or any scaling buildup from the exterior
4. Inspect Ultraviolet Sterilization System
   - Verify operation of quartz sleeve wiping system.
   - Check air compressor operation
   - Note the LED indication lamps on the UV controller and any warnings such as high temperature
   - Check for leaks or overflowing of the UV channels. Confirm the local flow meter display readings are in general agreement with the Automated Control System (ACS)

5. Check operation at Transfer Basin #2. Check the water level, remove any excess floating debris, and check for proper alignment of the water quality sensors or any apparent damage. Check the display status for each of the water quality monitor displays. Report any water quality issues to DFG.
6. Inspect outside building for security integrity including graffiti, vandalism, and fence tampering. Report incidences to DFG for resolution.

Weekly

1. Clean any debris lodged in the sludge drain tray.
2. Perform yard maintenance and housekeeping as needed.
3. Grease the front bearings and the center bearing at the drive end.
4. Check movement of support wheels, holes in filter panels, straps out of alignment, uninterrupted drum rotation or any unusual noises.
5. Observe drum filter backwash operation

Monthly

1. Test alarms
2. Inspect fire extinguishers
3. Exercise suction and discharge valves
4. Replace all log sheets with new and take utility readings
5. Remove and clean spay jets (if required) with a fine needle and compressed air.
6. The screens should be manually washed with a high-pressure washer as required or removed and chemically cleaned.

Annually

1. Check oil level in drum filter gear motor.
2. Check for wear on the main bearings and gears in the drive end.
3. Check the lip seal on the inlet end of the drum and replace as necessary. Plan for replacing the lip seal annually.
4. Check the drum filter small drive wheel and replace as required.

Typical SEJPA Remote Pump Station O&M Procedures

Weekly

1. Record hour meter readings of pumps and motors on log sheets
2. Inspect pumps and electric motors
   - Alternate lead pumps
   - Check operation of motors
   - Check operation of controls as they apply to the system
3. Perform yard maintenance and housekeeping as needed
4. Verify level sensors are working properly

Monthly

1. Test alarms
2. Exercise suction and discharge valves
3. Replace all log sheets with new and take utility readings

AGREEMENT **22-902 AM2**
DATE February 26, 2025
FAIRTIME INTERIM **X**

RENTAL AGREEMENT AMENDMENT

This Agreement by and between the **22ND DISTRICT AGRICULTURAL ASSOCIATION**, hereinafter called District, and **Event Money, Inc. dba Mobile Money,** hereinafter called the Renter, WITNESSETH:

The parties mutually agree to this Amendment as follows and all actions noted below are by this reference made a part of this Agreement and incorporated herein:

1. To renew the original rental agreement, exercising the second and final one-year option, **May 1, 2026 through April 30, 2027.**

Except as amended herein, all terms and conditions remain as previously agreed by the parties.

IN WITNESS WHEREOF, this agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

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

BY: _____

NAME/TITLE: **Carlene Moore, CEO/General Manager**

DATE: _____

Event Money, Inc. dba Mobile Money
941 Calle Negocio
San Clemente, CA 92673

BY: _____

NAME/TITLE: **Larry Dunnwald, President**

DATE: _____

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

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

1. Association hereby grants to the Renter the right to occupy the space(s) known as «Location», located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.

2. The terms of this Agreement begin on «Beginning_Term» and ends on «End_Term». Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which the Renter took possession.

3. The purposes of the occupancy shall be limited to «Ride_1__Tickets», «Ride_2__Tickets» «Ride_3__Tickets» «Ride_4__Tickets» «Ride_5__Tickets» «Ride_6__Tickets» «Ride_7__Tickets» «Ride_8__Tickets» «Ride_9__Tickets» «Ride_10__Tickets» «Ride_11__Tickets» «Ride_12__Tickets» «Ride_13__Tickets» and shall be for no other purpose whatsoever.

4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: «M__Split»

5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.

6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

SAMPLE

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees

10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.

11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.

12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.

13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

14. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.

15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.

16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.

17. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound- producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.

SAMPLE

18. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

20. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

21. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.

22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.

24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.

26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.

28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.

SAMPLE

29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

31. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.

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

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

    a. Exhibit A: 2025 Midway Licensee Handbook
    b. Exhibit B: California Fair Services Authority Insurance Requirements
    c. Exhibit C: Standard Terms and Conditions
    d. Exhibit D: Cal/OSHA Amusement Ride and Tramway Unit Temporary Amusement Ride Permit
    e. Exhibit E: Drug Free Workplace Certification
    f. Exhibit F: Worker's Compensation
    g. Exhibit G: Storm Water Policy
    h. Exhibit H: AB1775 Certification Statement
    i. Exhibit I: Drug Screening Certification
    j. Exhibit J: Megan's Law Certification
    k. Exhibit K: Background Check Certification

34. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

SAMPLE

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

_____
Signature

_____
Title

_____
Date

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

_____
Signature

Carlene Moore, CEO
Title

_____
Date

SAMPLE

FORM F-31
Revised 8/19

FAIRTIME AND INTERIM EVENT
RENTAL AGREEMENT

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

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2. The terms of this Agreement begin on «Beginning_Term» and ends on «End_Term». Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which the Renter took possession.

3. The purposes of the occupancy shall be limited to «Game_1__Tickets», «Game_2__Tickets» «Game_3__Tickets» «Game_4__Tickets» «Game_5__Tickets» «Game_6__Tickets» «Game_7__Tickets»«Game_8__Tickets»«F23»«F24»«F25» and shall be for no other purpose whatsoever.

4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: «M__Split»

5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.

6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

SAMPLE

9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issues to Renter or its employees

10. No Renter will be allowed to open until all preliminary requirements herein set forth have been complied with.

11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.

12. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.

13. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.

14. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.

15. Renter will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Association.

16. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Renter must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive Renter's trash, and such trash must be not be swept into the aisles or streets or any public areas.

17. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound- producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.

SAMPLE

18. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.

19. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

20. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.

21. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.

22. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as define in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.

23. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.

24. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.

25. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.

26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.

27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.

28. The Parties hereto agree that Renter, and any agents and employees of Renter, in their performance of this Agreement, shall act in an independent capacity and not as officer or employees or agents of Association.

SAMPLE

29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.

31. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the Parties.

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

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

    a. Exhibit A: 2025 Midway Licensee Handbook
    b. Exhibit B: California Fair Services Authority Insurance Requirements
    c. Exhibit C: Standard Terms and Conditions
    d. Exhibit D: Cal/OSHA Amusement Ride and Tramway Unit Temporary Amusement Ride Permit
    e. Exhibit E: Drug Free Workplace Certification
    f. Exhibit F: Worker's Compensation
    g. Exhibit G: Storm Water Policy
    h. Exhibit H: AB1775 Certification Statement
    i. Exhibit I: Drug Screening Certification
    j. Exhibit J: Megan's Law Certification
    k. Exhibit K: Background Check Certification

34. This Agreement is not binding upon Association until it has been signed by its authorized representative.

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

SAMPLE

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

_____
Signature

_____
Title

_____
Date

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

_____
Signature

Carlene Moore, CEO
Title

_____
Date

SAMPLE

Item 5, Executive Report

Summary of the January 2026 Financials

Overview

Accompanying this Committee Report are preliminary financial reports for January 2026. Figures are still 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 2024 and 2025 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 for January 2026 is favorable compared to the approved budget. Operations for the month exceeded expectations by $885K. This positive variance was driven primarily by expense savings in payroll, professional services, program services, and supplies. Cash balance through January are also higher than during the same period in 2025.

Monthly Performance (January 2026)

In January, revenues were 2% ($31K) below budget. This shortfall was primarily due to lower Food and Beverage (F&B) revenues, which were $88K below forecast (19%), and lower Parking revenues, which fell short by $41K (10%) for the month. These declines were partially offset by Facility Rentals, which exceeded the forecast by $106K, or 35%, for the month.

Category	Status	Variance	Notes
Total Revenues	🟡	-2% / -$31K	Lower F&B and Parking, offset by higher year-round RV rental and non-fair facility rental revenue.
Operating Expenses Savings	🟢	-28% / -$916K	Excess savings in payroll, professional services, and facility & rental expenses.
Food & Beverage Revenues	🔴	-18% / -$82K	Lower interim events than planned, and one less concert at the sound.
Facility Rentals	🟢	+34% / +$106K	Higher interim event rental revenues are offset by lower red lot and S&T RV rental.
Parking Revenues	🔴	-10% / -$41K	Lower interim event parking revenues and one fewer concert at The Sound than planned.

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 January 31, 2026

		2026	2025	2024
Assets				
	1 Cash	$ 24,199,024	$ 28,789,002	$ 36,121,992
	Reserves - BOD as DAA Reserved Funds	11,250,000	-	-
	Reserves - Surf & Truf Utility	76,810	-	-
	Restricted Cash - JLA	134,250	79,212	57,551
	2 Restricted Cash - F&B Equipment Fund	7,523	18,718	51,157
	3 Restricted Cash - RTA	9,525,333	10,870,542	12,911,721
Total Cash and Cash Equivalents		**45,192,939**	**39,757,474**	**49,142,421**
	Accounts Receivable	2,567,146	2,237,991	2,099,019
	Prepaid Expenses	699,665	541,041	382,855
	4 Deferred Outflows Pension	7,035,722	7,035,722	7,035,722
Total Current Assets		**10,302,533**	**9,814,753**	**9,517,597**
	Land and Land Improvements	46,998,212	46,998,212	45,156,113
	Building and Improvements	218,544,813	218,544,813	217,564,033
	Equipment	40,849,104	40,077,049	38,860,396
	Capital Projects in Process	1,421,369	2,529,694	1,816,615
	Accumulated Depreciation	(202,196,701)	(202,196,701)	(192,581,415)
Total Capital Assets		**105,616,797**	**105,953,066**	**110,815,742**
Total Assets		**$ 161,112,269**	**$ 155,525,293**	**$ 169,475,759**
Liabilities				
	Accounts Payable	7,348,865	7,226,672	7,503,030
	Payroll Liabilities	1,346,776	1,246,065	1,148,945
	Accrued Liabilities	1,693,337	1,659,595	1,891,359
	Other Current Liabilities	541,822	166,758	680,141
	6 Deferred Revenue	2,072,987	1,963,508	1,307,364
	5 Current Long Term Debt	1,291,581	2,105,891	2,616,675
	7 Accrued Employees Leave Liabilities	1,276,995	1,239,206	1,361,025
	8 Long Term Debt	51,164,704	54,170,353	57,789,275
	Reserve - F&B Equipment Fund	401,882	101,847	1,819
	Reserve - JLA	60,691	60,691	43,292
	4 Pension Liability	21,689,419	21,589,542	21,385,222
	4 Deferred Inflows - Pension	1,717,258	1,717,258	1,717,258
Total Liabilities		**90,606,316**	**93,247,384**	**97,445,405**
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	22,863,164	11,515,553
	Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
		63,490,079	63,490,079	52,142,468
	Net Proceeds from Operations	7,015,874	(1,212,170)	19,887,886
Total Net Resources		**70,505,953**	**62,277,909**	**72,030,354**
Total Liabilities and Net Resources		**$ 161,112,269**	**$ 155,525,293**	**$ 169,475,759**

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

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

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

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

8- RTA Bonds $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 January 31, 2026
DAA

	January 2026			Year-to-Date			Full 2026
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	**0**	**0**	***0***	**0**	**0**	***0***	**14,882,630**
Gates	*0*	*0*	*0*	*0*	*0*	*0*	*14,882,630*
Concessions Revenue	**361,250**	**443,059**	***(81,810)***	**361,250**	**443,059**	***(81,810)***	**47,404,003**
Food & Beverage Contra	*354,903*	*436,959*	*(82,056)*	*354,903*	*436,959*	*(82,056)*	*22,860,746*
Other Food & Beverage	*0*	*0*	*0*	*0*	*0*	*0*	*5,456,855*
Midway	*0*	*0*	*0*	*0*	*0*	*0*	*18,980,100*
Facility Rentals Revenue	**422,512**	**316,460**	***106,052***	**422,512**	**316,460**	***106,052***	**9,261,914**
Commercial	*0*	*0*	*0*	*0*	*0*	*0*	*3,401,950*
Racetrack	0	0	*0*	0	0	*0*	1,467,750
Leases Revenue	**60,477**	**56,219**	***4,258***	**60,477**	**56,219**	***4,258***	**688,114**
Program Revenues	**448,387**	**510,605**	***(62,218)***	**448,387**	**510,605**	***(62,218)***	**8,857,303**
JLA	*0*	*0*	*0*	*0*	*0*	*0*	*63,000*
Parking	*390,272*	*431,605*	*(41,333)*	*390,272*	*431,605*	*(41,333)*	*8,013,563*
Participation Fees	*9,480*	*25,000*	*(15,520)*	*9,480*	*25,000*	*(15,520)*	*273,740*
Satellite Wagering	*48,635*	*54,000*	*(5,365)*	*48,635*	*54,000*	*(5,365)*	*507,000*
OPERATING REVENUE TOTALS	**1,292,626**	**1,326,343**	***(33,718)***	**1,292,626**	**1,326,343**	***(33,718)***	**81,093,963**
Contributions	**11,150**	**6,000**	***5,150***	**11,150**	**6,000**	***5,150***	**1,880,600**
1 *Government Funding*	*0*	*0*	*0*	*0*	*0*	*0*	*450,000*
Sponsorships	*3,900*	*3,900*	*0*	*3,900*	*3,900*	*0*	*1,407,800*
Other Non-Operating Revenue	**7,117**	**10,561**	***(3,444)***	**7,117**	**10,561**	***(3,444)***	**1,226,705**
Interest Earnings	*0*	*0*	*0*	*0*	*0*	*0*	*990,000*
Reimbursed Costs	**63,763**	**62,616**	***1,147***	**63,763**	**62,616**	***1,147***	**1,971,192**
Prior Year Revenue	**0**	**0**	***0***	**0**	**0**	***0***	**0**
NON-OPERATING REVENUE TOTALS	**82,030**	**79,177**	***2,853***	**82,030**	**79,177**	***2,853***	**5,078,497**
TOTAL REVENUE	**1,374,655**	**1,405,520**	***(30,865)***	**1,374,655**	**1,405,520**	***(30,865)***	**86,172,460**
EXPENSES							
Payroll & Related Expense	**1,020,735**	**1,272,702**	***251,967***	**1,020,735**	**1,272,702**	***251,967***	**19,340,798**
Professional Developmer	*9,374*	*56,350*	*46,976*	*9,374*	*56,350*	*46,976*	*286,599*
Professional Services Expense	**798,674**	**992,965**	***194,290***	**798,674**	**992,965**	***194,290***	**29,193,709**
Food & Beverage Expens	*553,216*	*610,727*	*57,511*	*553,216*	*610,727*	*57,511*	*18,871,587*
Insurance Expense	**179,933**	**159,436**	***(20,497)***	**179,933**	**159,436**	***(20,497)***	**2,222,077**
Facility & Related Expense	**205,476**	**355,374**	***149,898***	**205,476**	**355,374**	***149,898***	**7,087,323**
Equipment & Small Ware	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Telephone & Internet	*8,165*	*8,704*	*539*	*8,165*	*8,704*	*539*	*106,918*
Repairs & Maintenance	*26,697*	*109,046*	*82,349*	*26,697*	*109,046*	*82,349*	*918,552*
Utilities	*158,689*	*233,500*	*74,811*	*158,689*	*233,500*	*74,811*	*3,910,000*
- Electricity	*92,296*	*-*	*-*	*92,296*	*-*	*-*	*-*
- Water	*442*	*-*	*-*	*442*	*-*	*-*	*-*
Supplies Expense	**52,122**	**270,363**	***218,241***	**52,122**	**270,363**	***218,241***	**1,791,386**
Marketing & Related Expense	**4,064**	**8,500**	***4,436***	**4,064**	**8,500**	***4,436***	**1,409,606**
Program Expenses	**44,711**	**97,194**	***52,483***	**44,711**	**97,194**	***52,483***	**17,326,038**
Prizes & Premiums	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Artists & Entertainment	*0*	*0*	*0*	*0*	*0*	*0*	*5,813,500*
Midway Operator Expen.	*0*	*0*	*0*	*0*	*0*	*0*	*10,734,011*
Other Operating Expense	**22,117**	**87,437**	***65,320***	**22,117**	**87,437**	***65,320***	**2,726,623**
Bank & Service Fees	*22,117*	*19,127*	*(2,990)*	*22,117*	*19,127*	*(2,990)*	*1,868,283*
Interest Expense	*0*	*68,310*	*68,310*	*0*	*68,310*	*68,310*	*809,440*
OPERATING EXPENSE TOTALS	**2,327,833**	**3,243,970**	***916,137***	**2,327,833**	**3,243,970**	***916,137***	**81,097,561**
Other Non-Operating Expense							
Prior Year Expense	*0*	*0*	*0*	*0*	*0*	*0*	*0*
NON-OPERATING EXPENSE TOTALS	**0**	**0**	***0***	**0**	**0**	***0***	**0**
TOTAL EXPENSE	**2,327,833**	**3,243,970**	***916,137***	**2,327,833**	**3,243,970**	***916,137***	**81,097,561**
NET INCOME (LOSS)	**(953,178)**	**(1,838,450)**	***885,272***	**(953,178)**	**(1,838,450)**	***885,272***	**5,074,900**

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

Food & Beverage Report
Jan-26

January 2026 Food Service Revenues were $354,903. Budgeted Revenues for January 2026 were $436,959

Net distribution to the District for January 2026 was ($227,465) or -64.1%. Budgeted distribution for January 2026 was ($198,592) or- 45.4%.

Year-to-date 2026 distribution to the District is ($227,465) or -64.1%. The budgeted distribution for YTD 2026 was ($198,592) or -45.4%.

Jan-26	2026 ACTUAL	%	2026 BUDGET	%	2025 ACTUAL	%
TOTAL REVENUE	354,903	100.0%	436,959	100.0%	313,620	100.0%
TOTAL COGS	68,163	19.2%	86,057	19.7%	63,685	20.3%
GROSS MARGIN	286,740	80.8%	350,902	80.3%	249,935	79.7%
TOTAL PAYROLL	389,485	109.7%	410,869	94.0%	405,142	129.2%
OPERATING EXPENSES	124,720	35.1%	138,625	31.7%	146,112	46.6%
NET PROFIT	(227,465)	-64.1%	(198,592)	-45.4%	(301,319)	-96.1%
CLIENT DISTRIBUTION	(199,032)	-56.1%	(173,768)	-39.8%	(263,654)	-84.1%

YTD	2026 ACTUAL	%	2026 BUDGET	%	2025 ACTUAL	%
TOTAL REVENUE	354,903	100.0%	436,959	100.0%	313,620	100.0%
TOTAL COGS	68,163	19.2%	86,057	19.7%	63,685	20.3%
GROSS MARGIN	286,740	80.8%	350,902	80.3%	249,935	79.7%
TOTAL PAYROLL	389,485	109.7%	410,869	94.0%	405,142	129.2%
OPERATING EXPENSES	124,720	35.1%	138,625	31.7%	146,112	46.6%
NET PROFIT	(227,465)	-64.1%	(198,592)	-45.4%	(301,319)	-96.1%
Y-T-D CLIENT DISTRIBUTION	(199,032)	-56.1%	(173,768)	-39.8%	(263,654)	-84.1%

Item 5, Executive Report
Boards, Committees, and Standing Meetings

As of March 2026

22ND DAA STANDING MEETINGS

Board of Directors

Secretary and Chief Executive Officer

- **Frequency**: Second Tuesday of the month, except June, July, and December; additional meetings as needed
- **Travel**: No travel required

Committees of the 22nd DAA Board of Directors

Secretary and Chief Executive Officer

- Audit & Governance Committee: Quarterly, third Tuesday of first month
- DMTC Liaison Committee: Monthly, third Wednesday
- Emergency Preparedness Committee: Schedule TBD
- Entertainment & Vendor Relations Committee: Schedule TBD
- Executive Committee: Monthly, last Tuesday
- Fair Operations Committee: Monthly, third Monday
- Finance Committee: Monthly, third Thursday
- Legal Committee: As needed
- Nominating Committee: Annually
- Master Site Planning Committee: Schedule TBD
- People & Culture Committee: Monthly, third Wednesday
- Regulatory & Governmental Affairs Committee: Quarterly, third Tuesday of first month

Executive Leadership Team

Chief Executive Officer

- **Frequency**: Weekly, alternating Mondays and Tuesdays
- **About**: A meeting of the CEO, COO, CAO, and CCO to discuss organizational matters and provide guidance, input, and feedback for decision-making.
- **Service**: Sets the agenda and leads the meetings.
- **Travel**: No travel required

Business & Leadership Development
Chief Executive Officer

- **Frequency**: Monthly, second Wednesday
- **About**: Business Development meetings are for department heads and sometimes supervisors, providing an opportunity for communication, training, and input and feedback.
- **Participation**: Led by CAO in collaboration with Executive Leadership Team. In the absence of the CAO, Executive Team members taking turns leading portions of the meetings and setting the agenda.
- **Travel**: No travel required

Core Staff and Safety
Chief Executive Officer

- **Frequency**: Monthly, third Thursday
- **About**: The "all-hands" meeting for regular, full-time staff (called Core Staff to differentiate from the 1,200+ Fair-time temporary employees) covers business, Fair, and financial updates and includes recognition, employee engagement, and safety training topics.
- **Participation**: Led by CCO in collaboration with Executive Leadership Team.
- **Travel**: No travel required.

SEASONAL

Daily Fair Updates
Chief Executive Officer

- **Frequency**: Daily during the San Diego County Fair.
- **About**: These operational meetings with key staff focus on reporting out and discussing the challenges, successes, programming, and potential issues during each day of the Fair.
- **Participation**: CEO leads daily fair-time meetings.
- **Travel**: No travel required.

EXTERNAL POSITIONS

California Construction Authority (CCA)
Board member
Finance Committee member

- **Frequency**:
  - Board: Every other month (odd months) on the third Wednesday
  - Finance Committee: Every other month (even months) on last Thursday

- **About**: CCA is a Joint Powers Authority, organized in August 1988 to provide finance, design and construction services for health and safety and other projects at fairgrounds throughout California. The founding Member Entities were the Solano and El Dorado Counties and the 22nd, 32nd and 46th DAAs. The CCA Board is composed of five voting members: one appointed from each Member Entity, and a sixth non-voting ex-officio member appointed by the California Department of Food and Agriculture (CDFA). CCA Board members serve for a term of five years, or until the appointment of a successor, at the pleasure of the appointing Member Entity. An alternate member is also appointed by the Member Entity to serve in the absence of the primary member.
- **Service**: The 22nd DAA is one of the Member Entities of CCA, and the 22nd DAA Board appointed CEO Carlene Moore to a second five-year term in April 2024, with 22nd DAA Board member Michael Gelfand serving as the alternate. At the staff level, the 22nd DAA is a client of CCA, and the 22nd DAA's Chief Administrative Officer serves as the main point of contact for all business matters pertaining to construction projects managed by CCA on the 22nd DAA's behalf.
- **Travel**: Travel is twice a year; once to Sacramento in November as part of the week of CDFA/CFA programming, and the other is to a different fairground each year to see a construction project either in process or completed.

Del Mar Race Track Authority (RTA)
Secretary-Controller to RTA Board

- **Frequency**: Typically only meets annually, usually in March, and in conjunction with the State Race Track Leasing Commission (SRTLC). These meetings have been more frequent in recent years.
- **About**: The RTA was formed in 1990 through the Joint Exercise of Powers Agreement (JPA) between the 22nd DAA and State Race Track Leasing Commission for the "purpose of financing the capital improvements, renewals, and replacements at the District's fairgrounds."
    - Per Section 2.4 of the JPA Bylaws, the Secretary shall be the Chief Executive Officer of the District or other designee of the Authority Board.
    - Per Section 2.6 of the JPA Bylaws, the Chief Executive Officer of the District shall be the Controller.
- **Service**: As Board secretary, the CEO coordinates the agenda, provides staff support for the meetings, researches data, and prepares reports.
- **Travel**: No travel required.

State Race Track Leasing Commission (SRTLC)
Staff support

- **Frequency:** Typically only meets annually, usually in March, and in conjunction with the RTA. These meetings have been more frequent in recent years.
- **About**: The State Race Track Leasing Commission (Commission) was created by the State Legislature in 1968 with the responsibility and authority to lease the Del Mar Race Track (Race Track) and to oversee the expenditure of the rents received from leasing the track for the purpose of implementing a long-range, comprehensive improvement of 22nd DAA property; three members of the 22nd DAA Board serve as Commissioners along with the Directors of the California Departments of Finance, General Services, and Food & Agriculture.
- **Service**: The 22nd DAA has historically provided staff support to the SRTLC, although California Food & Agriculture Code identifies the California Department of Finance as the department intended to provide staff support, with assistance from the Department of General Services and Department of Food & Agriculture. The SRTLC is currently assessing the code requirements.
- **Travel**: No travel required.

OTHER EXTERNAL COMMITMENTS:

California Department of Food & Agriculture (CDFA)

- **Frequency:**
    - **Collaborative Exchanges**: Typically, first Wednesday of the month, December through May
    - **Symposium**: First week of November in conjunction with CFA Leadership Conference
- **About**: CDFA is responsible for promoting and protecting a safe, healthy food supply, and enhancing local and global agricultural trade through efficient management, innovation and sound science, with a commitment to environmental stewardship. CDFA provides guidance to the California network of fairs.
- **Travel**: Usually overnight visit to Sacramento, CA, with additional days in November for the symposium.

Monthly External Meetings

- **Executive Coaching**: Monthly, second Thursday, in-person peer advisory group. Enhances CEO growth and development, and therefore, the success of the Board and overall organization.
- **Local government meetings:** Monthly, third Thursday meetings with the city managers of Del Mar and Solana Beach to provide updates. Typically, remote meetings.
- **Big California Fairs**: Attempt to meet monthly – rotate attending with other members of the Executive Leadership Team. Remote.
- **Southern Area Fairs**: Monthly – rotate attending with other members of the Executive Leadership Team. Remote.

RECENTLY VACATED EXTERNAL POSITIONS

Del Mar Village Association (DMVA)
Former Board member

- **Frequency**: Every other fourth Thursday
- **About**: DMVA is a business association for downtown Del Mar.
- **Service**: Served as a board member from 2019-2026. Recently resigned position to instead rotate the position annually among 22nd DAA Executive Leadership Team members.
- **Meetings and Travel**: Off-site meetings at various locations in Del Mar.

California Fairs Alliance (CFA)
Former Board member

- **Frequency**:
    - Board: First Thursday of each month at 10:00 a.m.
    - Legislative Advocacy Committee: Every other Wednesday at 9:00 a.m.
- **About**: A division of Western Fairs Association, CFA represents the interests of California fairs to key decision-makers through advocacy, education and communication
- **Service**: Recently resigned from CFA Board, although the 22nd DAA remains a member. Going forward, members of the Executive Leadership Team will rotate listening in on these meetings to monitor industry news, legislation developments, and other relevant updates.
- **Travel**: Sacramento, CA, each April for a Day at the Capital (advocacy work) and November for Leadership Conference

WFA Leadership Development Committee
Former member

- **Frequency:** Irregular. The Committee did not meet in 2025. In 2024, it met monthly. In prior years, as infrequent as quarterly.
- **About**: WFA is a nonprofit trade association serving the fair industry throughout the western United States and Canada. The association's primary purpose is to assist in maintaining the highest professional standards within the fair industry through a voluntary network of individuals and organizations. WFA also sponsors industry awards competitions, and the annual convention provides educational and networking opportunities.
- **Service**: As a member of the Committee, identified leadership development opportunities and training programs for annual WFA Convention and fall leadership conference.
- **Travel**: None required for Committee.

Item 5, Executive Report
Employee Engagement Initiative

2026 CEO Goal: Share my culture initiative with the Board and the ongoing efforts to broaden employee engagement.

Measurable: Present the prior employee engagement survey results, action plans implemented, and timeline for surveying in 2026 to the Board by April 15

Workplace culture initiative: Creating a culture that encourages trust, teamwork, inclusivity, accountability, creativity, and innovation

History of Formal Employee Engagement Surveys

Initial 2023 Survey

A 2023 survey, conducted by contractor Activate Human Capital Group, included regular full-time (RFT/civil service) and temporary employees. Feedback from supervisors was that the information was muddled and we wanted to gauge how we are doing with our regular full-time employees — in essence, the team that influences the culture that our temporary employees experience for brief periods. We learned that much of what we were asking, and why — to measure what matters to our employees, how they are feeling, and where we have room for improvement — was less relevant to an audience that mostly works for us less than two months of the year.

2024 Engagement Survey

In 2024, we focused our survey efforts on regular full-time employees only — and will continue to do so. Our employees also told us that the best time of year to conduct the survey is August-September — after the Fair that consumes their energy and attention in the months prior.

As CEO, I commissioned this survey with Activate Human Capital Group — to provide an internal point-in-time "temperature" reading on our team's engagement levels as we continued to responsibly regrow after the financial devastation of the COVID-19 pandemic. In addition to the Executive Leadership Team, the data was shared in depth and analyzed with the department heads and supervisors — a vital step, as their interactions with front-level employees has the biggest impact on the survey responses. The 2024 survey responses follow this report.

About Activate Human Capital Group

Founded and led by Melissa Ortiz, an experienced employee engagement consultant who formerly worked for the Gallup Organization, Activate Human Capital Group is a California-based consulting firm that focuses on employee retention and talent optimization.

Responses:

- February 2023: 47% (145 of 311 = RFT + Temp employees, including what turned out to be inactive temp employees)
- June 2023: 41% (511 of 1,225 = RFT + Temp employees)
- **August 2024**: 87% response rate (71 of 82 RFT employees)

  Free Form Question: Is there anything else you would like to share with the leadership team?

Executive Summary of 2024 Findings

The 24-question survey was broken into four parts that effectively asked employees questions pertaining to:

- Their job
- Their manager
- Their team
- Their growth as an employee
- Their customers
- Their company (the 22nd DAA)
- Additional items

Each category contained 2-5 questions. Employees were asked to provide their feelings on a scale of 1-5, with 5 representing the strongest agreement, and 1 representing the strongest disagreement.

When 4 and 5 scores are combined, here are the highest-ranking questions:

- *My talents are perfectly aligned with my job* (86%)
- *The well-being of my coworkers is important to me* (81%)
- *My coworkers and I work together to solve our customers' problems (*79%)
- *My manager makes me feel my job is important*: (78%)
- *I am an expert in my role*: (77%)

Only one question — *There is a well-defined career path for me at this organization* — received under 50% combined 4s and 5s.

The lowest scoring results, based on 1s and 2s, were the following questions:

- *There is a well-defined career path for me at this organization*: 26%
- *At my company, quality work is well recognized*: 21%
- *I have the resources I need to complete my work*: 19%
- *At work, we are encouraged to share new ideas*: 17%
- *Two others tied at 15%*

Subsequent Action Steps

The survey results helped start conversations with supervisors about capitalizing on areas of success and addressing areas of improvement. Department heads were offered the opportunity to have one-on-one discussions with Activate Human Capital Group about their department's results.

In addition to attempting to learn from areas with high marks, the Executive Team worked collaboratively to shore up the following areas that ranked lower in the survey:

1) "Recognition that is perfect for me."

Analysis: While employees overwhelmingly felt they cared for the well-being of their colleagues and that their manager made them feel their job was important, they did not feel they received recognition perfect for them from their manager or others. This prompted conversations with department heads about how to best recognize employees as individuals.

Action steps included:

- Providing monthly recognition opportunities and quarterly safety award announcements at Core Staff (RFT) meetings.
- Distribution of an Employee Recognition Worksheet for RFT employees to identify their individual preferences for recognition.
- Creating a Fairtime "awards show" for RFT employees.
- Asking department heads to name a RFT "Employee of the Week" at Sunday meetings during the Fair.
- Empowering department heads to provide recognition for their temporary employees during the Fair.
- Rotating the membership of the 22nd DAA's "Spirit Squad" employee engagement team.
- Engaging the Spirit Squad to run fun competitions and departmental contests, including the Employee Decorating Contest.

2) "Well-defined career path."

Analysis: The state's civil service system provides for stability and job protection but often means that "advancement" opportunities are slim compared to those in private-sector employment. Oftentimes to advance,

civil service employees move to different agencies. Turnover at the leadership ranks at the 22nd DAA tends to be low. For example, in the past two years, only two department head positions have been vacated – and both vacancies occurred in late 2025. Still, the survey results provided an opportunity to discuss potential advancement and professional development strategies.

Action steps included:

- Educating our team members on the civil service process and advancement opportunities.
- Creating opportunities for on-the-job training through Out-of-Class assignments and most recently, Promotions in Place.
- Commissioning Activate Human Capital Group to engage all employees to take a Clifton StrengthsFinder self-assessment. The results were shared in a workshop with the entire team.
- Conducting a technology assessment to gauge employees' capabilities with common workplace technologies.
- Using the technology assessment to develop a strategy for training employees.
- Providing annual Supervisor basics trainings
- Sending diverse groups of employees to various conferences and trainings (such as Maintenance Mania, International Association of Venue Managers, California Association of Public Information Officers, Western Fairs Association, International Association of Fairs & Expositions, AccountingWare, and others).

3) "Resources I need to complete my work."

Analysis: This question required further discussions about what people meant when they were thinking about "resources," as their answers could have pertained to technology, training, people, or even office supplies or trade tools — if not a combination. On this question, 63% of respondents also gave a 4 or a 5 rating. In response to this question, we have focused on pain points.

Action steps included:

- Creation of an Intranet website to centralize links to key resources and information.
- Implementation of Microsoft Teams, Microsoft Sharepoint, and accompanying standardized file-naming procedures meant to more easily share, store, and locate files and communicate with colleagues.
- Creation of Sharepoint work order systems for Facilities, Sign Shop, IT, and Fair setup needs.
- Development of an online employee directory.
- Implementation of OpenGov for contract development and management.

- Numerous open conversations with supervisors, department heads, and employees in Summer School and Business Development and Core Staff meetings about resources, needs, and "bureaucracy busting" at the 22nd DAA.
- Taking a more inclusive and collaborative approach to developing the operating and capital expenditures budgets.
- Creation of a weekly employee newsletter to disseminate information about initiatives, events, activities, deadlines, and more.
- Creation of an Employee On-Boarding Task Force to standardize on-boarding and orientation for new RFT employees.

4) "Encouraged to share new ideas"

Analysis: The percentage of 1s and 2s were surprising, especially when weighed against the fact that 65% of their colleagues rated this question as a 4 or a 5. The interpretation of this data was that while most employees felt empowered, some felt their voices were unwelcome. This led to a focus on strategies that encouraged inclusivity and engagement.

Action steps included:

- Engaging a consultant to train department heads and supervisors on the various communications styles to better understand their own styles and those of their colleagues.
- Making improvements to the annual staff-wide Fair debrief to seek more brainstorming input.
- Requesting feedback from department heads and supervisors on draft policies, procedures, publications, and initiatives.
- A round of free-flowing "Coffee and Conversations" meetings with the Executive Team at various office locations at the Fairgrounds.
- Posting a digital employee suggestion box, in addition to physical boxes for anonymous submissions.
- Email surveys soliciting ideas and feedback on initiatives.

Next Steps:

Another employee engagement survey is planned later this summer, after the 2026 San Diego County Fair. Activate Human Capital Group has already been engaged to conduct the next survey.

Del Mar Fairgrounds

EMPLOYEE COMMITMENT INDEX™

August 2024

Overall Engagement	3.88	-	-	22

	Full Item	%1s-%4s	%5s	Score	Past	Trend	Database %
My Job	The expectations of my job are clear to me.	3% 6% 21% 32%	38%	**3.97**	-	-	22
My Job	I have the resources I need to complete my work.	6% 13% 18% 24%	39%	**3.79**	-	-	34
My Job	My talents are perfectly aligned with my job.	0% 6% 8% 35%	51%	**4.31**	-	-	55
My Job	I am an expert in my role.	0% 3% 20% 35%	42%	**4.17**	-	-	57
My Job	I feel challenged in my current job.	3% 7% 20% 35%	35%	**3.93**	-	-	39
My Manager	At work, I receive recognition that is perfect for me.	10% 4% 32% 30%	24%	**3.54**	-	-	26
My Manager	Someone at work cares about my well-being.	4% 10% 15% 32%	38%	**3.90**	-	-	18
My Manager	At work, we are encouraged to share new ideas.	4% 13% 18% 31%	34%	**3.77**	-	-	18
My Manager	My manager makes me feel that my job is important.	4% 3% 15% 30%	48%	**4.14**	-	-	29
My Team	I am impressed with the work ethic of my coworkers.	3% 10% 25% 31%	31%	**3.77**	-	-	26
My Team	The well-being of my coworkers is important to me.	0% 0% 10% 23%	68%	**4.58**	-	-	25
My Team	My team is a place where I can share openly.	4% 11% 20% 31%	34%	**3.79**	-	-	17
My Team	At my company, quality work is well recognized.	4% 17% 23% 34%	23%	**3.54**	-	-	25
My Growth	I receive feedback on my performance at a frequency that is right for me.	4% 11% 24% 32%	28%	**3.69**	-	-	22
My Growth	I see a future for myself at this organization.	8% 6% 17% 28%	41%	**3.87**	-	-	33
My Growth	There is a well-defined career path for me at this organization.	15% 11% 25% 28%	20%	**3.25**	-	-	26

*Carlene Moore's Rollup Scorecard
Survey Responses: N=71

ACTIVATE HUMAN CAPITAL GROUP

ENGAGEMENT RESULTS CONT'D

	Full Item	%1s-%4s	%5s	Score	Past	Trend	Database %
My Customers	At work, we always do what is right for our customers.	1% 3% 17% 48%	31%	**4.04**	-	-	32
My Customers	My coworkers and I work together to solve our customers' problems.	1% 1% 18% 30%	49%	**4.24**	-	-	25
My Customers	The policies and procedures at my company make it easy to serve my customers.	1% 6% 21% 54%	18%	**3.82**	-	-	40
My Company	Overall, how satisfied are you with your company as a place to work?	3% 7% 24% 39%	27%	**3.80**	-	-	32
My Company	The leaders in this company always treat me with respect.	4% 7% 15% 27%	46%	**4.04**	-	-	25
My Company	There is cooperation between departments in my company.	3% 8% 24% 37%	28%	**3.79**	-	-	44
Additional Items	I really belong at this organization.	4% 8% 14% 30%	44%	**4.00**	-	-	48
Additional Items	I would recommend this company as a great place to work.	4% 8% 23% 31%	34%	**3.82**	-	-	30

*Carlene Moore's Rollup Scorecard
Survey Responses: N=71

ACTIVATE HUMAN CAPITAL GROUP

Del Mar Fairgrounds

ACTION PLAN RECOMMENDATIONS

August 2024

The items below were chosen for you by Activate Human Capital Group based on the comparison between your score and the ActivateHCG Database. These recommendations are only intended to act as a starting point - *not a mandatory area to focus on*.

Recommendation 1	%1s-%4s	%5s	Score	Past	Trend	Database %
At work, I receive recognition that is perfect for me.	10% 4% 32% 30%	24%	**3.54**	-	-	26

Workplace issues to consider:

- Managers have not talked with their team members to determine what type of personal, individualized recognition they would like.
- Team members may not know what type of recognition would be meaningful for them.
- There are no clear guidelines about when recognition has been earned and what milestones need to be achieved in order for an employee to be recognized.

Questions for the manager to ask his/her team:

- What is the best recognition you have ever received?
- How do you recognize each other for doing good work or for going above and beyond?
- Would you be willing to sit down and discuss how you would like to be recognized when you go above and beyond? (Consider using the recognition worksheet in the Contracting for Performance Guide)

Recommendation 2	%1s-%4s	%5s	Score	Past	Trend	Database %
There is a well-defined career path for me at this organization.	15% 11% 25% 28%	20%	**3.25**	-	-	26

Workplace issues to consider:

- Managers may not have discussed development paths with their team members.
- Employees may not understand the structure of the organization or the opportunities that exist for growth.
- Not all employees are well-suited to management – some may require alternative growth plans.

Questions for the manager to ask his/her team:

- What are your career goals? How can I support your career development?
- What type of work would you like to do more of?
- Are there any areas of our business that you'd like to learn more about?

SCORECARD REFERENCE

Use the legend below for details on how to read your employee engagement scorecard.

Identifies an upward or downward trend in your team's score from the previous survey

Text of the item that was responded to

Score from the previous survey if available

Current average score with a minimum of 4 resposnes

Full Item	%1s-%4s	%5s	Score	Past	Trend	Database %
The expectations of my job are clear to me.	%1's - 3% %2's - 6% %3's - 21% %4's - 32%	38%	**3.97**	-	-	22

Responses to this item are shown as percentages. Percentages of 1's, 2's, 3's, and 4's are shown in the first data column ordered from 1's on top to 4's on the bottom. Responses with a score of 5 are shown in larger text.

Represents where your score falls in comparison to other teams in Evolve's database (percent of scores your score is higher than)

*Carlene Moore's Rollup Scorecard
Survey Responses: N=71

ACTIVATE HUMAN CAPITAL GROUP

Item 5, Executive Report – CDFA Collaborative Exchange

In Brief:

- California Department of Food & Agriculture (CDFA) provides guidance to the Network of California Fairs
- CDFA hosts monthly, day-long in-person meetings of California fairground CEOs in Sacramento to cover a variety of topics relevant to the Network
- Meetings are typically held the first Wednesday of the month, December through May (due to the Fair season)
- Based on feedback from the CEO's, CDFA is considering an every other month schedule going forward

Topics covered at the March 4, 2026 Collaborative Exchange:

Presenter: **California Construction Authority (CCA) with California Building Standards Commission**

Highlights: The 2025 Edition of Title 24 was published July 1, 2025 and became effective January 1, 2026. These are the codes that the Office of the State Fire Marshal, Division of the State Architect, Department of General Services, California Construction Authority, local officials, and others will use when reviewing project plans and providing inspection services. In particular, representatives from the Building Standards Commission addressed new and updated regulations for EV Charging Stations, Bicycle Parking for new projects, and Embodied Carbon Reduction contained in CALGreen (Part 11 of Title 24, consisting of 13 code binders). They also reviewed the type of projects on fairgrounds that may be affected, including:

- New construction/emergency response centers
- Additions & Alterations [A]
- HVAC replacements
- Asphalt and repavement resurfacing
- Photovoltaic system installations
- Roof replacements
- Newly added parking
- Lighting and electrical upgrades

Presenter: **CDFA Human Resources Branch, Performance Management Unit (PMU)**

Highlights: Progressive Discipline Training for managers and supervisors to prevent problems, correct problems, and effectively and accurately document employee job performance. Areas of focus included options available to prevent poor performance or behavior problems, to identify and address the problem, and when necessary, to take action that has an effect on an employee's job status.

Note: Though the 22nd and 32nd District Agricultural Associations have delegated authority for their human resources, we glean insights from these presentations and opportunity to establish working relationships, share information, and collaborate . Some times we reach out to CDFA HR, sometimes they reach out to us.

Presenter: **CalHR Benefits Unit** and **State Controller's Officer**

Highlights: The State, including DAAs, are subject to Information Reporting Penalties based on the retroactive changes in the Affordable Care Act System (ACAS) that cause changes in the benefit status data reported on the Form 1095-C to the Internal Revenue Service (IRS) and the employee through the State Controller's Office correction process. Billing for penalties assessed for the years 2021 through 2025 is coming.

Two separate penalties will be assessed for each Form 1095-C record during the correction process:

- Each corrected Form 1095-C reported to the IRS
- Each corrected Form 1095-C statement furnished to the employee

To avoid penalties in the future, DAAs were encouraged to report timely and accurate information to the State Controller's Office (by December 31 each year).

Presenter: **CDFA Fairs & Expositions Branch**

Topics covered:

- Changes in State Rules that impact Junior Livestock Auctions
- Nuts & Bolts with CEO Orientation March 24-26 in Sacramento.
- Prop 4 grant guidelines are being prepared, consistent with the Administrative Procedures Act.
- Capitol Ag Day is April 21, 2026
- Lunch & Learns: First Tuesday every month, starting in April (via Teams)

Item 6-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 annual and special audits 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 that was issued for competitive bidding in January. Proposals are due March 6.
- 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 DAAs 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, as well as two special audits.

All audits during the last five years have resulted in unqualified — clean — opinions from third-party auditors and are posted on delmarfairgrounds.com. The previous audit firm previously provided the audits to the Committee and the Board and discussed the results at Board meetings.

The RFP for audit services (RFP 26-004 for Professional and Operational Audit Services) was issued on January 30, 2026 with proposals due March 6, 2026.

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 22nd DAA 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 further consideration by the Board. This process would 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 polices — and/or the development of new policies — to the other respective committees appointed by the Board Chair.

Next Steps:
The Committee will lead the selection process for RFP 26-004 (Professional and Operational Audit Services). The Board will consider and vote on the contract award at its meeting on April 14.

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

Item 6-C, Fair Operations Committee Report

In Brief:

- The 22nd District Agricultural Association's largest annual event, the San Diego County Fair, will be at the Del Mar Fairgrounds from June 10-July 5, 2026.
- The San Diego County Fair's premium entertainment lineups are nearly completely booked.
- Seven Grandstand concert series acts will be announced at the March Board meeting.
- Additional entertainment announcements will be made in April.
- The Grandstand concert series is expected to come in under budget on artists' expenses.
- The Committee is discussing and will discuss flash sales, future Fair themes and dates, and other Fair operations.

Background:

The annual San Diego County Fair is produced by the 22nd DAA and serves as a flagship event for the Del Mar Fairgrounds. In 2025, the Fair generated nearly $52 million in total revenue for the 22nd DAA.

In 2026, the Fair will be 20 days, June 10-July 5, closed Mondays and Tuesdays.

The Fair Operations Committee is charged by the 22nd DAA Board Chair with the following:

- Review the operations of the San Diego County Fair.
- Provide feedback to the staff regarding Fair programming.
- Make recommendations to the Board regarding decisions pertaining to the Fair.

Process/Approach:

The Committee met on February 23, 2026, and was briefed on and discussed entertainment for the 2026 Fair, including the Grandstand and Paddock concert series.

A second Grandstand concert series announcement of seven shows will take place at the March board meeting. (In total, 15 shows and 1 night of fireworks and a military band have been booked for the 2026 Fair).

The Paddock stage will feature a nightly headlining act, and 22nd DAA staff is working to book acts that are complimentary to those on the Grandstand stage when possible. Unlike the Grandstand shows, which require a separate ticket, the Paddock concert series is included in guests' price of admission to the Fair (and does not have reserved seating).

On the three nights when a Grandstand show is not scheduled during the Fair, the 22nd DAA is working to book national touring acts to play the Paddock concert series and draw attendance to the Fair.

The Committee also discussed the recent "Ride Lovers" flash sale over Valentine's Day weekend. The flash sale kicked off carnival credit sales for the 2026 Fair and coincided with the initial Grandstand concert series ticket on-sale dates. As of the meeting date, more than 2,600 concert tickets and over 2,500 Blast Pass digital ticket packs of 50 credits had been sold. This was the earliest on-sale date for the Fair in recent memory.

Next Steps:

In April:

- The committee will be bringing forth dates for the board to approve for the years 2027 and 2028, as well as the plans for Fair themes those years.
- The 22nd DAA will announce additional Grandstand concert series acts and the Paddock lineup.
- One confirmed act will be announced after the Stagecoach Music Festival in late April.

The committee is working with staff on a final offer that will bring the Grandstand concert series lineup to a total of 16 shows (and a night of fireworks).

Item 6-D-1, Finance Committee Report
[Action Item]

In Brief:

- The Finance Committee (the Committee) has established a work plan for the year that includes reviewing and recommending insurance renewals, a price elasticity study, and a new Fire Station lease with the City of Del Mar.
- The Committee discussed rental rates for 2027-2029, which are important for the 22nd District Agricultural Association (22nd DAA) Board of Directors to set as event promoters frequently book more than 12 months in advance.
- The 22nd DAA has been increasing the rates annually by 5%, after years of static pricing, to maintain the Del Mar Fairgrounds as an affordable, attractive, and competitive events rental venue while ensuring the 22nd DAA can responsibly manage rising costs and maintain its facilities.
- The Committee is also reviewing whether to recommend exercising the final option of the existing Food & Beverage Agreement or bid out services.
- Decisions on the Food & Beverage Agreement must be made before the summer due to a required notice period.

Background:

The Finance Committee of the 22nd DAA is charged by the Board Chair to:

- Review and monitor financial data and information pertaining to 22nd DAA.
- Review the CEO's proposed budget prior to presentation to the Board.
- Make recommendations to the Board regarding financial matters, including day-to-day land-use decisions, to improve 22nd DAA's financial health.
- Develop and amend recommended financial policies for Board consideration.
- Review and recommend insurance policies and programs for board consideration.

In addition to reviewing and monitoring monthly and annually recurring information such as insurance renewals, the Finance Committee (the Committee) plans to address matters unique to 2026, such as:

- Review the results of a price elasticity study for the San Diego County Fair by September 30, 2026.
- Assess the Food & Beverage Services Agreement and make a recommendation to the Board as to whether to exercise the final remaining five-year option by May 12, 2026.

- Review and discuss the City of Del Mar's Fire Station lease, the extension of which expires June 30, 2026.

The Committee's additional objectives/work plan for the year are to:

- Review the conversion of Del Mar Race Track Authority assets to the 22nd DAA.
- Discuss the renewal of insurance policies that are set to expire on May 1.
- Analyze historic live horse racing meet trends and true net revenue to the 22nd DAA.
- Continue exploring options for banking services for the 22nd DAA.
- Recommend an Investment Policy for the 22nd DAA.
- Review options for reducing credit card fees paid out by the 22nd DAA.

Process/Approach:

Facility Rental Rates

In 2023, the Board approved a 10% increase to facility rental rates to reestablish a baseline after several years of static pricing. Rates for 2024 - 2026 were subsequently set with a 5% increase, consistent with the 22nd DAA's Operator Rental Agreements and long-term financial planning.

As event promoters frequently book more than 12 months in advance — with many 2027 dates already requested — the 22nd DAA must now establish a multi-year rental rate schedule to provide predictability for promoters and stability for 22nd DAA budgeting.

In developing recommended rental rates for 2027–2029, the 22nd DAA evaluated:

- 22nd DAA Operating Costs
  Labor, utilities, maintenance, insurance, and inflationary pressures continue to rise. Multi-year rate planning allows the 22nd DAA to gradually align rental revenue with actual operating costs.

- Revenue Mix and Sensitivity
  The 22nd DAA's financial model relies heavily on ancillary revenue — particularly parking and food & beverage — rather than rental fees alone. Because of this structure, retaining events is more financially valuable than simply maximizing rental charges. If rental rates rise too sharply, the 22nd DAA risks losing events, which would result in a far greater loss of total revenue.

- Long-Term Affordability
  From 2023 to 2029, the cumulative increase in rental rates is approximately 40%. This is a significant adjustment, but it is intentionally spread over multiple years to avoid sudden price shocks that could deter promoters or reduce event volume.

The goal has been to maintain the Del Mar Fairgrounds as an affordable, attractive, and competitive events rental venue while ensuring the 22nd DAA can responsibly manage rising costs and maintain its facilities.

Fiscal Impact

Assuming event activity remains constant, the proposed annual increases beginning in 2027 will:

- Support gradual cost recovery
- Maintain competitive pricing
- Protect the 22nd DAA's more significant revenue streams (parking and food & beverage) by keeping the venue accessible to promoters
- Avoid sudden rate spikes that could jeopardize event retention

Adopting the following annual rental rates for 2027–2029 provides modest year-over-year increases averaging approximately 5%. This approach maintains affordability for promoters while supporting long-term cost recovery.

Proposed Facility Rental Rates (Per Event Day)

Facility	Current	2027	%	2028	%	2029	%
Pat O'Brien Hall	$5,340	**$5,600**	*4.87%*	**$5,880**	*5.00%*	**$6,170**	*4.93%*
Wyland Center	$5,340	**$5,600**	*4.87%*	**$5,880**	*5.00%*	**$6,170**	*4.93%*
Exhibit Hall	$4,970	**$5,230**	*5.23%*	**$5,500**	*5.16%*	**$5,770**	*4.91%*
Bing Crosby Hall	$4,490	**$4,720**	*5.12%*	**$4,950**	*4.87%*	**$5,200**	*5.05%*
Activity Center	$4,250	**$4,460**	*4.94%*	**$4,680**	*4.93%*	**$4,910**	*4.91%*
Bing Crosby Lot	$1,460	**$1,530**	*4.79%*	**$1,600**	*4.58%*	**$1,680**	*5.00%*
Exhibit Hall Lot	$1,210	**$1,270**	*4.96%*	**$1,333**	*4.96%*	**$1,400**	*5.03%*
½ Main Parking Lot	$5,340	**$5,600**	*4.87%*	**$5,880**	*5.00%*	**$6,170**	*4.93%*

Facility	Current	2027	%	2028	%	2029	%
½ West Parking Lot	$3,150	**$3,300**	*4.76%*	**$3,470**	*5.15%*	**$3,640**	*4.90%*
Del Mar Arena	$5,580	**$5,860**	*5.02%*	**$6,150**	*4.95%*	**$6,460**	*5.04%*
Warm-Up Arenas	$610	**$640**	*4.92%*	**$670**	*4.69%*	**$700**	*4.48%*
Dirt EOL Lot	$2,180	**$2,290**	*5.05%*	**$2,400**	*4.80%*	**$2,520**	*5.00%*
Banquet Rooms							
Mission Tower	$4,210	**$4,420**	*4.99%*	**$4,640**	*4.98%*	**$4,870**	*4.96%*
Paddock	$3,150	**$3,300**	*4.76%*	**$3,460**	*4.85%*	**$3,630**	*4.91%*
Turf Club	$2,910	**$3,050**	*4.81%*	**$3,200**	*4.92%*	**$3,360**	*5.00%*
Plaza de Mexico	$1,700	**$1,780**	*4.71%*	**$1,870**	*5.06%*	**$1,960**	*4.81%*
Equus	$1,700	**$1,780**	*4.71%*	**$1,870**	*5.06%*	**$1,960**	*4.81%*
Seabiscuit	$1,460	**$1,530**	*4.79%*	**$1,600**	*4.58%*	**$1,680**	*5.00%*
Directors Dining	$1,210	**$1,270**	*4.96%*	**$1,330**	*4.72%*	**$1,400**	*5.26%*

For the Board's discussion, the Committee’s Chair has submitted an additional memo that accompanies this report.

Food & Beverage Services Agreement

The 22nd DAA entered into the current Food & Beverage Services Agreement (Services Agreement) with Premier Food Services (now part of Legends Hospitality) on January 1, 2012, following a competitive bidding process. The agreement was for a four-year term, 2012-2015, with two, three-year options to renew (2016-2018 and 2019-2021).

In September 2018, the 22nd DAA exercised the second three-year option (through 2021). In November 2018, in consideration of the $2 million capital investment loan provided by Premier, the 22nd DAA extended the Services Agreement for an additional five years, through December 2026, with one (1) option to extend for another five years (January 1, 2027 through December 31, 2031).

Prior to July 4, 2026, the 22nd DAA Board will need to determine whether it plans to exercise the remaining option, as the Services Agreement requires the 22nd DAA

to provide a minimum 180-day notice. Because this notice deadline occurs during the run of the 2026 San Diego County Fair (June 10-July 5, 2026), the Board would need to make a decision — exercise the final option or begin a competitive bidding process for a new contract — at or before its scheduled May 12, 2026, meeting.

The Committee is currently assessing other food & beverage models and the opportunities specifically pertaining to events and activities hosted by the 22nd DAA or on the property.

Next Steps:

The Committee recommends approving the Facility Rental Rates for 2027-2029, as outlined in this report, with the understanding that staff will continue to research peak versus non-peak rates and premium hospitality rates to return with more information to the Committee as part of the budget process this Fall.

Staff will provide the Committee with a calendar depicting the seasonality of event business, including The Sound, Horse Racing, San Diego County Fair, and the other event activity that takes place at the Fairgrounds.

The Committee will continue to assess opportunities for the Food & Beverage Services Agreement to make a recommendation to the Board by the May Board meeting.

Thoughts by Mark Arabo – Chair of the Finance Committee

Financial Stewardship Review & Strategic Recommendations

Prepared for Finance Committee and Full Board Consideration • March 03, 2026

Committee Members and Colleagues, After reviewing the proposed 2027–2029 rental rate schedule, January 2026 financial statements, Food & Beverage contract analysis, and related materials, I am sharing the following observations and recommendations in advance of our discussion. My objective is to fulfill my responsibility as Chair to ensure we are maximizing revenue, protecting long-term competitiveness, and acting as careful stewards of this important public asset.

1. Rental Rate Strategy – Stable but Not Optimized

The proposed 5% annual increases provide stability and avoid rate shock for promoters, which is prudent. However, a flat escalation does not differentiate between low-demand weekdays and high-demand peak weekends. Recommendations: • Maintain the published base schedule for predictability. • Authorize demand-based premiums for peak dates and high-demand seasons. • Establish premium hospitality pricing for high-value spaces. • Evaluate total event yield (rent + parking + F&B; + sponsorship), not rent alone.

2. Food & Beverage – Significant Revenue Opportunity

Food & Beverage is one of the most meaningful revenue drivers for the District. Comparative models suggest there may be opportunity to improve our revenue share structure, particularly in beverage categories. Recommendations: • Conduct a focused 60-day contract and economics review. • Benchmark revenue share terms against peer venues. • Implement transparent per-cap reporting (sales, labor %, and distribution mechanics). • Align operator incentives directly with net revenue growth to the District.

3. Utilization & Year-Round Growth

Some facilities appear underutilized during portions of the calendar year. Underutilization represents lost opportunity. Recommendations: • Develop a year-round event recruitment strategy. • Track facility utilization monthly. • Evaluate venues using contribution margin per event. • Expand sponsorship and premium parking strategies during high-demand events.

4. Governance & Board-Level Metrics

Strong stewardship requires measurable outcomes. Recommended KPIs: • Total event yield per event day. • Facility utilization percentage. • F&B; per-cap spend and labor percentage. • Parking revenue per vehicle. • Net contribution margin by event category.

The Del Mar Fairgrounds is one of the most valuable public venues in California. With thoughtful pricing, disciplined contract oversight, and stronger performance metrics, we can increase revenue while maintaining accessibility and community trust. I respectfully request that this memorandum be included in the upcoming Board packet so the full Board may consider these recommendations as part of our financial discussion. Respectfully, Mark Arabo Chair, Finance Committee 22nd District Agricultural Association

Item 6-E-1 – Legal Committee Report, Discuss and vote to amend the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar

[Action 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.
- Del Mar has secured a Housing Acceleration Program grant (HAP grant) to fund studies beneficial to the ENRA and the 22nd DAA Board's master site planning process.
- The 22nd DAA and Del Mar entered into a Memorandum of Understanding (MOU) providing reimbursement to the 22nd DAA for conducting the studies.
- 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 conducting the studies, which are anticipated to be completed by the end of March and will be presented to the Board and the public.
- This technical information from these studies is intended to help the 22nd DAA Board make the final decision on 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 2025 to seek amendments to the ENRA and to authorize the CEO to work with Del Mar on those amendments, which would require Board and Del Mar City Council approval.
- 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. Counsel for the 22nd DAA drafted the amendments, which have been reviewed by the Committee and Del Mar. The 22nd DAA Board will consider these amendments at its March 10, 2026, meeting.

- This report is inclusive of the amendments to the ENRA and background pertaining to progress of work completed under the ENRA and HAP Grant.

<u>Process/Approach:</u>

ENRA Amendment Discussions

The Legal Committee and 22nd DAA counsel met with Del Mar officials on December 18, 2025, 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 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.

Following the discussion of the proposed amendments, which Del Mar agreed to consider further, the Committee and Del Mar requested their respective counsels work to develop draft language for the proposed amendments.

In January 2026, the Committee reviewed the proposed amendments prepared by Counsel for the 22nd DAA.

In February 2026, Del Mar reviewed and commented on the proposed amendments as prepared by Counsel for the 22nd DAA. Del Mar's comment was to add "due diligence" to clarify even further the spirit and intent of the document to explore site due diligence and feasibility studies related to Del Mar's request to site affordable housing on District property.

The language reflects the proposed amendments in the following ways:

> ***Adding language to specifically align the ENRA with the requirements of state housing laws***
>
> **Proposed change**: Recital Q was added to read that both parties agree "that this Agreement is consistent with those applicable California laws

related to the development of affordable housing and that the Agreement furthers the important public policy of providing additional affordable housing within the State of California and the San Diego region."

Requiring that all actions and milestones be presented to and approved by the 22nd DAA Board

Proposed changes: Throughout the document, changes are proposed to provide for more clarity and direct 22nd DAA Board and City Council oversight:

- Adding conditional language to that makes clear a lease agreement must be approved by the City Council and Board (1.1(c))
- Requiring further extensions, beyond an initial two granted to the CEO, to be approved by the 22nd DAA Board and adding clearer language around termination through lack of extensions (1.2(a) and (b))
- Clarifying that the 22nd DAA's Board will have the final say on any potential development sites, if the Board moves forward with affordable housing (1.1 (a), (c), 1.2 (a) and (b), (1.3(a))
- Changing the 22nd DAA's "designated representative" to the negotiated lease agreement to the 22nd DAA Board or its designee (1.4(b))
- Declaring the 22nd DAA Board as the approving authority for any "District actions" taken under the ENRA (1.5(a))

Removing the language regarding exclusivity

Proposed changes: The draft language renames the ENRA document as the "Agreement for Affordable Housing Site Due Diligence and Development Feasibility Analysis" to more accurately reflect the work being performed. All references to exclusivity are stricken throughout the Agreement.

Additional notable changes

Other redline changes are proposed to:

- Reflect the purpose and provide understanding of the HAP grant funds and studies (Recitals I-L)
- Clarify that the purpose of this Agreement is to conduct due diligence and feasibility analysis and **not** negotiation of real estate terms or contracts (Recitals P and S)
- Clarify that the 22nd DAA is not obligated under the Agreement to convey or lease any portion of the 22nd DAA's property to the City for an

affordable housing development, nor is the City obligated to acquire or lease any portion of the property (Recitals R-S)
- Establish clear limits regarding the 22nd DAA's authority to determine feasibility of affordable housing developments on its properties located within the City of San Diego (1.3(a))

Indemnification Review

Additionally, the Committee reviewed the indemnification language in the document originally approved by the Board and City with 22nd DAA counsel. The relevant indemnification language is in two sections – Section 2.7 (c) Physical Adequacy Determination and Right of Entry, and Section 3.08 Indemnification. The Committee endorses these existing and customary indemnification clauses.

A redlined version of the ENRA is included on the pages following this report.

<u>Background:</u>

History of the ENRA

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. Through this process, the 22nd DAA Board and the Del Mar City Council separately voted to adopt the ENRA in early 2024.

Through the ENRA, the 22nd DAA has only committed to performing due diligence on the possibility of siting affordable housing, determining the scope of potential development, making a preliminary determination on feasibility, identifying a potentially mutually agreeable site for the development of up to 61 units of affordable housing, and establishing timelines and expectations for decision-making.

To achieve these goals, the ENRA laid out the initial steps in a lengthy process:
- The 22nd DAA staff and consultants gather information and studies to present to the Board.
- The 22nd DAA Board decides 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.

The ENRA does **not**:

- Commit the 22nd DAA to providing a site for affordable housing;
- Prevent Del Mar from negotiating with other parties or entities to meet its affordable housing need;
- Predetermine a site or sites for affordable housing;
- Initiate lease negotiations without the Board's approval.

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.

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.

Since adoption of the ENRA, 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 voted at subsequent meetings to continue the ENRA discussions.

Legal Committee Review of the ENRA Amendment

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. This decision followed the October 14, 2025, meeting in which 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 any other amendments to the ENRA would ultimately require both Del Mar City Council and 22nd DAA Board approval.

History of the Housing Acceleration Program (HAP) Grant

To gather information intended for the Board to make an informed 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).

These studies will also produce 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 environmental consultants are conducting the studies. (Progress reports on the studies are included in the Process/Approach section of this report).

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

Progress Report of Work Completed to Date Under the ENRA and HAP Grant

The 22nd DAA's on-call environmental consultant Harris & Associates has been working on the myriad studies needed under the ENRA regarding the viability of affordable housing on 22nd DAA property. These studies 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 studies.

Six sites have been identified as possible locations for housing on the 22nd DAA's property. A map of these potential sites follows this report.

Potential Housing Sites

(as identified on the map that follows this report)

Site Number	Site Name	City	Acreage
Site 1	East Main Stable Gate Site	City of Del Mar	1.5
Site 2	South of Stable Gate Site	City of Del Mar	1.5
Site 3	Adjacent to Fire Station Site	City of Del Mar	1.0
Site 4	Surf and Turf RV Park Site	City of San Diego	1.5
Site 5	Dirt Lot Site	City of San Diego	1.5
Site 6	Intersection Site	City of Del Mar	0.8

Under the MOU and the HAP Grant requirements, the consultants' 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 studies are listed below in chronological order, based on estimated dates of submission by Harris & Associates to the 22nd DAA for review.

Transportation Analysis — drafts submitted to the 22nd DAA on Feb. 23, 2026

- Transportation Due Diligence Report
- Transportation Demand Management Plan

CEQA Constraints Analysis — drafts submitted; final review underway

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

Water and Sewer Analysis (now known as the Utility Impact Study) — estimated draft submission to the 22nd DAA by March 9, 2026

- Water and Sewer Report
- Financial Review

Sea Level Rise/Vulnerability Analysis — estimated draft submission to the 22nd DAA by March 6, 2026

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

Housing Sites Condition and Constraints Assessment — estimated draft submission to the 22nd DAA by March 6, 2026

- Housing Sites Assessment
- Financial Feasibility Assessment

Next Steps and Further Consideration:

The Board will consider and vote on the proposed amended Agreement at the March 10, 2026, Board meeting.

If the Agreement amendments are approved by the 22nd DAA Board, they will advance to the Del Mar City Council for approval.

Both parties must approve the same language to ratify the Agreement.

AGREEMENT FOR AFFORDABLE HOUSING SITE DUE DILIGENCE AND DEVELOPMENT FEASIBILITY ~~DETERMINATION~~ANALYSIS ~~EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT~~

(Fairgrounds)

This Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement ~~Feasibility Determination~~ ~~Exclusive Negotiating Rights Agreement~~ ("Agreement") is entered into as of April 15, 2024, by and between the 22nd District Agricultural Association, a California state institution ("District"), and the City of Del Mar, a California charter city ("City"), based on the information set forth below. District and City are sometimes referred to collectively in this Agreement as the "Parties".

RECITALS

A. Under Food & Agricultural Code Section 3951, the District is a California state institution formed for the purpose of "[h]olding fairs, expositions and exhibitions for the purpose of exhibiting all of the industries and industrial enterprises, resources and products of every kind or nature of the state with a view toward improving, exploiting, encouraging, and stimulating them," as well as "[c]onstructing, maintaining, and operating recreational and cultural facilities of general public interest."

B. The District "may do any and all things necessary to carry out the powers and the objects and purposes" for which the District was formed, and the District acts through its Board of Directors (the "Board"), which comprises nine individuals appointed by the California Governor to serve four-year terms.

C. Under Food & Agricultural Code Section 3965, the Board may, with the approval of the California Department of Food and Agriculture, manage the affairs of the District and make all necessary bylaws, rules and regulations for the government of the District.

D. Under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California 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 [B]oard. 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." The Parties intend to pursue extension of the maximum lease term pursuant to Section 2.5(b), below.

E. The District currently owns and operates approximately 324 acres of real property known as the San Diego County Fairgrounds, as depicted on the Site Map attached as Exhibit A to this Agreement ("Property").

F. The District is undergoing a master site planning process to plan immediate, near-term projects as well as conceptual, long-term projects focusing on enhancing and improving San Diego County Fairgrounds facilities in a manner that maintains its distinction as a world-class fair,

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horse racing, equestrian, and conference/special event site. During the master site planning process, the District will work to identify the portions of the Property which the District would be willing to make available for development of affordable housing as contemplated in this Agreement.

G. In its Sixth Cycle Housing Element Update, the City identified and included a portion of the Property in the Housing Element residential sites inventory as a property to be developed to accommodate housing units affordable to extremely low, very low, and low-income households.

H. As a condition of approval of the City's Housing Element, the State Department of Housing and Community Development required the City to provide documentation that the City has a binding agreement for the property to be developed to accommodate housing units affordable to lower income households. This Agreement is intended to evidence that the City will have site control over the portion of Property identified as the Development Site (as the term is defined in Section 2.2(a) below) as outlined in this Agreement.

I. In furtherance of the purposes of this Agreement, the District has retained or may retain consultant services to conduct site due diligence and determine the feasibility of locating affordable housing on the Property with a goal of identifying prospective affordable housing development sites.

J. The City has been awarded State of California Housing Acceleration Program (HAP) grant funds to explore and pay for site due diligence and feasibility studies related to the development of affordable housing on the Property.

K. The District and City have agreed that the HAP grant funds will be used to reimburse the District's consultants for all expenditures incurred by the District to advance these housing due diligence and feasibility studies as eligible work for reimbursement.

~~H.~~L. The District and City entered into a Memorandum of Understanding to define the protocols and procedures for the City to reimburse the District for the District's consultant services related to feasibility studies relating to potential affordable housing on the Property including, but not limited to, Vulnerability Assessment Analysis, California Environmental Quality Act (CEQA) Opportunities and Constraints Analysis, Housing Site Feasibility Analysis, Transportation Due Diligence Analysis, and Water/Sewer Capacity Due Diligence Analysis.

~~I.~~M. Under Government Code Section 52201(a)(1) a city, county, or city and county may acquire property in furtherance of the creation of an economic opportunity.

~~J.~~N. Under Government Code Section 52200.2 "economic opportunity" is defined to include the creation of affordable housing, if a demonstrated affordable housing need exists in the community, as defined in the approved housing element or regional housing needs assessment.

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~~K.~~O. The City intends to identify and subsequently lease the Development Site to further economic opportunity in the City of Del Mar through the creation of affordable housing to meet a demonstrated housing need that exists in the community and fulfills housing element goals and objectives.

P. The purpose of this Agreement is to enable the Parties to implement a process to complete site due diligence studies and determine the feasibility of an ~~identify a site for developing the~~ Affordable Development, as defined in Section 1.1(b) of this Agreement, within a specific site on the District's Property. During the ~~Negotiating Feasibility Study~~Site Due Diligence Period, the Parties will develop the scope for the Affordable Development.

~~L.~~Q. The District and the City agree that this Agreement is consistent with those applicable California laws related to the development of affordable housing and that the Agreement furthers the important public policy of providing additional affordable housing within the State of California and the San Diego region.

~~M.~~R. The City and the District desire to enter into this Agreement after arm's length voluntary ~~contract negotiations~~discussions in order to identify the Development Site, determine the scope of the components of the Affordable Development, make a preliminary determination on the feasibility of the proposed Affordable Development, and, if desired by both Parties, establish procedures and standards for the negotiation by the City and the District of a mutually acceptable lease agreement (a "Lease Agreement") for consideration by the City Council and the Board, pursuant to which, among other matters, if specified preconditions are satisfied: (1) the District would lease the Development Site to the City; and (2) the City would, or would cause a designee to, develop and operate the Affordable Development on the Development Site in accordance with California law and subject to the express approval of the District, which consent will not be unreasonably delayed, conditioned, or withheld.

~~N.~~S. The Parties acknowledge and agree that this Agreement in itself does not (i) obligate the District to ~~any party to acquire or~~ convey or lease any portion of the Property, (iii) obligate the City to acquire or lease any portion of the Property, (ii) grant the City the right to develop the Affordable Development, (~~ii~~iv) obligate the City to undertake any activities or pay any costs to develop the Affordable Development, except for the preliminary analysis and ~~feasibility~~site due diligence studies ~~negotiations~~ contemplated by this Agreement, or (~~i~~v) constitute the approval of a project as defined by the California Environmental Quality Act pursuant to California Public Resources Code Sections 21000 et seq. and California Code of Regulations Sections 15000 et seq. ("CEQA").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

Subject to Board Approval

ARTICLE 1.
~~EXCLUSIVE NEGOTIATIONS RIGHT~~SITE DUE DILIGENCE
AND FEASIBILITY ANALYSIS~~DETERMINATION~~

Section 1.1 ~~Good Faith Negotiations~~Site Due Diligence~~Feasibility Determination~~.

(a) During the ~~Negotiating~~ Site Due Diligence ~~Feasibility Study~~ Period (defined in Section 1.2 below), the District and the City agree to work cooperatively and in good faith to: (1) make a preliminary feasibility determination, (2) identify options for the Development Site pursuant to the terms set forth in Section 2.2 below; (3) define the scope of the Affordable Development; and (4) if the Affordable Development is determined to be feasible and desirable by both Parties, negotiate diligently and in good faith the terms of a Lease Agreement for the Development Site. During the ~~Negotiating Feasibility Study~~Site Due Diligence Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the ~~negotiation~~ preparation of a mutually satisfactory Lease Agreement.

(b) During the ~~Negotiating Feasibility Study~~Site Due Diligence Period, the Parties will address certain issues, including: (1) identifying the portions of the Property to be evaluated by the City as a potential Development Site pursuant to the terms set forth in Section 2.2 below; (2) defining the scope of the "Affordable Development", which is expected to include at least sixty-one (61) units of affordable housing together with common areas; (3) completing financial feasibility studies and analyzing potential methods of financing for the Affordable Development; (4) considering the terms of the Lease Agreement; (5) analyzing the physical conditions of the Development Site, including an analysis of the existing infrastructure and need for new infrastructure for the Affordable Development; (6) analyzing the level of environmental review needed to comply with CEQA, and to the extent necessary, the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"); and (7) defining conceptual planning activities, including preparation of an initial design of the various components of the Affordable Development and a preliminary analysis of land use entitlements needed.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and acknowledge that the Lease Agreement, if approved by the Board and City Council, will separate out the Parties' obligations with regards to the Affordable Development and establish the City's rights and obligations to develop and operate the Affordable Development.

Section 1.2 ~~Negotiating Feasibility Study~~Site Due Diligence Period.

(a) The ~~negotiating~~ Site Due Diligence ~~feasibility study~~ period (the "~~Negotiating Feasibility Study~~Due Diligence Period") under this Agreement shall commence as of April 15, 2024 (the "Effective Date") and continue for a period of twenty-four (24) months, unless extended in accordance with this Section 1.2. City may, before the end of the initial ~~Negotiating Feasibility Study~~Due Diligence Period, submit a written request to the District to extend the ~~Negotiating Feasibility Study~~Due Diligence Period for up to six (6) months (an "Extension"), which the District's Chief Executive Office ("'CEO") may, at the CEO's sole and absolute discretion, grant or deny. The CEO may grant up to two (2) Extensions. Any additional Extensions shall require formal written approval by the District Board.

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(b) If, by the expiration of the ~~Negotiating Feasibility Study~~Due Diligence Period (as the ~~Negotiating Feasibility Study~~Due Diligence Period may be extended by operation of the preceding paragraph), a Lease Agreement has not been approved by the Board and City Council, and executed by the District and the City, and is not on an agenda for approval by the District Board or by the City Council, then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement. If a Lease Agreement is executed by the District and the City, and approved by the District Board and City Council, this Agreement shall thereupon terminate, and all rights and obligations of the Parties shall be as set forth in the executed Lease Agreement.

Section 1.3 ~~Exclusive~~ Scope of ~~Feasibility Studies~~Due Diligence Activities~~Negotiations~~.

(a) During the ~~Negotiating Feasibility Study~~Due Diligence Period (as such ~~Negotiating Feasibility Study~~Due Diligence Period may be extended in accordance with Section 1.2), the District shall not negotiate with any entity other than the City for the development of an affordable housing project ~~or use of the prospective sites for an affordable housing project, other than the City (or an affiliate thereof), regarding development or use of the~~ on the prospective sites under evaluation ~~to be evaluated~~ for selection as the Development Site under Section 2.2 of this Agreement. For all other portions of the Property, including but not limited to those portions of the Property that are located within the City of San Diego, the District retains the sole authority to determine the feasibility of affordable housing developments and to coordinate with other entities for the development thereof. ~~This Section 1.3 shall not affect any other portion of the Property not identified under Section 2.2 of this Agreement as a prospective Development Site.~~ After the ~~District~~ Board and the City select the Development Site, for the remaining portion of the ~~Negotiating Feasibility Study~~ Due Diligence Period, the District shall ~~negotiate~~ coordinate only with the City regarding development or use of the Development Site for the Affordable Development ~~and shall not solicit or entertain bids or proposals to do so~~. This Section 1.3 shall not limit the District's ability to conduct its master site planning process.

(b) During the ~~Negotiating Feasibility Study~~ Due Diligence Period, the City and District shall ~~negotiate~~ determine in good faith the scope of the Affordable Development to be developed on the Development Site. The District will retain any portion of the Development Site not deemed necessary for the Affordable Development.

Section 1.4 Identification of City and District Representatives.

(a) City Designated Representative. The City's representative to negotiate the Lease Agreement with the District is the City Manager, or the City Manager's designee. The City shall notify the District in writing of any changes to the designated representative.

(b) District Designated Representative. The District's representative to negotiate the Lease Agreement with the City is the Board~~CEO~~, or the Board's ~~CEO's~~ designee.

Subject to Board Approval

The District shall notify the City in writing of any changes to the designated representative.

Section 1.5 Actions by the District and the City.

(a) District Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the District, the approval, consent, authorization, or waiver of the ~~CEO~~ Board shall constitute the approval, consent, authorization, or waiver of the District~~ without further action of the Board. By approving this Agreement, the Board has elected to delegate to the CEO the authority to approve, consent, authorize or waive and of the rights or obligations set forth in this Agreement. The City acknowledges that nothing in this Agreement shall prevent the Board from revoking or modifying any authority delegated to the CEO under this Agreement; any such revocation or modification shall not impact the validity of this Agreement.~~

(b) City Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization, or waiver of the City without further action of the City Council. The District acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement), or a Lease Agreement (if approved by the City Council) shall limit, waive, or otherwise impair the authority and discretion, as applicable, of: (1) the City's Planning Department, in connection with the review and approval of the proposed construction plans for the Affordable Development, or any use, or proposed use, of the Development Site; (2) the City's issuance of a building permit; or (3) any other office or department of the City acting in its capacity as a governmental entity, regulatory authority and/or police power.

ARTICLE 2.
~~NEGOTIATION~~ FEASIBILITY DETERMINATION TASKS

Section 2.1 Overview.

To facilitate ~~negotiation~~ development of the Lease Agreement, the Parties shall use reasonable, good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support ~~negotiation~~ preparation and execution of a mutually acceptable Lease Agreement before the expiration of the ~~Negotiating Feasibility Study~~ Due Diligence Period and in a manner consistent with the schedule attached hereto as Exhibit B and incorporated as part of this Agreement by this reference (the "Schedule").

Section 2.2 Development Site Selection Process.

(a) Within the time set forth in the Schedule, the District shall continue the master site planning process for the Property and shall provide the City with the prospective site(s) which the ~~District~~ Board agrees it would be willing to make available for the construction of the Affordable Development. Within the time set forth in the Schedule, the City will evaluate the prospective site(s) and the Parties will identify the precise location and parcels for the site to be developed (the "Development Site").

Subject to Board Approval

(b) The District shall provide the City an opportunity to conduct the predevelopment activities on the prospective site(s) consistent with the terms of this Agreement.

Section 2.3 Conceptual Preliminary Plan.

Within the time set forth in the Schedule, the City shall prepare a proposed conceptual development program (the "Preliminary Plan") for the selected Development Site that includes: (a) a refinement in the scope of the Affordable Development, including the proposed housing affordability ranges and the nature and duration of expected affordability controls; (b) a proposed development phasing schedule; and (c) a preliminary site plan or similar document. The preliminary site plan may show the general location of the proposed buildings, landscaping, and site improvements; the general massing of any proposed buildings; roadways, parking, and points of ingress and egress; and any other proposed improvements that may be included as part of the Affordable Development.

Section 2.4 Financing and Costs of Development.

Within the time set forth in the Schedule, the City shall provide the District with a feasibility financial analysis for the Affordable Development ("Feasibility Analysis"), including an initial development budget. The Feasibility Analysis shall be refined by the Parties during the ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, as appropriate, and will be used to evaluate the financial feasibility of the Affordable Development to assist in the negotiation of terms of the Lease Agreement regarding the rent amount to be paid by the City for the Development Site.

Section 2.5 Potential Lease Terms.

(a) Concurrent with City's ~~development of the~~site due diligence ~~Feasibility Analysis~~ for the Affordable Development, respectively, the District and the City shall seek to agree upon the amount the City will pay to acquire a leasehold interest in the Development Site, subject to the limitations set forth under California law, including Food & Agricultural Code Section 4051, subdivision (a)(12), and as contemplated under Section 2.5(b), below.

(b) The Parties hereby agree and acknowledge that under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California 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 [B]oard. 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." The Parties further agree that the Parties intend to pursue legislative authority to extend the lease term to a period greater than 55 years to ensure the financial feasibility of the Affordable Development. By the time set forth in the Schedule, the Parties shall have approved the terms to be presented to obtain the legislative authority to extend the term of the Lease.

Section 2.6 Title Adequacy Determination.

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Within the time set forth in the Schedule, the City shall cause Chicago Title Company to issue to the City and the District, a preliminary title report (the "Report") for the prospective site(s) for consideration as the Development Site, or the Property, if a Report solely for the prospective site(s) is not available. If the City objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the City may object to such exception, provided City makes such objection in writing to the District before 5 P.M. on the day which is twelve (12) months following the Effective Date. If the City objects to any exception to title, the District, within forty-five (45) calendar days of receipt of City 's objection, shall notify City in writing whether District elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the City, insuring against the objectionable exception; or (3) terminate this Agreement, unless the City elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, no Party shall thereafter have any obligations to or rights against the others ~~hereunder~~under this Agreement. If the City fails to provide any notification to the District regarding this matter before expiration of the time period set forth in this Section 2.6, the condition set forth in this Section shall be deemed satisfied.

Section 2.7 Physical Adequacy Determination and Right of Entry.

(a) The City shall have twelve (12) months after the selection of the prospective site(s) for consideration as the Development Site (the "Due Diligence Period") to determine whether a prospective Development Site is suitable for the Affordable Development, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning requirements imposed on projects of this type, and the other environmental and regulatory factors that the City deems relevant. City may submit a written request to the District to extend the Due Diligence Period by up to six (6) months, and the ~~CEO~~ Board may, in ~~the CEO's~~its sole and absolute discretion, grant or deny that request. If, in the City's judgment based on such investigations and analyses, any portion of the Development Site is not suitable for development, the City shall notify the District in writing before the expiration of the initial ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period of its determination (an "Unsuitability Notice"). Upon delivery of an Unsuitability Notice by the City, this Agreement shall be terminated without further action of any Party, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement. If the City does not deliver an Unsuitability Notice during the initial ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, then the Development Site shall be deemed physically suitable for development of the Affordable Development and any executed Lease Agreement shall not provide for an additional opportunity for the City to determine the physical suitability of the Development Site or for the City to terminate the Lease Agreement as a result of purported physical unsuitability. Any Lease Agreement shall provide that the Development Site is to be conveyed to the City in its "as-is" condition as of the date City is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) To assist the City in making its physical adequacy determination, within the time set forth in the Schedule, the District shall provide to the City the following deliverables, to the extent applicable and available: (1) as-built water and sewer plans for the prospective site(s) or the Property; (2) as-built plans for all improvements located on the prospective site(s) or the

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Property; (3) environmental site assessment reports, or any soils reports or documents detailing the environmental condition of the prospective site(s) or the Property; (4) any engineering or geological reports for the prospective site(s) or the Property; (5) the transportation demand management plan for the Property, if any; and (6) public reports, plans, or studies resulting from the District's master site planning process.

(c) During the ~~Negotiating Feasibility Study~~ Due Diligence Period, the District grants to the City, its agents and contractors, with proper advance written notice to the District's Designated Representative, the right to enter upon any portion of the prospective site(s) owned by the District, to perform the physical adequacy determination described above. The City shall indemnify, defend (with counsel reasonably acceptable to the District) and hold harmless the State of California, District, the California Fair Services Authority, and their respective agents, directors, and employees (collectively, the "State Indemnitees") 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 activities of City or its contractors, subcontractors, agents, employees, licensees, invitees or guests on or concerning the prospective site(s) during the term of this Agreement; by reason of death, injury, property damage or any claim arising from the alleged violation of any state or federal law, statute or regulation. Provided, however, that in no event shall the City be obligated to defend or indemnify the State with respect to the gross negligence or willful misconduct of the State Indemnitees (excluding the City, or any of its employees or agents.) This Section 2.7(c) shall survive termination of this Agreement. City understands and agrees that any such right to enter shall be limited to those portions of the prospective site(s) then owned or operated by the District.

Section 2.8 Schedule of Planning Approvals.

The City and District acknowledge that the Affordable Development will require discretionary approval of a Coastal Development Permit from the California Coastal Commission and entitlement actions from the City (the "Planning Approvals"). During the Due Diligence Period, the City will outline the type of Planning Approvals necessary for the Affordable Development. Within the time set forth in the Schedule, the City shall determine the necessary entitlements for the Affordable Development and shall prepare a proposed schedule for obtaining the necessary Planning Approvals.

Section 2.9 Environmental Review.

During the ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, the City and the District shall agree to a project description for the Affordable Development and the City shall prepare or cause to be prepared preliminary plans to facilitate the environmental review process required by CEQA and NEPA for each component of the Affordable Development, as applicable. The City acknowledges that the environmental review process under CEQA and NEPA for the proposed Development Site may involve preparation and consideration of input from interested organizations and individuals; that approval or disapproval of the Affordable Development following completion of the environmental review process is within the discretion of the City; and that the City makes no representation regarding the ability of the City to approve the Affordable

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Development at the conclusion of the environmental review process required by CEQA and NEPA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted. The District shall generally cooperate to complete any required environmental review. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to the environmental review documentation. The District will not be responsible for any direct and indirect costs associated with, or related to, the preparation of the required CEQA and NEPA documentation for the Affordable Development. The District will not be responsible for the payment of any City fees or costs associated with processing of the draft and final environmental review documents needed for the respective the Planning Approvals.

Section 2.10 Utilities.

During the ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, the City and District shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation or undergrounding in connection with the prospective Affordable Development.

Section 2.11 Subdivision.

During the ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period, the District and the City shall agree upon and cause the drafting of the metes and bounds description for the Development Site.

Section 2.12 Compliance with Relocation Requirements.

After the selection of the Development Site, the District shall provide the City with a list of the existing occupants of the Development Site to be attached to this Agreement as Exhibit C, (the "Existing Occupants") which will be incorporated as part of this Agreement by this reference. The District shall represent that other than as otherwise disclosed to the City in Exhibit C, there will not be any tenants or occupants on the Development Site. To the extent required by any federal or state relocation law (including, but not limited to, California Government Code 7260 et seq), the City, at its sole expense, shall comply with all applicable requirements of such laws, including, but not limited to, delivering any applicable notices to the Existing Occupants of the Development Site, and the preparation of any relocation plan regarding the relocation of any Existing Occupants.

Section 2.13 Reports.

The City shall provide the District with copies of all reports, studies, analyses, correspondence, and similar documents, but excluding confidential or proprietary information, prepared, or commissioned by the City with respect to this Agreement and the Affordable Development, promptly upon receipt of written request from the District. The District shall provide the City with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the District with respect to the Development Site promptly upon receipt of written request from the City. Nothing in this Section obligates the District to undertake any studies or analyses.

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ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate either the District or the City to enter into a Lease Agreement for the Affordable Development or any component thereof. Execution of this Agreement by the District is an agreement to conduct a period of site due diligence and feasibility determinations ~~exclusive negotiations~~ in accordance with the terms of this Agreement~~thereof~~, reserving for subsequent Board action the final discretion and approval regarding the execution of a Lease Agreement and all proceedings and decisions in connection with that Lease Agreement~~therewith~~. Any Lease Agreement resulting from the feasibility determinations made under ~~negotiations pursuant to~~ this Agreement shall become effective only if and after such Lease Agreement has been considered and approved by the Board, following conduct of all legally required procedures, and executed by duly authorized representatives of the District and the City.

Section 3.2 Notices.

Formal notices, demands and communications between the District and the City shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

District: 22nd Agricultural District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92104
Attn: Carlene Moore, Chief Executive Officer

With a copy to:

Office of the California Attorney General
California Department of Justice
600 West Broadway Street, Suite 1800
San Diego, CA 92101-3702
Attn: Joshua Caplan, Deputy Attorney General

City: City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92104
Attn: Ashley Jones, City Manager

Devaney, Pate, Morris & Cameron, LLP
402 W. Broadway, Suite 1300
San Diego, CA 92101
Attn: Christina Cameron~~Leslie E. Devaney~~, City Attorney

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With copies to:

Goldfarb & Lipman LLP
Attention: Rafael Yaquian
1300 Clay Street, 11th Floor
Oakland, CA 94612

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens.

It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Development Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Costs and Expenses.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions.

The District shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Lease Agreement resulting from this Agreement. The District represents that it has engaged no broker, agent, or finder in connection with this transaction, and the City shall defend and hold the District harmless from any claims by any broker, agent or finder retained by the City.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to ~~negotiate~~ act in good faith as provided in this Agreement shall constitute an event of default under this Agreement. Additionally, failure of the Parties to perform their respective obligations under this Agreement shall constitute an event of default under this Agreement. Upon an event of default, the non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) calendar days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by either party, the non-defaulting party's sole remedy shall be to terminate this Agreement. Following such termination neither party shall have any further right, remedy, or obligation under this Agreement.

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(c) Except as expressly provided in this Agreement, neither party shall have any liability to the other party for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.7 Attorneys' Fees.

Subject to the indemnification requirements set forth in Sections 2.7 and 3.8, in the event any action, suit, or proceeding is brought relating to the enforcement of, or the declaration on any right or obligation pursuant to the Agreement, or as a result on any alleged breach of any provision of this Agreement, each party shall bear its own costs and attorney fees, regardless of which is the prevailing party.

Section 3.8 Indemnification.

To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless the State Indemnitees (as defined in Section 2.7 above) 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, by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal law, statute or regulation, (including but not limited to, CEQA and NEPA). Provided, however, that in no event shall City be obligated to defend or indemnify the State Indemnitees with respect to the gross negligence or willful misconduct of the State, its employees, or agents (excluding the City, or any of its employees or agents.)

Section 3.9 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. San Diego County shall be the proper venue and have jurisdiction for the resolution of all actions arising from this Agreement.

Section 3.10 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement.

Section 3.11 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this

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Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.13 No Right to Assignment.

The City may not assign, subcontract, or transfer all or any part of this Agreement without the express written consent of the District, which consent may be granted or withheld in the District's sole and absolute discretion. Notwithstanding anything to the contrary contained in this Agreement, the restriction on transfer in this section shall not be used to limit the ability of the City to designate a developer to acquire the Property under the Lease Agreement if such City designee has demonstrated experience developing and operating affordable housing developments of a similar size and scope.

Section 3.14 No Third-Party Beneficiaries.

This Agreement is made and entered into solely for the benefit of the District and the City and no other person shall have any right of action under or by reason of this Agreement.

Section 3.15 City Not an Agent.

Nothing in this Agreement shall be deemed to appoint City as an agent for or representative of the District, and City is not authorized to act on behalf of the District with respect to any matters except those specifically set forth in this Agreement. The District shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of City, whether arising from actions under this Agreement or otherwise.

Section 3.16 Severability.

In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available.

Section 3.17 Time is of the Essence.

Time is of the essence for each of the Parties' obligations under this Agreement.

[***Signature Page Follows***]

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

DISTRICT:

BY: _____
Carlene Moore, Chief Executive Officer

CITY:

BY: _____
Ashley Jones, City Manager

APPROVED AS TO LEGAL FORM:

BY: _____

Rafael Yaquian, Goldfarb &
Lipman LLP

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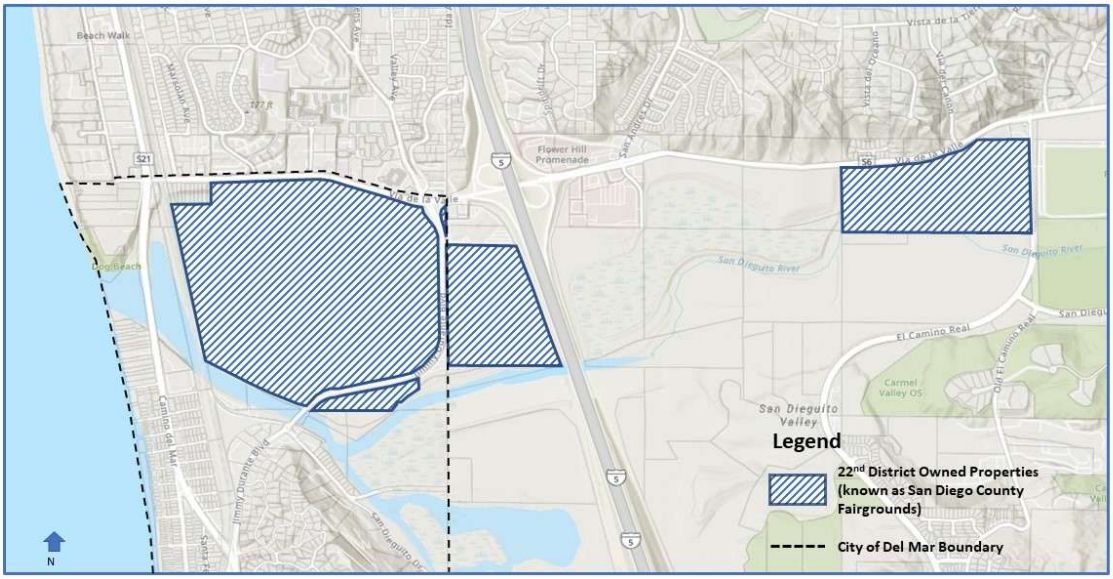
EXHIBIT A

FAIRGROUNDS SITE MAP



Subject to B

EXHIBIT B

SCHEDULE

Obligation/Duty	Date of Completion
Effective Date	April 15, 2024.
Commencement of ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period	April 15, 2024.
City to cause Chicago Title to provide City and District preliminary title report for Property.	No later than April 30, 2024.
District to commence master site planning process.	March 1, 2024 (commenced prior to execution of this Agreement).
District and City pursue legislative authority to extend lease for up to 99 years.	No later than ~~December 31, 2024~~February 20, 2026.
City and District consult with utility companies related to capacity/accessibility for prospective development sites.	No later than ~~December 31, 2024~~May 29, 2026.
District to provide City with prospective development sites.	No later than ~~December 31, 2024~~March 15, 2016.
City shall cause Chicago Title to provide City and District updated preliminary title report for prospective development sites.	No later than ~~January 15, 2025~~March 15, 2026.
City prepares a proposed a conceptual development program.	No later than ~~July 1, 2025~~September 15, 2026.
City to commence supplemental Feasibility Analysis	Within thirty (30) days of the District delivery of the prospective development sites.
City to conduct physical adequacy determination.	No later than twelve (12) months from selection of the prospective sites for consideration as the Development Site.
City and District mutually agree upon the final Development Site.	No later than fourteen (14) months from selection of the prospective sites for consideration as the Development Site.
City and District outline the Planning Approval timeline.	Within ninety (90) days of the selection of the Development Site.
City commences CEQA/NEPA review process.	Within ninety (90) days of the selection of the Development Site.
City and District cause metes and bounds description of the Development Site to be drafted.	Within ninety (90) days of the selection of the Development Site.
Completion of ~~Negotiating Period~~~~Feasibility Study~~ Due Diligence Period	April 15, ~~2026~~2027, unless extended pursuant to Section 1.2(a).

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EXHIBIT C

EXISTING OCCUPANTS

[To be provided after Selection of Development Site.]

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AGREEMENT FOR AFFORDABLE HOUSING SITE DUE DILIGENCE AND DEVELOPMENT FEASIBILITY ANALYSIS
(Fairgrounds)

This Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement ("Agreement") is entered into as of April 15, 2024, by and between the 22nd District Agricultural Association, a California state institution ("District"), and the City of Del Mar, a California charter city ("City"), based on the information set forth below. District and City are sometimes referred to collectively in this Agreement as the "Parties".

RECITALS

A. Under Food & Agricultural Code Section 3951, the District is a California state institution formed for the purpose of "[h]olding fairs, expositions and exhibitions for the purpose of exhibiting all of the industries and industrial enterprises, resources and products of every kind or nature of the state with a view toward improving, exploiting, encouraging, and stimulating them," as well as "[c]onstructing, maintaining, and operating recreational and cultural facilities of general public interest."

B. The District "may do any and all things necessary to carry out the powers and the objects and purposes" for which the District was formed, and the District acts through its Board of Directors (the "Board"), which comprises nine individuals appointed by the California Governor to serve four-year terms.

C. Under Food & Agricultural Code Section 3965, the Board may, with the approval of the California Department of Food and Agriculture, manage the affairs of the District and make all necessary bylaws, rules and regulations for the government of the District.

D. Under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California 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 [B]oard. 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." The Parties intend to pursue extension of the maximum lease term pursuant to Section 2.5(b), below.

E. The District currently owns and operates approximately 324 acres of real property known as the San Diego County Fairgrounds, as depicted on the Site Map attached as Exhibit A to this Agreement ("Property").

F. The District is undergoing a master site planning process to plan immediate, near-term projects as well as conceptual, long-term projects focusing on enhancing and improving San Diego County Fairgrounds facilities in a manner that maintains its distinction as a world-class fair, horse racing, equestrian, and conference/special event site. During the master site planning process, the District will work to identify the portions of the Property which the District would be

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willing to make available for development of affordable housing as contemplated in this Agreement.

G. In its Sixth Cycle Housing Element Update, the City identified and included a portion of the Property in the Housing Element residential sites inventory as a property to be developed to accommodate housing units affordable to extremely low, very low, and low-income households.

H. As a condition of approval of the City's Housing Element, the State Department of Housing and Community Development required the City to provide documentation that the City has a binding agreement for the property to be developed to accommodate housing units affordable to lower income households. This Agreement is intended to evidence that the City will have site control over the portion of Property identified as the Development Site (as the term is defined in Section 2.2(a) below) as outlined in this Agreement.

I. In furtherance of the purposes of this Agreement, the District has retained or may retain consultant services to conduct site due diligence and determine the feasibility of locating affordable housing on the Property with a goal of identifying prospective affordable housing development sites.

J. The City has been awarded State of California Housing Acceleration Program (HAP) grant funds to explore and pay for site due diligence and feasibility studies related to the development of affordable housing on the Property.

K. The District and City have agreed that the HAP grant funds will be used to reimburse the District's consultants for all expenditures incurred by the District to advance these housing due diligence and feasibility studies as eligible work for reimbursement.

L. The District and City entered into a Memorandum of Understanding to define the protocols and procedures for the City to reimburse the District for the District's consultant services related to feasibility studies relating to potential affordable housing on the Property including, but not limited to, Vulnerability Assessment Analysis, California Environmental Quality Act (CEQA) Opportunities and Constraints Analysis, Housing Site Feasibility Analysis, Transportation Due Diligence Analysis, and Water/Sewer Capacity Due Diligence Analysis.

M. Under Government Code Section 52201(a)(1) a city, county, or city and county may acquire property in furtherance of the creation of an economic opportunity.

N. Under Government Code Section 52200.2 "economic opportunity" is defined to include the creation of affordable housing, if a demonstrated affordable housing need exists in the community, as defined in the approved housing element or regional housing needs assessment.

O. The City intends to identify and subsequently lease the Development Site to further economic opportunity in the City of Del Mar through the creation of affordable housing to meet a demonstrated housing need that exists in the community and fulfills housing element goals and objectives.

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P. The purpose of this Agreement is to enable the Parties to implement a process to complete site due diligence studies and determine the feasibility of an Affordable Development, as defined in Section 1.1(b) of this Agreement, within a specific site on the District's Property. During the Site Due Diligence Period, the Parties will develop the scope for the Affordable Development.

Q. The District and the City agree that this Agreement is consistent with those applicable California laws related to the development of affordable housing and that the Agreement furthers the important public policy of providing additional affordable housing within the State of California and the San Diego region.

R. The City and the District desire to enter into this Agreement after arm's length voluntary discussions in order to identify the Development Site, determine the scope of the components of the Affordable Development, make a preliminary determination on the feasibility of the proposed Affordable Development, and, if desired by both Parties, establish procedures and standards for the negotiation by the City and the District of a mutually acceptable lease agreement (a "Lease Agreement") for consideration by the City Council and the Board, pursuant to which, among other matters, if specified preconditions are satisfied: (1) the District would lease the Development Site to the City; and (2) the City would, or would cause a designee to, develop and operate the Affordable Development on the Development Site in accordance with California law and subject to the express approval of the District, which consent will not be unreasonably delayed, conditioned, or withheld.

S. The Parties acknowledge and agree that this Agreement in itself does not (i) obligate the District to convey or lease any portion of the Property, (iii) obligate the City to acquire or lease any portion of the Property, (iii) grant the City the right to develop the Affordable Development, (iv) obligate the City to undertake any activities or pay any costs to develop the Affordable Development, except for the preliminary analysis and site due diligence studies contemplated by this Agreement, or (v) constitute the approval of a project as defined by the California Environmental Quality Act pursuant to California Public Resources Code Sections 21000 et seq. and California Code of Regulations Sections 15000 et seq. ("CEQA").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ARTICLE 1.
SITE DUE DILIGENCE AND FEASIBILITY ANALYSIS

Section 1.1 Site Due Diligence.

(a) During the Site Due Diligence Period (defined in Section 1.2 below), the District and the City agree to work cooperatively and in good faith to: (1) make a preliminary feasibility determination, (2) identify options for the Development Site pursuant to the terms set forth in Section 2.2 below; (3) define the scope of the Affordable Development; and (4) if the

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Affordable Development is determined to be feasible and desirable by both Parties, negotiate diligently and in good faith the terms of a Lease Agreement for the Development Site. During the Site Due Diligence Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the preparation of a mutually satisfactory Lease Agreement.

(b) During the Site Due Diligence Period, the Parties will address certain issues, including: (1) identifying the portions of the Property to be evaluated by the City as a potential Development Site pursuant to the terms set forth in Section 2.2 below; (2) defining the scope of the "Affordable Development", which is expected to include at least sixty-one (61) units of affordable housing together with common areas; (3) completing financial feasibility studies and analyzing potential methods of financing for the Affordable Development; (4) considering the terms of the Lease Agreement; (5) analyzing the physical conditions of the Development Site, including an analysis of the existing infrastructure and need for new infrastructure for the Affordable Development; (6) analyzing the level of environmental review needed to comply with CEQA, and to the extent necessary, the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"); and (7) defining conceptual planning activities, including preparation of an initial design of the various components of the Affordable Development and a preliminary analysis of land use entitlements needed.

(c) Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and acknowledge that the Lease Agreement, if approved by the Board and City Council, will separate out the Parties' obligations with regards to the Affordable Development and establish the City's rights and obligations to develop and operate the Affordable Development.

Section 1.2 Site Due Diligence Period.

(a) The Site Due Diligence period (the "Due Diligence Period") under this Agreement shall commence as of April 15, 2024 (the "Effective Date") and continue for a period of twenty-four (24) months, unless extended in accordance with this Section 1.2. City may, before the end of the initial Due Diligence Period, submit a written request to the District to extend the Due Diligence Period for up to six (6) months (an "Extension"), which the District's Chief Executive Office ("'CEO") may, at the CEO's sole and absolute discretion, grant or deny. The CEO may grant up to two (2) Extensions. Any additional Extensions shall require formal written approval by the District Board.

(b) If, by the expiration of the Due Diligence Period (as the Due Diligence Period may be extended by operation of the preceding paragraph), a Lease Agreement has not been approved by the Board and City Council, and executed by the District and the City, and is not on an agenda for approval by the District Board or by the City Council, then this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement. If a Lease Agreement is executed by the District and the City, and approved by the District Board and City Council, this Agreement shall thereupon terminate, and all rights and obligations of the Parties shall be as set forth in the executed Lease Agreement.

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Section 1.3 Scope of Due Diligence Activities.

(a) During the Due Diligence Period (as such Due Diligence Period may be extended in accordance with Section 1.2), the District shall not negotiate with any entity other than the City for the development of an affordable housing project on the prospective sites under evaluation for selection as the Development Site under Section 2.2 of this Agreement. For all other portions of the Property, including but not limited to those portions of the Property that are located within the City of San Diego, the District retains the sole authority to determine the feasibility of affordable housing developments and to coordinate with other entities for the development thereof. After the Board and the City select the Development Site, for the remaining portion of the Due Diligence Period, the District shall coordinate only with the City regarding development or use of the Development Site for the Affordable Development. This Section 1.3 shall not limit the District's ability to conduct its master site planning process.

(b) During the Due Diligence Period, the City and District shall determine in good faith the scope of the Affordable Development to be developed on the Development Site. The District will retain any portion of the Development Site not deemed necessary for the Affordable Development.

Section 1.4 Identification of City and District Representatives.

(a) City Designated Representative. The City's representative to negotiate the Lease Agreement with the District is the City Manager, or the City Manager's designee. The City shall notify the District in writing of any changes to the designated representative.

(b) District Designated Representative. The District's representative to negotiate the Lease Agreement with the City is the Board, or the Board's designee. The District shall notify the City in writing of any changes to the designated representative.

Section 1.5 Actions by the District and the City.

(a) District Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the District, the approval, consent, authorization, or waiver of the Board shall constitute the approval, consent, authorization, or waiver of the District

(b) City Actions. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization, or waiver of the City without further action of the City Council. The District acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement), or a Lease Agreement (if approved by the City Council) shall limit, waive, or otherwise impair the authority and discretion, as applicable, of: (1) the City's Planning Department, in connection with the review and approval of the proposed construction plans for the Affordable Development, or any use, or proposed use, of the Development Site; (2) the City's issuance of a building permit; or (3) any other office or department of the City acting in its capacity as a governmental entity, regulatory authority and/or police power.

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ARTICLE 2.
FEASIBILITY DETERMINATION TASKS

Section 2.1 Overview.

To facilitate development of the Lease Agreement, the Parties shall use reasonable, good faith efforts to accomplish the tasks set forth in this Article 2 in a timeframe that will support preparation and execution of a mutually acceptable Lease Agreement before the expiration of the Due Diligence Period and in a manner consistent with the schedule attached hereto as Exhibit B and incorporated as part of this Agreement by this reference (the "Schedule").

Section 2.2 Development Site Selection Process.

(a) Within the time set forth in the Schedule, the District shall continue the master site planning process for the Property and shall provide the City with the prospective site(s) which the Board agrees it would be willing to make available for the construction of the Affordable Development. Within the time set forth in the Schedule, the City will evaluate the prospective site(s) and the Parties will identify the precise location and parcels for the site to be developed (the "Development Site").

(b) The District shall provide the City an opportunity to conduct the predevelopment activities on the prospective site(s) consistent with the terms of this Agreement.

Section 2.3 Conceptual Preliminary Plan.

Within the time set forth in the Schedule, the City shall prepare a proposed conceptual development program (the "Preliminary Plan") for the selected Development Site that includes: (a) a refinement in the scope of the Affordable Development, including the proposed housing affordability ranges and the nature and duration of expected affordability controls; (b) a proposed development phasing schedule; and (c) a preliminary site plan or similar document. The preliminary site plan may show the general location of the proposed buildings, landscaping, and site improvements; the general massing of any proposed buildings; roadways, parking, and points of ingress and egress; and any other proposed improvements that may be included as part of the Affordable Development.

Section 2.4 Financing and Costs of Development.

Within the time set forth in the Schedule, the City shall provide the District with a feasibility financial analysis for the Affordable Development ("Feasibility Analysis"), including an initial development budget. The Feasibility Analysis shall be refined by the Parties during the Due Diligence Period, as appropriate, and will be used to evaluate the financial feasibility of the Affordable Development to assist in the negotiation of terms of the Lease Agreement regarding the rent amount to be paid by the City for the Development Site.

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Section 2.5 Potential Lease Terms.

(a) Concurrent with City's site due diligence for the Affordable Development, respectively, the District and the City shall seek to agree upon the amount the City will pay to acquire a leasehold interest in the Development Site, subject to the limitations set forth under California law, including Food & Agricultural Code Section 4051, subdivision (a)(12), and as contemplated under Section 2.5(b), below.

(b) The Parties hereby agree and acknowledge that under Food & Agricultural Code Section 4051, subdivision (a)(12), the District is authorized to, with the approval of the California 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 [B]oard. 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." The Parties further agree that the Parties intend to pursue legislative authority to extend the lease term to a period greater than 55 years to ensure the financial feasibility of the Affordable Development. By the time set forth in the Schedule, the Parties shall have approved the terms to be presented to obtain the legislative authority to extend the term of the Lease.

Section 2.6 Title Adequacy Determination.

Within the time set forth in the Schedule, the City shall cause Chicago Title Company to issue to the City and the District, a preliminary title report (the "Report") for the prospective site(s) for consideration as the Development Site, or the Property, if a Report solely for the prospective site(s) is not available. If the City objects to any exception appearing on the Report or should any title exception arise after the date of the Report, the City may object to such exception, provided City makes such objection in writing to the District before 5 P.M. on the day which is twelve (12) months following the Effective Date. If the City objects to any exception to title, the District, within forty-five (45) calendar days of receipt of City 's objection, shall notify City in writing whether District elects to: (1) cause the exception to be removed of record; (2) obtain a commitment from the title company for an appropriate endorsement to the policy of title insurance to be issued to the City, insuring against the objectionable exception; or (3) terminate this Agreement, unless the City elects to take title subject to such exception. If any Party elects to terminate this Agreement pursuant to this Section, no Party shall thereafter have any obligations to or rights against the others under this Agreement. If the City fails to provide any notification to the District regarding this matter before expiration of the time period set forth in this Section 2.6, the condition set forth in this Section shall be deemed satisfied.

Section 2.7 Physical Adequacy Determination and Right of Entry.

(a) The City shall have twelve (12) months after the selection of the prospective site(s) for consideration as the Development Site (the "Due Diligence Period") to determine whether a prospective Development Site is suitable for the Affordable Development, taking into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed development improvements, infrastructure, the planning

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requirements imposed on projects of this type, and the other environmental and regulatory factors that the City deems relevant. City may submit a written request to the District to extend the Due Diligence Period by up to six (6) months, and the Board may, in its sole and absolute discretion, grant or deny that request. If, in the City's judgment based on such investigations and analyses, any portion of the Development Site is not suitable for development, the City shall notify the District in writing before the expiration of the initial Due Diligence Period of its determination (an "Unsuitability Notice"). Upon delivery of an Unsuitability Notice by the City, this Agreement shall be terminated without further action of any Party, and thereafter no Party shall have any further duties, obligations, rights, or liabilities under this Agreement. If the City does not deliver an Unsuitability Notice during the initial Due Diligence Period, then the Development Site shall be deemed physically suitable for development of the Affordable Development and any executed Lease Agreement shall not provide for an additional opportunity for the City to determine the physical suitability of the Development Site or for the City to terminate the Lease Agreement as a result of purported physical unsuitability. Any Lease Agreement shall provide that the Development Site is to be conveyed to the City in its "as-is" condition as of the date City is deemed to have waived its rights to send an Unsuitability Notice under this Agreement.

(b) To assist the City in making its physical adequacy determination, within the time set forth in the Schedule, the District shall provide to the City the following deliverables, to the extent applicable and available: (1) as-built water and sewer plans for the prospective site(s) or the Property; (2) as-built plans for all improvements located on the prospective site(s) or the Property; (3) environmental site assessment reports, or any soils reports or documents detailing the environmental condition of the prospective site(s) or the Property; (4) any engineering or geological reports for the prospective site(s) or the Property; (5) the transportation demand management plan for the Property, if any; and (6) public reports, plans, or studies resulting from the District's master site planning process.

(c) During the Due Diligence Period, the District grants to the City, its agents and contractors, with proper advance written notice to the District's Designated Representative, the right to enter upon any portion of the prospective site(s) owned by the District, to perform the physical adequacy determination described above. The City shall indemnify, defend (with counsel reasonably acceptable to the District) and hold harmless the State of California, District, the California Fair Services Authority, and their respective agents, directors, and employees (collectively, the "State Indemnitees") 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 activities of City or its contractors, subcontractors, agents, employees, licensees, invitees or guests on or concerning the prospective site(s) during the term of this Agreement; by reason of death, injury, property damage or any claim arising from the alleged violation of any state or federal law, statute or regulation. Provided, however, that in no event shall the City be obligated to defend or indemnify the State with respect to the gross negligence or willful misconduct of the State Indemnitees (excluding the City, or any of its employees or agents.) This Section 2.7(c) shall survive termination of this Agreement. City understands and agrees that any such right to enter shall be limited to those portions of the prospective site(s) then owned or operated by the District.

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Section 2.8 Schedule of Planning Approvals.

The City and District acknowledge that the Affordable Development will require discretionary approval of a Coastal Development Permit from the California Coastal Commission and entitlement actions from the City (the "Planning Approvals"). During the Due Diligence Period, the City will outline the type of Planning Approvals necessary for the Affordable Development. Within the time set forth in the Schedule, the City shall determine the necessary entitlements for the Affordable Development and shall prepare a proposed schedule for obtaining the necessary Planning Approvals.

Section 2.9 Environmental Review.

During the Due Diligence Period, the City and the District shall agree to a project description for the Affordable Development and the City shall prepare or cause to be prepared preliminary plans to facilitate the environmental review process required by CEQA and NEPA for each component of the Affordable Development, as applicable. The City acknowledges that the environmental review process under CEQA and NEPA for the proposed Development Site may involve preparation and consideration of input from interested organizations and individuals; that approval or disapproval of the Affordable Development following completion of the environmental review process is within the discretion of the City; and that the City makes no representation regarding the ability of the City to approve the Affordable Development at the conclusion of the environmental review process required by CEQA and NEPA, or regarding the imposition of any mitigation measures as conditions of any approval that may be granted. The District shall generally cooperate to complete any required environmental review. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to the environmental review documentation. The District will not be responsible for any direct and indirect costs associated with, or related to, the preparation of the required CEQA and NEPA documentation for the Affordable Development. The District will not be responsible for the payment of any City fees or costs associated with processing of the draft and final environmental review documents needed for the respective the Planning Approvals.

Section 2.10 Utilities.

During the Due Diligence Period, the City and District shall consult with the utility companies to determine preliminarily if existing utility facilities require expansion, relocation or undergrounding in connection with the prospective Affordable Development.

Section 2.11 Subdivision.

During the Due Diligence Period, the District and the City shall agree upon and cause the drafting of the metes and bounds description for the Development Site.

Section 2.12 Compliance with Relocation Requirements.

After the selection of the Development Site, the District shall provide the City with a list of the existing occupants of the Development Site to be attached to this Agreement as Exhibit C, (the

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"Existing Occupants") which will be incorporated as part of this Agreement by this reference. The District shall represent that other than as otherwise disclosed to the City in Exhibit C, there will not be any tenants or occupants on the Development Site. To the extent required by any federal or state relocation law (including, but not limited to, California Government Code 7260 et seq), the City, at its sole expense, shall comply with all applicable requirements of such laws, including, but not limited to, delivering any applicable notices to the Existing Occupants of the Development Site, and the preparation of any relocation plan regarding the relocation of any Existing Occupants.

Section 2.13 Reports.

The City shall provide the District with copies of all reports, studies, analyses, correspondence, and similar documents, but excluding confidential or proprietary information, prepared, or commissioned by the City with respect to this Agreement and the Affordable Development, promptly upon receipt of written request from the District. The District shall provide the City with copies of all reports, studies, analyses, and similar documents prepared or commissioned by the District with respect to the Development Site promptly upon receipt of written request from the City. Nothing in this Section obligates the District to undertake any studies or analyses.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate either the District or the City to enter into a Lease Agreement for the Affordable Development or any component thereof. Execution of this Agreement by the District is an agreement to conduct a period of site due diligence and feasibility determinations in accordance with the terms of this Agreement, reserving for subsequent Board action the final discretion and approval regarding the execution of a Lease Agreement and all proceedings and decisions in connection with that Lease Agreement. Any Lease Agreement resulting from the feasibility determinations made under this Agreement shall become effective only if and after such Lease Agreement has been considered and approved by the Board, following conduct of all legally required procedures, and executed by duly authorized representatives of the District and the City.

Section 3.2 Notices.

Formal notices, demands and communications between the District and the City shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

District: 22nd Agricultural District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92104
Attn: Carlene Moore, Chief Executive Officer

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With a copy to:

Office of the California Attorney General
California Department of Justice
600 West Broadway Street, Suite 1800
San Diego, CA 92101-3702
Attn: Joshua Caplan, Deputy Attorney General

City: City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92104
Attn: Ashley Jones, City Manager

Devaney, Pate, Morris & Cameron, LLP
402 W. Broadway, Suite 1300
San Diego, CA 92101
Attn: Christina Cameron, City Attorney

With copies to:

Goldfarb & Lipman LLP
Attention: Rafael Yaquian
1300 Clay Street, 11th Floor
Oakland, CA 94612

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

Section 3.3 Waiver of Lis Pendens.

It is expressly understood and agreed by the Parties that no lis pendens shall be filed against any portion of the Development Site with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Costs and Expenses.

Each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each party's obligations under this Agreement.

Section 3.5 No Commissions.

The District shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Lease Agreement resulting from this Agreement. The District represents that it has engaged no broker, agent, or finder in connection with this transaction, and

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the City shall defend and hold the District harmless from any claims by any broker, agent or finder retained by the City.

Section 3.6 Defaults and Remedies.

(a) Default. Failure by either party to act in good faith as provided in this Agreement shall constitute an event of default under this Agreement. Additionally, failure of the Parties to perform their respective obligations under this Agreement shall constitute an event of default under this Agreement. Upon an event of default, the non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) calendar days after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedies set forth in subsection (b).

(b) Remedies. In the event of an uncured default by either party, the non-defaulting party's sole remedy shall be to terminate this Agreement. Following such termination neither party shall have any further right, remedy, or obligation under this Agreement.

(c) Except as expressly provided in this Agreement, neither party shall have any liability to the other party for damages or otherwise for any default, nor shall either party have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.7 Attorneys' Fees.

Subject to the indemnification requirements set forth in Sections 2.7 and 3.8, in the event any action, suit, or proceeding is brought relating to the enforcement of, or the declaration on any right or obligation pursuant to the Agreement, or as a result on any alleged breach of any provision of this Agreement, each party shall bear its own costs and attorney fees, regardless of which is the prevailing party.

Section 3.8 Indemnification.

To the fullest extent permitted by law, City shall defend, indemnify, and hold harmless the State Indemnitees (as defined in Section 2.7 above) 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, by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal law, statute or regulation, (including but not limited to, CEQA and NEPA). Provided, however, that in no event shall City be obligated to defend or indemnify the State Indemnitees with respect to the gross negligence or willful misconduct of the State, its employees, or agents (excluding the City, or any of its employees or agents.)

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Section 3.9 Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. San Diego County shall be the proper venue and have jurisdiction for the resolution of all actions arising from this Agreement.

Section 3.10 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the subject matters of this Agreement.

Section 3.11 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

Section 3.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

Section 3.13 No Right to Assignment.

The City may not assign, subcontract, or transfer all or any part of this Agreement without the express written consent of the District, which consent may be granted or withheld in the District's sole and absolute discretion. Notwithstanding anything to the contrary contained in this Agreement, the restriction on transfer in this section shall not be used to limit the ability of the City to designate a developer to acquire the Property under the Lease Agreement if such City designee has demonstrated experience developing and operating affordable housing developments of a similar size and scope.

Section 3.14 No Third-Party Beneficiaries.

This Agreement is made and entered into solely for the benefit of the District and the City and no other person shall have any right of action under or by reason of this Agreement.

Section 3.15 City Not an Agent.

Nothing in this Agreement shall be deemed to appoint City as an agent for or representative of the District, and City is not authorized to act on behalf of the District with respect to any matters except those specifically set forth in this Agreement. The District shall not have any liability or duty to

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any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of City, whether arising from actions under this Agreement or otherwise.

Section 3.16 Severability.

In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties shall take further actions as may be reasonably necessary and available.

Section 3.17 Time is of the Essence.

Time is of the essence for each of the Parties' obligations under this Agreement.

[***Signature Page Follows***]

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IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the date first above written.

DISTRICT:

BY: _____
Carlene Moore, Chief Executive Officer

CITY:

BY: _____
Ashley Jones, City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
Rafael Yaquian, Goldfarb & Lipman LLP

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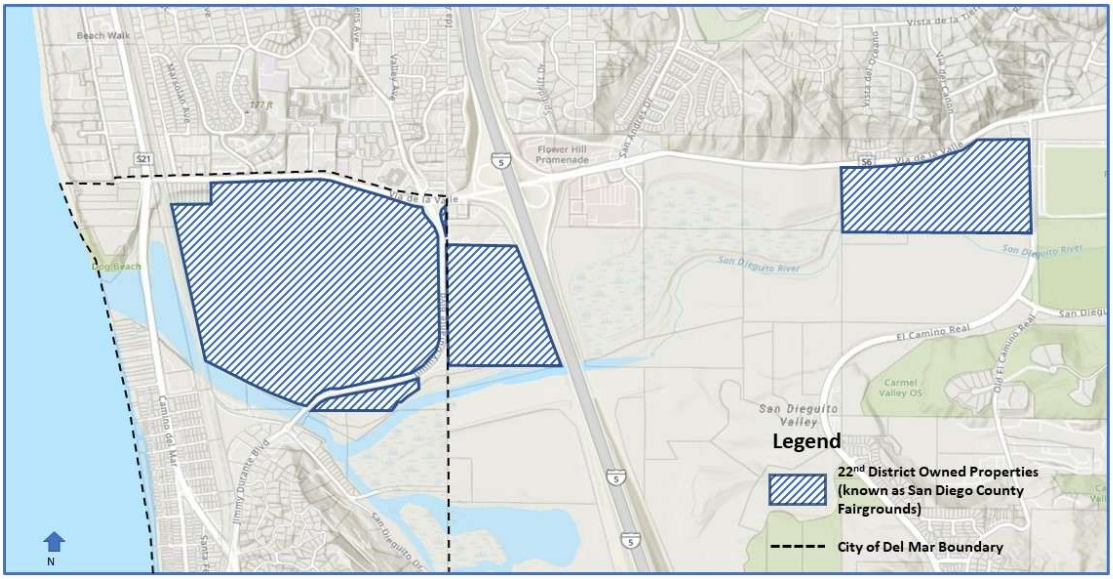
EXHIBIT A

FAIRGROUNDS SITE MAP



Subject to B

EXHIBIT B

SCHEDULE

Obligation/Duty	Date of Completion
Effective Date	April 15, 2024.
Commencement of Due Diligence Period	April 15, 2024.
City to cause Chicago Title to provide City and District preliminary title report for Property.	No later than April 30, 2024.
District to commence master site planning process.	March 1, 2024 (commenced prior to execution of this Agreement).
District and City pursue legislative authority to extend lease for up to 99 years.	No later than February 20, 2026.
City and District consult with utility companies related to capacity/accessibility for prospective development sites.	No later than May 29, 2026.
District to provide City with prospective development sites.	No later than March 15, 2016.
City shall cause Chicago Title to provide City and District updated preliminary title report for prospective development sites.	No later than March 15, 2026.
City prepares a proposed a conceptual development program.	No later than September 15, 2026.
City to commence supplemental Feasibility Analysis	Within thirty (30) days of the District delivery of the prospective development sites.
City to conduct physical adequacy determination.	No later than twelve (12) months from selection of the prospective sites for consideration as the Development Site.
City and District mutually agree upon the final Development Site.	No later than fourteen (14) months from selection of the prospective sites for consideration as the Development Site.
City and District outline the Planning Approval timeline.	Within ninety (90) days of the selection of the Development Site.
City commences CEQA/NEPA review process.	Within ninety (90) days of the selection of the Development Site.
City and District cause metes and bounds description of the Development Site to be drafted.	Within ninety (90) days of the selection of the Development Site.
Completion of Due Diligence Period	April 15, 2027, unless extended pursuant to Section 1.2(a).

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EXHIBIT C

EXISTING OCCUPANTS

[To be provided after Selection of Development Site.]

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Source: SanDAG, 2025; Maxar Imagery, 2023.

Harris & Associates

N

0 225 450

Feet

Figure 2

Potential Housing Sites

Item 6-F
People & Culture Committee Report
[Information Item]

In Brief:

- Consideration of a Board work planning session began in October 2025 for the purpose of setting the Board's intentions, goals, and plans for 2026.
- The Executive Committee and CEO developed a preliminary list of topics to cover and discuss in a work planning session with the Board.
- Following the January Board meeting, the Board Chair tasked the People & Culture Committee with working with the CEO to engage a consultant to provide Board governance education and organizational culture development.
- In February 2026, Charney|Keyse was selected as the Board governance education workshop facilitator. The scope of work follows this report.
- In March 2026, a selection for the organizational culture development facilitator is expected.
- The Board set aside April 23 and 27 for workshops.
- The goals are to:
    - Have a positive, high-performing culture that is rooted in trust, candor, respect, and enables constructive debate.
    - Clarify the Board's role in shaping the culture of the 22nd District Agricultural Association (22nd DAA).
    - Enhance the effectiveness of the Board and its capacity to function collaboratively and efficiently for effective decision making and strategic oversight.
    - Support how the Board functions as a collective in service to the organization's goals.

Background:

The People & Culture Committee (the Committee) of the 22nd DAA is charged by the Board Chair to:

- Build on 22nd DAA's purpose, mission, vision, and values, work with the Board and the CEO to recommend performance goals for the organization and the CEO.
- Discuss and review the CEO Performance Review process.
- Develop and recommend CEO Performance Review policies for Board consideration.
- Evaluate the effectiveness of the relationship with the CEO.

- Develop recommended orientation programs for newly appointed Board Members.
- Identify and recommend on-going development programs and opportunities for Board Members.
- Make recommendations to the Board regarding matters pertaining to District's hiring processes and workplace culture.

Process/Approach:

Workshop Approach

Following the October leadership transition and the addition of three new Board members during the past two-plus years, the Committee recognizes that the Board has had several issues converging simultaneously:

- The Board Chair's desire to work collaboratively to identify Board priorities, direction, and goals for the year ahead, including ongoing policy development and master site planning goals;
- The CEO's annual performance evaluation and goal-setting processes; and
- The Board's strength of relationship and collaboration with CEO, Board colleagues, and other members of the Executive Team.

The Committee sought to facilitate workshops intended to touch on these issues and more. Ultimately, the goal is for the Board to collectively better understand governance and Board dynamics that contribute to organizational culture.

Recognizing the unique nature of both Board governance and organizational culture, the Committee set out to identify two facilitators who will work collaboratively to build the bridge between Board governance education and organizational culture development. Scopes of work were developed, proposals have been solicited from potential facilitators, and dates were identified. One facilitator has been engaged.

Governance Education Workshop – April 23

The 22nd DAA has identified Charney|Keyse as the facilitator to work with the Board, its People & Culture Committee, and CEO to facilitate:

- The first part of a two-part workshop series, in collaboration with the Organizational culture facilitator, to establish a framework for enhancing board dynamics that creates understanding and consensus around expectations, boosts the effectiveness of the Board and its capacity to function collaboratively and efficiently, leads to better understanding of roles and responsibilities, and promotes accountability and transparency to foster trust for strategic oversight; and

- An increase in collaboration and strengthening of the Board's relationship with colleagues, the CEO, and other members of the Executive Team.

Charney|Keyse service proposal with scope of work follows this report.

Culture Development Workshop – April 27

The 22nd DAA is currently seeking a consultant to work with the Board and CEO to facilitate:

- The second part of a two-part workshop series, in collaboration with the Board governance education facilitator, to build upon and provide a framework for enhancing board dynamics that refines and deepens understanding, leading to increased collaboration and strengthening of the Board's relationship with colleagues, the CEO, and other members of the Executive Team; and
- A spirit of cooperation by establishing rules of engagement to guide ongoing communication.

The Committee's intention is for the culture facilitator to be an observer during the governance session on April 23 and then be the facilitator for the culture session on April 27 to better connect governance with culture for building upon shared values, beliefs, and norms that can impact the decision-making process.

Next Steps:
The Committee will interview potential organizational culture development facilitators on March 11.

In advance of the Workshops, the Committee will work with the selected facilitators in development and review of the materials and program.

February 13, 2026

Ms. Carlene Moore, CEO (cmoore@sdfair.com)
22nd District Agricultural Association (22nd DAA)

SERVICE PROPOSAL / SCOPE OF WORK

Dear Carlene:

Thank you for your February 12th email message confirming the 22nd DAA's desire to engage Charney|Keyse for board governance education services. Per your request, I am providing this revised service proposal/scope of work.

As you know, Charney|Keyse has worked with many fair organizations, including those (like the 22nd DAA) with governor-appointed directors and significant budgets/facilities, and we welcome the opportunity to present/facilitate governance training and board development exploration with the 22nd DAA's Board of Directors (Board). A complete list of our clients, as well as short bios, can be found at www.charneykeyse.com.

Per our conversation, following is a proposed revised protocol culminating in a full-day, in person workshop in April 2026 (date TBD), at the Del Mar Fairgrounds or an alternative site in the San Diego County area. The objectives of the protocol will be to examine and strengthen governance elements (including those on which the Board is required to annually self-assess its performance per Policy 3.07):

- The Board as a whole 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, and Board members' strength of relationship/collaboration with Board colleagues, and
- Board Members' individual and collective understanding and support of the organization's mission, values, ethics, as well as Board-specific responsibilities.

1. SERVICE PROTOCOL

STEP 1. Client Interview – To identify current Board and CEO relationship dynamics and needs, interviews will take place with the Board Chair, Board Vice Chair and CEO (complete by 8 weeks prior to workshop date).

STEP 2. Board Assessment of Structural Effectiveness (B.A.S.E.™) Survey – In collaboration with the Board's People and Culture Committee, an on-line survey will be developed (complete by seven weeks prior to workshop date), administered to (launch survey by six weeks prior to workshop date), and completed by Board members and the CEO (close survey by four weeks prior to workshop date) to determine and identify structural strengths, weaknesses and needs.

STEP 3. The Governance Analysis™ – Charney|Keyse' (Consultant) comprehensive review of survey results, Bylaws, all existing Board policies, recent Board meeting agendas, minutes, strategic plans/goals statements, new Board Member orientation materials, Board committee charters, etc. Please provide copies of any such documents not available on the 22nd DAA's website (by 3 business days following execution of the Agreement defined in the "Professional Service Fees" section below). We will review survey results with the CEO and members of the People and Culture Committee (by one week after survey closes) to identify topics to emphasize at the April workshop, and also prepare "policy discussion templates" to address examples of items of concern not covered by the 22nd DAA's current bylaws or Board policies (no later than three business days prior to the workshop date).

STEP 4. Mastering the Board Game™ Workshop and Facilitated Dialogue– This is Charney|Keyse' highly acclaimed workshop, introducing state-of-the art governance concepts/principles for effective board leadership, accountable delegation, strong partnership with the CEO, etc., many of which already are incorporated into the Board's policies. The workshop will start with a review of the B.A.S.E.™ Survey participants' understanding of these concepts/principles (with emphasis on Board governance and Board oversight topics), and how they integrate to address specific concerns raised by survey respondents, forming a cohesive "operating system" for the carrying out of the Board's fiduciary and governance tasks (currently available workshop dates are April 23-24, and 27-30).

Throughout the workshop, Consultant will facilitate dialogue aimed at creating mutual understanding and consensus among Board Members around expectations related to Board Member Code of Conduct and Individual Responsibilities, Board Member Conflict Resolution, Board Self-Assessment, Board General Responsibilities, Board Chair Role, and related Board Governance and Oversight topics critical to effective Board leadership, and exploring any proposed policies recommended to address gaps in existing Board Governance and Board Oversight policies.

Specifically, key takeaways from the workshop session include helping Board members learn how to answer the following questions affirmatively:

- Has the Board established specific results criteria defining successful performance of the 22nd DAA organization?
- Is there clarity and a shared understanding between the Board and the CEO as to where the Board's authority leaves off and the CEO's picks up?
- Do Board members have a clearly articulated understanding as to their fiduciary responsibilities, and their individual and collective role and authority?
- Does the Board have a system to assess community needs and values (e.g., flourishing, connecting, and interacting through year-round exceptional experiences) to the point where it, with confidence, can establish priorities as to the 22nd DAA's intended future results?

With a road-map for getting to "yes" on these (and other) questions, and a better understanding of how existing and recommended policies form a "playbook" for the Board to provide vision and strategic guidance to the 22nd DAA, Board members will have tools to "institutionalize a culture of inquiry, mutual respect, and constructive debate that leads to sound and shared decision making" (Pol. 3.08).

2. PROFESSIONAL SERVICE FEES

Tom Keyse would serve as Lead Consultant for this engagement.

Tom's current open-rate fees for nonprofit clients are: $6,700 per workshop day, and $420/hour ($3,360/day) for remote services. The day fee typically includes up to 6 hours of customized preparation. Given the request and time required for significant governance document review and likely preparation of additional suggested policies, up to 14 hours of preparation are anticipated.

Based on open rates of $6,700/day + $3,360 (8 x $420/hour), the total fee for a single workshop would be $10,060 We propose a package fee of $9,500. The fee would be payable as follows:

1. $4,750.00 – non-refundable retainer fee due upon execution of a Services Agreement (22nd DAA form) incorporating this Service Proposal/Scope of Work (Agreement), confirming Tom Keyse' date availability in April, 2026 (to be established by separate communication).
2. $4,750.00– invoiced and due upon completion of the on-site engagement.

3. REIMBURSEMENT OF EXPENSES

In addition to the fees as described above, the 22nd DAA would be invoiced for reimbursement, at net, for reasonable and direct out-of-pocket expenses incurred on its behalf (e.g., round-trip coach airfare from Denver, ground transportation, hotel, meals during travel, etc.).

4. MEETING LOGISTICS

The 22nd DAA will copy materials which Charney|Keyse will provide at least three business days prior to the on-site workshop. The 22nd DAA will provide support and audio/visual materials as follows:

- Data/LCD projector and screen (or large video monitor).
- Large Post-It Note flip chart pad with flip chart markers.

If this Service Proposal/Scope of Work meets with your approval, please sign below, and return this signed document by February 17, 2026. The initial retainer payment will be due upon mutual execution of the Agreement.

Bill Charney and I welcome the opportunity for Charney|Keyse to be a resource to you and the 22nd DAA Board of Directors, and look forward to our work together.

Sincerely,

Tom Keyse

Tom Keyse, Partner
tom@charneykeyse.com

c: Bill Charney

Service Proposal/Scope of Work agreed to this 18 day of February, 2026:

Carlene F. Moore
For 22nd DAA

Carlene F. Moore, CEO
Please print name and title

Item 6-G
Regulatory & Government Affairs Committee Report

In Brief:

- The 22nd District Agricultural Association (22nd DAA) is a regional asset and a state institution that owns and operates an events venue that sits in the cities of Del Mar and San Diego and within the California Coastal Commission's jurisdiction.
- The Regulatory & Government Affairs Committee met in February to discuss its purpose and plans for the year.
- The Committee discussed current governmental issues, a potential schedule of meetings for the year, and plans for reestablishing a cadence of meetings with neighboring cities and other local governmental entities.

Background:

The 22nd District Agricultural Association (22nd DAA) is a state institution that owns and operates an events venue that sits in the cities of Del Mar and San Diego and within the California Coastal Commission's jurisdiction. The 22nd DAA also maintains connections to elected officials and governmental entities, including, but not limited to:

- The Office of the Governor
- The California Department of Food & Agriculture (CDFA)
- California Coastal Commission
- County of San Diego
- San Diego Association of Governments (SANDAG)
- San Dieguito Riverpark Joint Powers Authority

The Regulatory & Government Affairs Committee (the Committee) of the 22nd DAA is charged by the Board Chair to:

- Serve as a sounding board for joint planning considerations with outside entities, such as city governments, regional planning bodies, state authorities, and others.
- Participate in discussions regarding the LOSSAN Rail Realignment project and the potential for affordable housing on-site, as needed.
- Meet with key regulatory and governmental officials in relevant jurisdictions, as needed.
- Provide reports and recommendations to the Board regarding governmental affairs efforts.

- Build awareness for the District's role in the community and among public officials.

Process/Approach:
The Committee met on February 18, 2026, to review its committee charges and establish a plan for the year.

The Committee discussed previous government affairs outreach efforts, ongoing legislative issues, and the current touchpoints with local governments. These efforts include the Community Street Banner program; Fair outreach; master site planning discussions and briefings, Summer Socials; the CEO's monthly meetings with the city managers of Solana Beach and Del Mar; the CEO's monthly newsletter to elected officials, their staff, and community partners and othters; and staff-to-staff meetings on issues such as the Fire Station lease, Via de la Valle street widening, traffic management, and the LOSSAN Rail Realignment project.

The Committee expressed a desire to resume standing meetings — twice a year — with elected officials from Solana Beach and Del Mar, as well as an annual meeting with a larger group of officials with key governmental entities.

To facilitate strategy discussions for continued relationship-building and intergovernmental issue management, the Committee requested that staff assemble a list of all the 22nd DAA's current touchpoints with local government officials.

Next Steps:
The Committee established a quarterly cadence of scheduled meetings, with other potential meetings as needed.

Staff will schedule a meeting that includes Solana Beach and Del Mar elected officials and assemble a list of touchpoints with local government officials for the Committee's review, discussion, and feedback.

Outlook

Reptile exhibit

From Jane Cartmill <[redacted]>
Date Thu 2/19/2026 3:48 PM
To Molly Arnold <marnold@sdfair.com>; Sierra Ceballos <sceballos@sdfair.com>

Please distribute this information regarding the problems surrounding exotic reptile shows to the Board of Directors and include it in the next Board packet. As Del Mar Fairgrounds continues to host similar events, I believe this information is worthy of their attention. Note that the letter is signed by numerous veterinarians and physicians. Thank you very much.

Jane Cartmill
Encintas, CA

Urgent: Animal-welfare & public-health concerns at upcoming Reptile Super Show in Pomona

City of Pomona
200 E. Mission Blvd.
Pomona, CA 91766

Re: Request Regarding Reptile Super Show at Pomona Fairplex

Dear Mayor and City Councilmembers,

I am writing on behalf of **Our Honor**, a network of veterinarians and animal professionals, to urge the City of Pomona not to host the upcoming **Reptile Super Show** at the Pomona Fairplex on July 11-12, 2026. At the very least, we ask that the City take immediate steps to ensure that state and federal laws are enforced if this event proceeds.

At the most recent Reptile Super Show held in Anaheim, I personally documented serious violations of both public health and animal welfare laws:

- A tegu lizard confined upside down in a plastic cup.
- Turtles under four inches in shell length offered for sale in violation of federal law (21 CFR § 1240.62), a regulation enacted specifically to prevent Salmonella transmission to children.
- Numerous biosecurity concerns, including attendees handling reptiles and then lining up at food vendors.
- Animals confined without access to water and without appropriate substrate, in direct violation of California law.
- Endangered Eastern Indigo Snakes offered for sale despite federal protection under the Endangered Species Act.

These are not isolated incidents. Every year, Salmonella causes an estimated 1.2–1.35 million illnesses and up to 450 deaths in the United States. Children under age five are among the most vulnerable, and repeated CDC

investigations have traced multistate Salmonella outbreaks directly to small turtles sold at reptile shows. At least one infant has died from such an infection.

Despite these risks, reptile expos continue to be marketed as family-friendly events. With weak or nonexistent oversight, sellers are able to profit while flouting laws designed to protect both animals and the public.

Pomona should not allow its facilities to be used in ways that endanger children, families, and animals. If the Fairplex continues to host this event, we urge the City to require and enforce strict compliance with:

- FDA regulations prohibiting the sale of turtles under four inches in shell length.
- California law, which says "Potable water must be accessible to the animals at all times or provided as often as necessary for the health and comfort of the animal."
- California Penal Code § 597t requiring adequate exercise space. Violation is considered a misdemeanor.
- All applicable federal wildlife protections, including the Endangered Species Act.

The City of Pomona has a responsibility to protect public health and uphold the law. We respectfully request that you take action now—either by declining to host the Reptile Super Show at the Fairplex, or by ensuring meaningful enforcement of all relevant laws.

Thank you for your attention to this urgent matter.

Sincerely,
Crystal Heath, DVM
Our Honor

This letter is submitted with 163 public signatories collected via Our Honor's online advocacy platform.

Nicole Corrado
Barbara Hodges, DVM, MBA
TUCKER THOMAS
George Bates
Carina Chadwick
Larrea Cottingham
Hillary Liband, M.A.
Sherstin Rosenberg, DVM
Bernadette Andaloro
Janet Geren
Linda Farrell
Ji-Young Kim
Kathleen Makolinski
Lynn Hoang
Erik LaRue
Anne Fassin
Karen Bacon
Aimee Schmidt
Lynn Freudenberg
Louise Harvey
Jill Kulig
Melissa Kehl, DVM
Rem Cutler
Maia Broussard, DVM
Betsy Coville
Rosamund Downing
Jennifer R.

Kim Culbertson
Ronald Willson MD
Barbara Biel
Denise Guimarais
Bruce Cutts
Standridge
Shannon Hunter
Madeline Graham, DVM
Christine Capaldo, DVM
jean publie
Jeri cheraskin DVM
MICHELLE LANG
Dr. Kevin Boileau, PHD
Stephanie Vanderpool
Lisa Kulemin, DVM
Gary Block DVM
Brian ield
Christine Stewart, D.V.M.
Rachel Griffith DVM
Robert A Rieck Jr
Laurie Methven
Juliana Harris
Barbara S Shor
Heather Lange
Silvia Rocha
Laura Sminkey
Anne Downes DVM
Michael-David Kerns
Christine Lofgren
Laura Cochrane DVM
Cori Craft
Michael Davanzo
Karen Rubio
Madeline Fitzpatrick MD
Claire Ramsey
Andrew Umphries
Melissa McCormick, MSc, RVTg
Debbie Wall
Jim Loveland
Karen Emanuel
Alana L WILLROTH
Karin Nelson
Dr. John Brooks
Leona Cerbone, RVT
Roy Wessbecher
Cristina Erni
Christine Mora Pineiro
Megan Tremelling
Meghan Shannon DVM
Gary Zimmermann
Gail Bumsted
Sharon Bates
Cierra Buer, DVM
Donald Helfrich

Debra Curci
Monica Ramirez
Carol Anderson
g harman
Shannon Hunter
Denise Guimarais
Andrew Umphries
Kathleen Makolinski, DVM
Nora Coyle
jean publie
Karen Emanuel
Debbie Wall
Jennifer R.
Lynn Hoang
Guy Fagot
Kim Culbertson
Nicole Gianni, DVM
Cassidy Thompson
Christine Capaldo, DVM
Rev. David Sickles
Kaitlin Domingue
Cynthia Burke
Amy Allen
Laura Bessette
Nicole Corrado
Lynn Hoang
Carina Chadwick
Kim Bartlett
Janna Perkins
Edwin Perry
Guy Fagot
Flora Pino García
Amanda Tompkins
Laura Sminkey
George Bates
Alana L WILLROTH
Jim Loveland
Karen Emanuel
Gail Bumsted RN
Debbie Wall
Nicole Corrado
Denise Guimarais
Hillary Liband, M.A.
Flora Pino García
Rem Cutler
Jennifer R.
Rosamund Downing
jean publie
Michael Davanzo
Erin McDonald CVT
Vincent L
Andrew Umphries
Debbie Wall
Cierra Buer, DVM

Denise Guimarais
Linda Savage
Anna Ramsey
Tucker Thomas
Nicole Corrado
Pia Bolognesi
Lynn hoang
Jennifer Doll
Christine Capaldo DVM
Jim Loveland
Amy Allen, DVM
Flora Pino García
Michael Davanzo
Janine Angeletti
Debbie Wall
Dr. Pia Bolognesi
Janna Perkins
Flora Pino García
Helen Lebrecht
Jacqueline Mahon
Nicole Corrado
Peggy Erickson
Lynn Hoang
Tucker Thomas
Kathleen Makolinski, DVM
Pat Dufau
Jim Loveland

Outlook

Pls Reply ASAP/Include in Board Packets for upcoming DMTRA, SRTLC and 22nd DAA Board Meetings

From Martha Sullivan <[redacted]>
Date Tue 3/3/2026 8:19 AM
To Sierra Ceballos <sceballos@sdfair.com>; Molly Arnold <marnold@sdfair.com>
Cc Carlene Moore <cmoore@sdfair.com>

Good Morning! Please include the following in the Board Packets for upcoming Meetings on March 9th and 10th of the Del Mar Race Track Authority, State Race Track Leasing Commission, and 22nd DAA Board. Thank You for your assistance.

Martha Sullivan
Imperial Beach

The California Horse Racing industry now based at three tracks in Southern California (down from 9 statewide in 2024) hinges on just $2 - 4 Million out of the $24 Million/year of revenue it receives from Northern California betting. *From the Los Angeles Times, published on February 26, 2026:*

"The hopes of Northern California racing and breeding interests were once again dashed when the California Horse Racing Board refused to license short racing dates to the Tehama District Fair and the Humboldt County Fair on Thursday.

"Rather than a discussion about how to grow the sport, the 2-hour 45-minute meeting was mostly about how bad the state of racing is in the state and a determination that the future of Southern California racing is in jeopardy if it isn't given every advantage available.

"That advantage is the amount of money that goes to the host track from advance deposit wagering (ADW) and computer assisted wagering (CAW). If Tehama and Humboldt were racing, then money bet by any means in Northern California would stay there, the way it was since the start of ADW until shortly after the closing of #GoldenGateFields in Berkeley.

That money now is being sent south, meaning Santa Anita Park, Del Mar Racing and Los Alamitos Race Course, to increase purses. #California #horseracing is at a huge disadvantage nationally because it receives no additional income from other forms of gambling. So its purses are small compared to other large racing jurisdictions such as Kentucky and New York.

"*Bill Nader, president and chief executive of the Thoroughbred Owners of California (TOC),* **said a month of fair racing costs the south $2 million**.

"Nader summed up the state of the industry this way:

"'We would all agree these are the most difficult and challenging of times. And we can further agree that the California racing industry, not Southern California, not Northern California, but the whole California racing industry is fighting desperately to remain relevant and sustainable.'"

https://www.latimes.com/sports/story/2026-02-26/chrb-dashes-hopes-of-northern-california-horse-racing

ITEM 9 – Matters of Information

March 10, 2026

Expense Contracts Executed per Delegated Authority

Standard Agreements up to $50,000				
Contract #: 26-013	**Contractor:** ShareStaff	**Acquisition Method:** Fair and Reasonable	**Term:** 3/01/2026 - 7/31/2026	**Not to Exceed:** $49,206.00
	Purpose: Provide manual labor support for Ag & Ed Department.			
Contract #: 26-014	**Contractor:** Design Pickle, LLC.	**Acquisition Method:** Fair and Reasonable	**Term:** 2/20/2026 - 7/19/2026	**Not to Exceed:** $30,325.00
	Purpose: Provide graphic design for Ag & Ed Department themes and exhibits.			
Contract #: 26-017	**Contractor:** Fair-ly Decent Promotions	**Acquisition Method:** Fair and Reasonable	**Term:** 4/1/2026 - 8/15/2026	**Not to Exceed:** $8,000.00
	Purpose: To provide social media content creation for the 2026 San Diego County Fair.			

Entertainment Contracts up to $500,000

2026 San Diego County Fair – Grandstand Entertainment Agreements				
Contract #	**Agency / Name of Act**	**Genre**	**Performance Date**	**Amount**
26-1013	Chicago	Rock	6/11/2026	$350,000.00
26-1010	Frias Entertainment f/s/o Pancha Barraza and Banda Machos	Regional Mexican	6/21/2026	$225,000.00
26-1015	Nelly	Hip Hop	6/25/2026	$300,000.00
26-1008	MMM Touring, Inc f/s/o Maren Morris	Pop Country	6/26/2026	$275,000.00
26-1011	Frias Entertainment f/s/o Capibaras	Regional Mexican	6/28/2026	$325,000.00
26-1003	AJR Touring, LLC f/s/o AJR	Indie	7/1/2026	$350,000.00
26-1012	Frias Entertainment f/s/o Conjuntos Primavera	Regional Mexican	7/5/2026	$125,000.00

San Diego County Fair Partnerships

2026 San Diego County Fair – Partnership Agreements			
Partner	**Summary / Purpose**	**Dates**	**Amount**
Dr. Seuss Enterprises, L.P.	Literary exhibit featuring Dr. Seuss titles	6/10/2026 - 7/5/2026	$0.00
Scholastic Book Fairs	Book fair	6/10/2026 - 7/5/2026	25% of total sales (excluding tax)

Revenue Contracts Executed per Delegated Authority

Event Agreements				
Contract #	**Licensee**	**Event Name**	**Date / Term**	**Rental Fee**
26-1423	Legends Global	Bar Mitzvah	10/31/2026	$8,437.00
26-1428	Susan G. Komen	Breast Cancer Walk	11/10/2026 - 11/13/2026	$16,020.00
26-1431	Legends Global	RAV 4 Launch	3/1/2026 - 3/5/2026	$22,080.00
26-1432	Legends Global	Women's Resource Center Gala	3/15/2026	$2,910.00
26-1433	Legends Global	Wedding Reception	9/12/2026	$3,150.00

2026 San Diego County Fair – Concessions Agreements			
Contract #	**Vendor**	**Main Item**	**Commission Rate**
26-1435	Pay2Play RC	RC Boats	20%
26-1436	E3 Ventures Inc.	Excavator Activity	20%

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
26-013	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
One Source Staffing Solutions, Inc dba Sharestaff

2. The term of this Agreement is:

START DATE
March 1, 2026

THROUGH END DATE
July 31, 2026

3. The maximum amount of this Agreement is:
$49,206.00
Forty Nine Thousand Two Hundred Six 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	5
	Exhibit D	Special Terms & Conditions	5
	Exhibit D, Attachment I	Insurance Requirements	4
	Exhibit E	Preventing Storm Water Pollution	1
	Exhibit F	22nd DAA Resource Conservation Policy	1

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
One Source Staffing Solutions, Inc dba Sharestaff

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
445 Weber Ave #140	Stockton	CA	95203

PRINTED NAME OF PERSON SIGNING	TITLE
Claudia Reynoso	Chief Operating Officer
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

EXHIBIT A
SCOPE OF WORK

1. SERVICES OVERVIEW

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

Contractor shall provide unskilled labor personnel to assist the District with lifting, moving, and handling materials and small-scale projects, as requested.

B. Services shall be performed at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.

C. Services shall be available to the District on an as-needed basis between March 1, 2026 and July 31, 2026, during the hours of 7:00 a.m. to 3:30 p.m., Monday through Sunday, unless otherwise agreed to in writing by the District.

D. Contractor shall be required to respond to District's staffing requirements. Staffing shall consist of shifts not to exceed eight (8) hours per workday for each worker, and not more than forty (40) hours per worker for each week. Services provided on Saturdays, Sundays, and holidays shall not be considered overtime, provided each shift does not exceed eight (8) hours. Overtime shall not be incurred due to insufficient staffing by Contractor. Any overtime costs resulting from the Contractor's failure to schedule properly schedule personnel or supply the requested number of workers shall be the sole responsibility of the Contractor and shall not be billed to the District.

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

22nd District Agricultural Association	Contractor: One Source Staffing Solutions, Inc dba Sharestaff
Name: Judith Toepel, Agricultural and Education Manager	Name: Chauncy Fifer, Business Development Manager
Address: 2260 Jimmy Durante Blvd., Del Mar, CA 92014	Address: 445 Weber Ave #140 Stockton, CA 95203
Phone: (858) 755-1161 Ext 2423	Phone: (209) 900-3538
e-mail: jtoepel@sdfair.com	e-mail: Chauncy@ShareSTAFF.net

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

2. WORK TO BE PERFORMED BY CONTRACTOR:

A. General Description

EXHIBIT A
SCOPE OF WORK

1. Contractor shall make available and provide labor for small projects at the District on an as-needed basis, with no guarantee of minimum work, through July 31, 2026. All personnel provided shall be physically capable of safely performing assigned tasks and shall comply with all applicable safety laws and regulations. Assigned tasks may require lifting up to fifty (50) pounds and may include, but are not limited to:
    a. Moving and placing heavy display equipment.
    b. Unloading and loading storage containers.
    c. Moving and setting up temporary walls.

2. Contractor shall have at minimum one (1) crew foreman per shift who can understand and speak English and be the liaison between staff and Contractor's laborers.

3. Contractor shall provide necessary personal protective equipment (PPE) such as goggles and work gloves appropriate for the task, to all laborers.

4. Contractor and Contractor's employees shall be responsible for own transportation to and from the District.

B. <u>Estimated Labor Needs</u>

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

1. Unloading storage containers, estimating four (4) to six (6) laborers per day
    a. Theme exhibit – March 1st
    b. Home Arts – May 2nd through May 4th
    c. Student Showcase Exhibits – May 2nd through May 4th
    d. Flower Show and Farm 2 U Exhibits – April 28th through 29th
    e. Design in Wood and Gems and Minerals Exhibits – May 5th through May 8th
    f. Garden Show - May 11th through June 5th
    g. Additional days, as needed

2. Teardown and loading of storage containers, estimating six (6) laborers per day
    a. Various tasks – July 6th through July 10th,
    b. Additional days, as needed.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
26-014	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
Design Pickle Holdings DBA Design Pickle, LLC.

2. The term of this Agreement is:

START DATE
February 20, 2026

THROUGH END DATE
July 19, 2026

3. The maximum amount of this Agreement is:
$30,235.00
Thirty Thousand Two Hundred Thirty Five 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	4
	Exhibit B	Budget Detail and Payment Provisions	3
	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.)
Design Pickle Holdings DBA Design Pickle, LLC.

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO Box 13930	Scottsdale	AZ	85267

PRINTED NAME OF PERSON SIGNING	TITLE
Niket Pandey	Chief Financial Officer
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

EXHIBIT A
SCOPE OF WORK

1. SERVICES OVERVIEW

A. Design Pickle, LLC, 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:

B. Contractor shall provide graphic design services on a monthly basis in accordance with this Agreement. The tasks and deliverables described herein are representative of the services anticipated during the term of the Agreement and are provided for informational purposes only. The actual scope, number, and type of design tasks may vary from month to month and may be greater or lesser than those described, as determined by the District's needs.

C. All services shall be performed remotely at Contractor's site and digital graphic design files shall be sent to District.

D. Services shall be provided as outlined in this agreement, and as agreed upon by Contractor and District.

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

District		Contractor	
Name:	Rachelle Weir, Director of Agriculture, Arts and Education	Name:	Megan Catanese
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	15169 N. Scottsdale Rd., Suite 205 Scottsdale, Arizona 85254
Phone:	(858) 792-4211	Phone:	(877) 331-1272
Email:	rweir@sdfair.com	Email:	mcatanese@designpickle.com

Either party 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.

F. Contractor documents may not have conditions that are counter to or in conflict with this Scope of Work. Where the terms of this Agreement or District's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's documents or Contractor's documents, both parties agree that the terms set forth in District's documents shall supersede and take precedence over Contractor's documents.

2. WORK TO BE PERFORMED BY CONTRACTOR:

A. Background and Goals

District uses educational signage as an essential tool to educate and engage the community. District seeks to develop and implement four (4) creative and thoughtful graphic campaigns that will support the Agriculture and Theme exhibits. To achieve

EXHIBIT A
SCOPE OF WORK

this, District requires the expertise of a professional graphic designer to assist with visual communications and the creation of new graphic materials that maintain a consistent and cohesive identity across all exhibits. The majority of the artwork provided by Contractor will be used for print materials, with a portion also designated for use on District's website and other marketing platforms.

1. Contractor shall provide artwork and visuals for printed collateral, in a format including but not limited to the following:

   a. At minimum, 300 dots per inch (dpi)
   b. TIFF
   c. PDF
   d. JPEG
   e. Raw files in .ai, eps or .svg format

2. Contractor shall provide all design-related hardware and software required for the completion of the project. The District shall not be responsible for any material or equipment purchases.

3. Contractor shall produce high-resolution graphics consistent with District's branding and logo usage guidelines.

4. Contractor shall collaborate with District's Agriculture, Arts and Education Department staff to establish and develop art direction, create and produce concept designs, graphic design, and production including revisions and editing.

5. Contractor shall ensure artwork is delivered in a format that will allow for use in both print and digital platforms, as indicated by the District.

6. Contractor shall provide all work in a variety of file formats that allow for flexibility and modifications by the District, as needed.

7. Contractor shall deliver high-quality products and in a professional manner. District reserves the right to reject designs and request revisions as necessary to meet requirements.

8. Contractor should create and utilize only original materials and graphics. Contractor is responsible for verifying the originality of all designs. In the event that any design involves copyrighted material, Contractor shall bear full responsibility for any associated costs. If the materials and/or graphics are not entirely original, Contractor must provide certification that all images, illustrations or wording submitted are copyright free and do not infringe upon any copyright laws.

9. Contractor agrees that all drafts, designs, images, signs and works created for the District shall be property of the District. Contractor acknowledges and agrees that Contractor has no rights to any of the works.

B. Tasks and Deliverables

EXHIBIT A
SCOPE OF WORK

Tasks

1. Contractor shall create style guides and educational signage for the Honey Exhibit, a new educational exhibit focusing on honey, bees, and floral topics in Southern California.

    a. Develop a Honey Exhibit style guide and design corresponding educational signage.
    b. Develop a Floral Exhibit style guide and design educational signage for the Floral and Pollination of Flowers Exhibit.

2. Contractor shall develop a style guide for large and small livestock exhibits and, under the District's direction, create a total of 25 to 35 corresponding signs for the following:

    a. Develop a Horse Exhibit style guide and create educational signage.
    b. Develop a Dairy Exhibit style guide and create educational signage.

3. Contractor shall create a logo and accompanying designs to be used in the creation of a total of 35 to 45 different education signs for the following:

    a. Fairview Farm exhibit,
    b. Little Farmer exhibit.

4. Contractor shall use the District's theme art, "Once Upon A Time," and style guide to create approximately 65 educational signs and visual displays for the theme exhibit.

    a. Develop educational content formatted with illustrations or photos for the theme exhibit.

5. Contractor shall develop 20 to 30 educational designs focusing on agricultural topics related to food, animals, and garden crops for the following:

    a. Livestock Auctions
    b. Farm 2U Exhibit

Deliverables:

Task	Deliverable	Due Date
1.a	Complete Honey Style Guide and signage	March 15, 2026
1.b	Complete Floral Style Guide and signage	March 15, 2026
2.a	Complete Horse exhibit Style Guide and signage	April 15, 2026

EXHIBIT A
SCOPE OF WORK

2.b	Complete Dairy Exhibit style guide and signage	April 15, 2026
3.a	Complete logos and signage for the Fairview Farm Exhibit	May 10, 2026
3.b	Complete signage for Little Farmer Exhibit	May 10, 2026
4.a	Complete education signage for the “Once Upon A Time” theme exhibit	May 31,2026
5.a	Complete designs and signage for Livestock Auctions	June 15, 2026
5.b	Complete designs and signage for Farm 2U exhibit	July 15, 2026

3. DISTRICT RESPONSIBILITIES

A. District Agriculture, Arts and Education Department shall collaborate with Contractor on art direction and specific requirements.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	GL ACCOUNT NUMBER (If Applicable)
26-017	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
Fair-ly Decent Promotions

2. The term of this Agreement is:

START DATE
April 1, 2026

THROUGH END DATE
August 15, 2026

3. The maximum amount of this Agreement is:
$8,000.00
Eight Thousand Dollars and Zero Cents

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	3
	Exhibit B	Budget Detail and Payment Provisions	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.)
Fair-ly Decent Promotions

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
4785 Niagara Ave	San Diego	CA	92107

PRINTED NAME OF PERSON SIGNING	TITLE
Payton Ryan	Owner
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

EXHIBIT A
SCOPE OF WORK

1. SERVICES OVERVIEW

A. Fair-ly Decent Promotions, 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:

In coordination with District, Contractor will develop social media content – including, but not limited to, original photos, videos, graphics, links, and text – for accounts maintained by District for the purpose of promoting the 2026 San Diego County Fair activities, events, and information.

B. The services shall be performed at the District located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.

C. The services shall be provided beginning April 1, 2026, and as needed through the 2026 San Diego County Fair, which runs from June 10, 2026 to July 5, 2026. A final report on activities undertaken is due to District on or before August 15, 2026.

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

22nd District Agricultural Association	Fair-ly Decent Promotions
Name: Jennifer Hellman, Marketing Director	Name: Payton Ryan, Owner/Founder
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 4785 Niagara Ave San Diego, CA 92107
Phone: 858-792-4227	Phone: 541-815-1462
e-mail: jhellman@sdfair.com	e-mail: payton@fairlydecentpromotions.com

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

2. WORK TO BE PERFORMED

A. Tasks and Deliverables

Task 1 – Project Management and Administration

Contractor shall be responsible for the performance of tasks, and for the preparation of deliverables as specified in this Exhibit.

1.1 Contractor shall provide all technical and administrative services as needed for Agreement completion, including monitoring, supervising, reviewing all work performed, and attending events. 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.

1.2 Contractor shall ensure that the Agreement requirements are met through

EXHIBIT A
SCOPE OF WORK

completion of weekly progress reports submitted to District, and through regular communication with District. The 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.

1.3 Contractor shall conduct a final detailed post-event analysis of the social media services and campaign, delivered by August 15, 2026.

1.4 Contractor shall be responsible for providing social media services, including, but not limited to, the following:

- Build a comprehensive content calendar & strategy that projects all planned activations on social media for the duration of the contract (posting to begin April 15, 2026).
- Collaborate with District on campaign creation, posting, content and coverage.
- Create content for platforms and ensure content calendar is executed.
- Collaborate with District subcontractors (ad agency, sponsorship, photography) for cross promotion, boosted posts, and paid ads.
- Utilize social analytics (demographic & geographic targeting) tools to inform future postings.
- Use content to highlight events/sponsors/staff/community/theme in coordination with District.
- Respond to messages and inquiries received on social platforms on behalf of District.
- Attend 4-5 pre-Fair events to capture and post live content to promote the 2026 San Diego County Fair.
- Provide a team member from Fair-ly Decent Promotions to be onsite/in office (schedule to be determined by District) beginning a week prior to the event (at District discretion), and throughout the course of the 2026 San Diego County Fair to provide easy collaboration, live coverage, posting, and content for future use.
- Monitor social media to assess current and ongoing trends to inform social media posts and monitor online conversations about the 2026 San Diego County Fair.
- Keep District informed about the online conversations regarding the 2026 San Diego County Fair.
- Provide supplemental event photography as necessary between social media duties. Contractor shall upload all event photos and videos to shared Dropbox by August 1, 2026.

3. PROGRESS REPORTS

A. Contractor shall submit to District for approval the reports containing the results of the work performed in accordance with the schedule of this Exhibit.

B. Not later than August 1, 2026, Contractor shall submit to District a copy of a draft report describing the work performed pursuant to this Exhibit for review and comment.

C. Within two (2) weeks of receipt of the draft report, District will submit final comments to Contractor.

D. Not later than August 15, 2026, Contractor shall provide a final written report to District

EXHIBIT A
SCOPE OF WORK

describing activities undertaken, accomplishment of milestones, and any problems encountered in the performance of the work under this Agreement, and delivery of intermediate products, if any.

E. The report shall not be considered final until accepted and approved by District.

4. DISTRICT RESPONSIBILITIES

A. To ensure execution of the work heretofore included in this Exhibit, District shall be responsible for the following:

- Providing access to all creative collateral for the event, artists, and vendors in a timely manner for the purpose of social media promotion.
- Providing access to necessary contacts for approval on social posts/promotions.
- Collaborating in validating clear key performance indicators and goals for campaigns.
- Being available for monthly check-in meetings during the term of the Agreement.
- Participating in an onboarding and planning call.
- Allowing Contractor to make minor adjustments to content calendar based on data.
- Providing “All-Access” credentials for Contractor while on-site. Any such credentials shall be limited to general operational areas reasonably necessary for the performance of services and shall expressly exclude secured and restricted areas unless authorized by District.
- Providing a private, lockable workspace with high-speed internet access for on-site work.

ACTIVATION AGREEMENT

This Activation Agreement (this "**Agreement**") is made effective as of February 10, 2026 and is entered into by and between Dr. Seuss Enterprises, L.P., a California limited partnership, with offices located at 9868 Scranton Road, Suite 1100, San Diego, CA 92121 ("**Dr. Seuss**") and the 22nd District Agricultural Association, a California state institution, with offices at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Host"), in connection with certain promotional activations or events held by or on behalf of Host and featuring certain Dr. Seuss characters and intellectual property (each an "**Activation**"), as further described herein. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

ACTIVATION TERMS:
Set forth below are key details and requirements related to the Activation. Additional business-level details and requirements regarding the Activation may be agreed upon in writing by the parties' authorized representatives, and those writings will form a part of this Agreement.

Activation Overview	The San Diego County Fair will include a multi-author literary exhibit with Dr. Seuss titles serving as the prominent feature. The exhibit shall be an immersive, family-friendly environment promoting literacy, creativity, and imaginative play. The exhibit will feature the following: • Artwork and crafts based on the Licensed Assets (solely as expressly described herein and as approved in writing by Dr. Seuss) • Costumed characters wearing costumes provided by Dr. Seuss • Supervised "free play" activity spaces dedicated to each of the books listed in Licensed Assets, each with a corresponding large, oversized book displayed and a quote from such book next to the activity space • Approved Dr. Seuss YouTube videos from the Dr. Seuss-owned Youtube channel will be shown within the exhibit • 200 books provided by Dr. Seuss to be given away by Host to attendees through a legally compliant giveaway process No merchandise sales or unauthorized commercial use of the Licensed Assets will take place. All uses of the Licensed Assets incorporated into the Activation shall be faithful to the tone, messaging, and values of the original works and in accordance with the style guide(s) provided by Dr. Seuss.
Date(s)	June 10, 2026 – July 5, 2026
Location(s)	Del Mar Fairgrounds, 2260 Jimmy Durante Blvd., Del Mar, California 92014
Attendees	Host may not charge attendees admission or other fees to attend the Activation.
Fee	There will be no fees or payment associated with the Activation.
Licensed Assets	The following Dr. Seuss literary works, together with the characters, text and images contained therein: Green Eggs and Ham Hop On Pop If I Ran The Circus Oh, the Places You'll Go!

	The Cat in the Hat The Lorax Yertle the Turtle and Other Stories Dr. Seuss's ABC Horton Hears a Who One Fish Two Fish Red Fish Blue Fish
Activation Materials	N/A
Promotional Materials	**Permitted Channels:** Host may distribute Promotional Materials on and in the following channels only: owned and operated websites and mobile apps, emails, social media accounts and hashtags, press releases and press kits, in-store signage and point of sale displays and "take ones", direct mail, and attendee gift or swag bags.
Permitted Partners	N/A
Additional Usage Terms	**Character Appearances:** Host may submit a request to borrow one or more life-sized costumes from Dr. Seuss but only for characters that are included within the scope of the Licensed Assets and only for purposes of having such character appear at the Activation. **The Lorax:** Host must plan, promote and run all aspects of the Activation in an environmentally-conscious and sustainable manner, e.g., no plastic bottles or disposable flatware, avoiding food waste, encouraging public transportation.
Other	

EVENT DETAILS:

1. **Event Partners:** Dr. Seuss shall have the right to approve any sponsors, co-hosts, and promotional partners proposed to be engaged in connection with the Activation, it being understood the persons identified above as Permitted Partners are deemed approved. In no circumstance shall Host engage or use any sponsors, co-hosts, or partners, who are from or primarily associated with the following industries: adult entertainment, alcohol, tobacco, drugs, fast foods, soda pop, chemical fertilizers or pesticides, or oil and gas fuel products.

2. **Event Standards:** Dr. Seuss shall have the right to approve in advance in writing the Activation concept and plans (and any material changes thereto), it being understood the Activation concept and overview described in the Activation Terms above is deemed approved. The Activation shall be family-friendly and appropriate for all ages, including children, and in no circumstance shall any alcoholic beverages, drugs, tobacco or other age-restricted products, fast food, soda pop, adult entertainment, or any other scandalous, immoral, illegal, dangerous, or reckless products, activities, or materials be present or distributed at or marketed in connection with, the Activation.

3. **Conduct of Event:** Host shall, at its sole cost and expense, be responsible for planning, managing, promoting, and operating all aspects of and logistics for the Activation, and for maintaining the general appearance and overall quality of the Activation. Host shall be responsible for inviting and managing attendees, including by complying with any venue capacity limitations and ensuring that any minors are accompanied and supervised by a parent, guardian or other responsible adult. Host shall be fully liable and solely responsible for all acts and omissions of its employees, subcontractors, vendors, event spaces, and other personnel engaged in connection with Host's fulfilment of its obligations and responsibilities hereunder, including any failure to perform. Host and its personnel and vendors shall comply with all applicable laws, rules and regulations and conduct themselves in an orderly and socially acceptable

manner and shall take reasonable steps to ensure Activations attendees also behave in an orderly and socially acceptable manner.

4. **Cancellation:** If Host needs to cancel or modify the plans for the Activation, in whole or in part, as a result of circumstances outside its reasonable control (such as inclement weather or illness), Host may request to reschedule or modify the Activation upon written notice to Dr. Seuss, and Dr. Seuss will not unreasonably withhold its consent to such request.

LICENSES AND APPROVALS:

5. **Activation Materials:** Subject to the restrictions and approval rights set forth herein, Dr. Seuss grants to Host a limited, nonexclusive, non-sublicensable, royalty-free license to use and copy the Licensed Assets to create certain decorations, props, signs, backgrounds, backdrops, cut-outs, banners and facades (collectively, "**Activation Materials**") and to use and publicly display Activation Materials at the Activation. Host shall be responsible for setting up, installing, and displaying Activation Materials in a safe and secure manner and shall use reasonable efforts to ensure Activation Materials are not damaged, destroyed or misused during the Activation.

6. **Promotional Materials:** Subject to the restrictions and approval rights set forth herein, Dr. Seuss grants to Host a limited, nonexclusive, non-sublicensable, royalty-free license to use and copy the Licensed Assets to create certain digital and print materials promoting the Activation (the "**Promotional Materials**" and together with Activation Materials, the "**Materials**") and to distribute and publicly display Promotional Materials solely on and in the permitted channels expressly identified in the Activation Terms, in each and every case for the sole and limited purpose of promoting the Activation ("**Permitted Channels**"). Unless expressly permitted in the Activation Terms, Host shall not distribute or display Promotional Materials in any out-of-home (OOH), digital out-of-home (DOOH), billboard, film, broadcast, television, or streaming content or in connection with any paid media, paid advertising, or paid social, except that Host may boost or whitelist posts to its social media accounts. Host shall display and distribute Promotional Materials in accordance with all applicable laws, rules and regulations.

7. **[Reserved].**

8. **Usage and Style Guide:** Host shall use Licensed Assets in accordance with Dr. Seuss's reasonable instructions and usage guidelines, including, if and as provided by Dr. Seuss, in accordance with the written style guide depicting proper usage of the Licensed Assets (the "**Style Guide**"). Dr. Seuss grants Host a limited license to use the Style Guide internally and solely to assist Host in developing Materials in accordance with the quality control and style requirements of Dr. Seuss. Host shall maintain the confidentiality of the Style Guide at all times, and shall not modify, copy, distribute, or permit any other person to access the Style Guide, except that Host may share the Style Guide on a need-to-know basis with contractors and vendors performing on Host's behalf so long as such persons agree to the restrictions of this paragraph. Host acknowledges that the Style Guide and any other usage instructions or requirements are not a substitute for Dr. Seuss's approval, and Dr. Seuss reserves the right to disapprove any use of the Licensed Assets even though such use may appear to be consistent with the Style Guide. Host shall include the following notice, or such other notice as Dr. Seuss may designate, on all Materials: "Dr. Seuss properties ™ & © [year of Activation] Dr. Seuss Enterprises, L.P. All Rights Reserved." Host shall not use any Licensed Assets in combination with any third person's trademark, logo or name, except that Host may display its name and logo, and the names and logos of any approved sponsors, on Materials, subject to the approvals required hereunder and so long as displayed in a manner that does not create or appear to create any unitary or composite mark or any endorsement by or affiliation with Dr. Seuss.

9. **Approvals:** All Materials incorporating or derived from any Licensed Assets, or otherwise referencing Dr. Seuss, shall be subject to Dr. Seuss's prior written approval in each instance, and Host shall submit all

proposed Materials to Dr. Seuss as soon as reasonably practicable but in any event no later than fifteen (15) business days before the Activation. Dr. Seuss shall use reasonable efforts to promptly notify Host of its approval or disapproval of such submission; provided that Dr. Seuss's failure to approve any Material shall be deemed non-approval. Host shall not materially change or alter approved Materials without first obtaining re-approval in accordance with this paragraph. Dr. Seuss's approval and consent rights hereunder shall be exercised for the primary purpose of ensuring the Activation and use of Licensed Assets is consistent with the rights and requirements hereunder; will be compatible with the image and message of the works of Dr. Seuss; and will not be injurious or harmful to the value, reputation or goodwill of Dr. Seuss or the Licensed Assets. Host shall promptly (but in any event within 24 hours) comply with any request by Dr. Seuss to cease any use of Materials that Dr. Seuss believes does not satisfy the standards set forth in the preceding sentence.

10. **Ownership; Reservation of Rights:** Dr. Seuss solely and exclusively owns and retains all rights, title and interest, including all intellectual property rights, in and to (i) the Licensed Assets, (ii) any character, trademark or logo, whether registered or not, encompassed within the Licensed Assets and (iii) the Materials, excluding any trademarks or logos, or other separable pre-existing intellectual property, of Host and any Permitted Partners ((i)-(iii) collectively, the "**Dr. Seuss Work Product**"). All rights and licenses not expressly and specifically granted to Host hereunder are retained and reserved by Dr. Seuss. All uses of the Dr. Seuss Work Product by or on behalf of Host shall inure to the sole and exclusive benefit of Dr. Seuss. Host hereby assigns and transfers and agrees to assign and transfer, to Dr. Seuss its entire worldwide right, title, and interest in and to all intellectual property rights in and to the Materials, excluding any trademarks or logos, or other separable pre-existing intellectual property, of Host and any Permitted Partners. To the extent any of the rights, title and interest in and to any such Materials and any intellectual property therein cannot be assigned by Host to Dr. Seuss, Host hereby grants to Dr. Seuss an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense) to fully use, practice and exploit those non-assignable rights, title and interest.

11. **Captured Content:** Dr. Seuss acknowledges and agrees Host may engage photographers and videographers to capture content at the Activation and/or enable attendees to capture content (e.g., through photobooths) (collectively, "**Captured Content**"). Host may use and distribute Captured Content, subject to Dr. Seuss's prior written approval in each instance, that depicts or includes Licensed Assets: (i) for twelve (12) months after the Activation (or such other period as may be set forth in the Activation Terms), solely for reasonable promotional and publicity purposes associated with the Activation and solely within Permitted Channels; and (ii) in perpetuity on Host's social media channels, solely as contemplated under Section 14, and for internal, non-commercial and/or record keeping purposes. Host shall be responsible for obtaining from attendees all rights and licenses necessary to use such individuals' appearance and likeness in Captured Content as permitted hereunder.

12. **Dr. Seuss Usage:** During the term of this Agreement and for a period of twelve (12) months thereafter, Host grants to Dr. Seuss a limited, nonexclusive, royalty-free right and license to use, distribute, display, share and reshare Materials and Captured Content on Dr. Seuss's branded channels and digital properties, including without limitation websites, mobile apps, emails, and social media accounts for reasonable promotional and publicity purposes. Dr. Seuss may also use Materials and Captured Content in perpetuity (i) on Dr. Seuss's social media channels, solely as contemplated under Section 14, (ii) for awards submissions, and (iii) for any internal, public non-commercial (e.g., sizzle reels, press kits describing past events), and/or record keeping purposes. Upon request, Host shall provide Dr. Seuss with high-resolution copies of Materials and Captured Content to enable the foregoing usage. Host shall obtain all permissions, consents, releases, licenses and rights, including from all attendees, photographers, videographers, sponsors, co-hosts, and other third parties, necessary for Dr. Seuss to exercise the foregoing rights. To the extent Host's name or trademark appears in any Materials or Captured Content, Dr. Seuss shall comply with any commercially reasonable usage instructions provided by Host in writing.

GENERAL TERMS

13. [**Reserved**].

14. **Term and Termination:** The term of this Agreement shall commence as of the Effective Date and terminate automatically upon completion of the Activation. Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure such breach within ten (10) days after receiving written notice thereof. Upon termination of this Agreement, all licenses granted to Host shall terminate, and Host shall immediately cease all use of the Licensed Assets, Style Guide, and Materials and shall, as elected and further instructed by Dr. Seuss, destroy or return to Dr. Seuss the Licensed Assets, Style Guide, and Materials. Notwithstanding the foregoing, any social media posts incorporating Licensed Assets and made during the term in accordance with this Agreement may remain posted to and visible on the associated social media account, so long as they are not reused, reposted or boosted thereafter. Any provisions of this Agreement which expressly, or by their nature are intended to, survive termination shall so survive, including with respect to intellectual property ownership, indemnity, insurance and liability.

15. **Representations and Warranties**: Each party represents and warrants that it is (a) a legal entity duly organized and in good standing under the laws of the jurisdiction of its organization and is authorized to enter into and perform its obligations under this Agreement; and (b) it has all rights, licenses, permissions and authorities necessary to grant the licenses granted hereunder. Host further represents and warrants to Dr. Seuss that it, and its products, goods, services and business practices, shall comply with all applicable rules, regulations, laws, and treaties, including without limitation Food Laws, privacy laws, laws governing marketing to children, mobile marketing laws, consumer protection, advertising, and anti-lottery laws. For purposes of this Agreement, "Food Laws" means all laws, and the rules and regulations promulgated there under, governing the safety, labeling, manufacturing, packing, holding, warehousing, distributing, selling, exporting, importing, marketing or advertising of products and services, implemented by the United States Food and Drug Administration (the "FDA"), the United States Department of Agriculture (the "USDA"), the United States Federal Trade Commission (the "FTC"), and all comparable federal, state, local, and international regulatory authorities, as well as all comparable international, supranational, state, and local laws and each of their applicable implementing regulations enforced by regulatory authorities in the jurisdictions where the event occurs or where products are served, sold and/or distributed. These include, but are not limited to, U.S. Federal Food, Drug, and Cosmetic Act (the "FDCA"), the Food Allergen Labeling and Consumer Protection Act of 2004, the Organic Foods Production Act, the Food Safety Modernization Act, the Fair Packaging and Labeling Act, the Agricultural Marketing Act, California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code Sections 25249.5 et seq., and regulations thereunder at CCR Title 27, Div. 4, Ch. 1, Sections 25102 et seq.) ("Proposition 65"), and applicable state food codes. SUBJECT TO THE FOREGOING, THE LICENSED ASSETS ARE MADE AVAILABLE AND LICENSED ON AN "AS IS" BASIS AND DR. SEUSS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THIS AGREEMENT OR THE LICENSED ASSETS.

16. **Indemnification:** Host shall indemnify, defend, and hold harmless Dr. Seuss, its affiliates and its and their respective directors, officers, employees, successors, licensees, agents and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees (collectively, "**Indemnified Amounts**"), resulting from or arising out of (a) Host's breach of this Agreement, (b) Host's products, goods or services, (c) the Activation, Materials or Captured Content or the use thereof by Dr. Seuss in accordance with this Agreement, or (d) any claims or allegations made by Activation attendees, sponsors or vendors, or (e) any claims, allegations, and/or incidents regarding food or beverage products, food safety, foodborne illness, or recall; provided that Host's indemnification obligations shall not apply to the extent they would not have arisen but for Dr. Seuss's breach of this Agreement.

Dr. Seuss shall defend, indemnify, and hold harmless the State of California, Host, the California Fair Services Authority, and their respective agents, directors, and employees (collectively, "**Host Indemnitees**") from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees ("**Claims**"), arising from Claims alleging that Dr. Seuss's trademarks and copyrights, as provided to Host and used by Host in accordance with this Agreement and Dr. Seuss's instructions, infringe a third party's U.S. copyright or trademark rights, provided, however, that in no event shall Dr. Seuss be obligated to defend or indemnify Host Indemnitees to the extent that a Claim arises out of the negligence or willful misconduct of Host, its employees, or agents (excluding Dr. Seuss, or any of its employees or agents).

17. **Insurance:** Host shall maintain commercially reasonable insurance coverage with insurance carriers rated AM Best A- VII or higher, including by obtaining any event-specific policies commonly obtained for events similar to the Activation. Each such policy shall name Dr. Seuss and its affiliates, directors, officers, employees, licensees and agents as additional insureds and include a waiver of subrogation in favor of such entities. As a condition of hosting the Activation, Host shall deliver to Dr. Seuss certificates of insurance evidencing the foregoing promptly upon execution of this Agreement but in any event at least two (2) weeks prior to the date of the Activation.

18. **Released Parties:** To the extent Host requires Activation attendees or participants to sign or agree to any waivers, assumptions of risk, or other terms and conditions, Host shall include Dr. Seuss within the scope of, and otherwise ensure Dr. Seuss obtains the benefits of, any and all waivers, releases, assumptions of risks, and other limitations of liability set forth in such documents.

19. **Limited Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DR. SEUSS SHALL NOT BE LIABLE OR OBLIGATED TO HOST OR ANY THIRD PARTY, IN ANY MANNER, FOR ANY DIRECT DAMAGES IN AN AMOUNT THAT EXCEEDS THE AMOUNTS PAID OR PAYABLE TO DR. SEUSS HEREUNDER OR FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS AND LOST REVENUE, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF DR. SEUSS IS AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES.

20. **Governing Law:** This Agreement, and any matters arising hereunder, will be governed by the laws of the State of California, without reference to its conflicts of law principles. All disputes and matters arising hereunder will be submitted exclusively to the jurisdiction of the federal and state courts located in San Diego, California, and each party hereby irrevocably consents to such jurisdiction and waives any objections thereto.

21. **General Terms:** This Agreement constitutes the parties' entire agreement with respect to the Activation, and no representations, promises or agreements, oral or otherwise, between the parties not embodied herein will be of any force or effect. This Agreement may be amended only in a writing signed by both parties. Neither party will assign or transfer this Agreement without the other party's prior written consent, except that a party may assign this Agreement to an affiliate or to a third party in connection with a merger, acquisition, reorganization, or other corporate transaction. This Agreement is non-exclusive, and the parties' relationship is one of independent contractors. Neither party shall have any right, power or authority to bind the other party. This Agreement shall inure to the benefit of, and be binding upon the parties' successors, assigns and representatives. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

[*Signature page follows.*]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and delivered by their respective representatives, effective as of the date first written above.

DR. SEUSS ENTERPRISES, L.P.	**THE 22ND DISTRICT AGRICULTURAL ASSOCIATION**
By:_____	By:_____
Name: Susan Brandt_____	Name:_____
Title: President and CEO_____	Title:_____
Date:_____	Date:_____

Services Agreement

This Services Agreement is made and entered into by **Scholastic Book Fairs ("Scholastic")** and **San Diego County Fair ("Company").**

Through Scholastic's Corporate Book Fair program (the "Program"), as more fully described herein, companies and other organizations can host a Scholastic Book Fair (a "Book Fair") onsite at their offices or other designated location to bring some fun to the workplace while supporting under-resourced schools and/or charitable organizations.

Details of the Book Fair are as follows.

LOCATION AND DATES

- The Book Fair will be held at the following location:
    - Facility: Del Mar Fairgrounds
    - Address: 2260 Jimmy Durante Blvd., Del Mar, CA 92014
    - Book Fair Dates: June 10 – July 5, 2026
    - Delivery Window: No later than June 1, 2026
    - Pickup Window: Up to three business days after fair end date

BOOK FAIR COMMITMENT

We understand that unforeseen circumstances may occasionally arise, however, we kindly ask that Company make every effort to honor their scheduled Book Fair dates. Cancellations not only impact our planning and resources but also limit opportunities for us to serve others. We encourage Company to communicate any potential changes as early as possible so that we can work together to find a solution.

BOOK FAIR ADMINISTRATION

- Company agrees to designate a Book Fair host to serve as the primary point of contact for all Book Fair communications (the "Book Fair Host").
- A Scholastic representative will partner with the designated Book Fair Host to plan and support the Book Fair.
- Company Book Fair Host:
    - Name: Rachelle Weir
    - Phone: (858) 740-9425
    - Email: Rweir@sdfair.com
- Scholastic Contact:
    - Name: Joe Nickerson
    - Phone: (914) 629-8107
    - Email: JNickerson@Scholastic.com

AGREEMENTS

Scholastic

- Scholastic, at its cost and expense, shall furnish all books, supplies, materials, and other equipment necessary to provide a Book Fair to Company, and shall be solely responsible for the delivery and removal of all materials.
- Scholastic acknowledges and agrees that it shall be responsible for providing the personnel necessary to deliver the Book Fair to and pick up the Book Fair from Company and shall be responsible for the supervision and direction of such personnel.
- Scholastic will host a planning call to help coordinate logistics for the fair and to provide guidance on Book Fair execution.
- Scholastic will provide resources to assist with the planning and logistics of hosting a Book Fair, including operating instructions for Point of Sale ("POS") payment machines, which will be provided with the Book Fair. Proper utilization of POS payment machines in accordance with the operating instructions is required.

Company

- Company agrees to use Scholastic as the exclusive provider and retailer of all books and promotional materials offered at the Book Fair throughout the duration of the event.
- Products will be offered to all attendees at the listed prices designated by Scholastic.
- Company will provide staff to run the Book Fair onsite. While Scholastic will provide support as described above, Scholastic will not provide staff onsite during the Book Fair.
- Company will store all merchandise, supplies and POS payment machines in a locked and secure location when not in use at the Book Fair.
- Sales tax will be collected on all Book Fair purchases on behalf of Scholastic as required by state and local law.
- Company agrees to return all unsold merchandise, POS payment machines, and merchandising materials/displays to Scholastic at the conclusion of the Fair. All boxed product shall be repacked and all cases closed in preparation for pickup.
- Company agrees to review and comply with the following credit card security procedures:
    - Do not share or distribute the POS payment machines or data that you collect on behalf of Scholastic (such as credit card numbers).
    - Do not write down or copy any credit card information (i.e., card numbers, expiration dates, or security codes).
    - POS payment machines are not to be used for personal use/gain; these devices are only to be used for transactions at the Scholastic Book Fair.
    - If a credit card is found, please call the toll-free number on the back of the credit card, report the card lost, and request further directions from the credit card company.
    - All unattended equipment and credit card receipts must be in a locked or secure location.
    - Do not connect the POS payment machines to any unauthorized networks.

- All individuals staffing the Book Fair shall use good and reasonable judgment in the event of any issues and contact the Book Fair Host or the POS payment machine Help Line for guidance if needed.
- The Book Fair Host is responsible for informing all Book Fair staff of this credit card security instructional awareness information provided by Scholastic. Acceptance of the Services Agreement acknowledges notice of and agreement to adhere to these security policies.

BOOK FAIR FINANCIALS

The Book Fair is eligible to earn cash profit in an amount equal to 25% of total sales (excluding sales tax). Company agrees to use the cash earned to cover the cost of staffing the Book Fair. Any remaining profit will be used to provide Sponsored Scholastic Book Fairs to high Title 1 schools in the San Diego area. If cash profit earned is not sufficient to cover staffing costs, Company shall assume responsibility for covering any shortfall.

MEDIA/PR

- In addition to marketing and publicity materials for the Book Fair provided by Scholastic, the parties acknowledge and agree that Company may want to undertake public relations efforts and media activity. If a press release is planned, Company agrees to submit a draft of the planned release to Scholastic for its prior review and written approval.
  - Submissions must include the intended audience, the official PR contact for Company, and the planned distribution date. *Please allow a minimum of five business days for review.*
- All Scholastic and Company logos, trademarks, brand images and content shall be and remain the exclusive property of the respective organization and may not be used or reproduced without prior written consent of the owning party in each instance.

LIABILITY; INDEMNIFICATION

- Scholastic will be solely liable for the books and other Book Fair materials it provides and the fulfillment of its payment and other obligations as set forth herein. Company shall remain liable for any and all materials, personnel, facilities or services it provides, excluding any loss or damages caused by any materials provided by Scholastic. Company acknowledges and agrees that the building owner and/or manager responsible for the location where the Book Fair is to take place has agreed to the terms of this agreement and shall remain liable for all materials, personnel, facilities or services such owner and/or manager provides.
- Scholastic agrees to indemnify and hold harmless Company, its affiliates and employees from any losses, liabilities, damages, and judgments arising as a result of its activities to be carried out pursuant to this Agreement, excluding any of the foregoing caused solely by (a) the negligence or willful misconduct of Company or any of its agents or employees, or (b) facilities, materials or services provided by Company.

- Company agrees to indemnify and hold harmless Scholastic, its affiliates and employees from any losses, liabilities, damages, and judgments arising as a result of its activities to be carried out pursuant to this Agreement, excluding any of the foregoing caused solely by any books and/or other Book Fair materials provided by Scholastic.

Changes to this Services Agreement may be made solely at the discretion of Scholastic as permissible by law and/or as business conditions deem appropriate. We will notify you of any such changes through an appropriate communication vehicle, including, but not limited to, posting a notice on the Scholastic Book Fairs homepage, sending you an email, or by contacting you via phone. At that time, you will have the opportunity to review and accept a new Services Agreement.

As a duly authorized representative, I agree to these terms on behalf of San Diego County Fair/Scholastic.

Carlene Moore Date
Chief Executive Officer
San Diego County Fair

12.17.2025

Diana Quaid Date
Sr. Manager, Strategic Partnership Programs
Scholastic