



**NOTICE OF MEETING**  
22<sup>nd</sup> District Agricultural Association Board of Directors  
**Tuesday, April 14, 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  
Kathlyn Mead, Director  
Ted Miyahara, Director  
Elsa Morales-Roth, 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/](http://www.delmarfairgrounds.com/). Public comments on agenda items will be accepted during the meeting as items are addressed.



**22<sup>nd</sup> District Agricultural Association Board of Directors  
MEETING AGENDA  
Tuesday, April 14, 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. **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).)
5. **RECONVENE TO OPEN SESSION** [Anticipated by 11:30 a.m.]  
Report on actions, if any, taken by the Board in closed executive session.
6. **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 – March 10, 2026** 8-11
  - **Contract Awards & Approvals** 12-89
    - Standard Agreements  
22-031 AM4 William Scotsman, Inc.; 23-001 AM2 United Site Services of California, Inc.; 23-007 AM2 Raphael’s Party Rentals; 23-008 AM2 Prestige Golf Carts; 23-021 AM3 Harris & Associates; 23-041 AM3 Audio Design; 23-042 AM2 Stage-Tech, Inc.; 24-023 AM1 Republic Services; 24-031 AM1 K&M Pest Solutions; 26-023 Show Imaging Inc.; 26-024 Wonderful Things, Inc. DBA Main Street Banner USA; 26-025 R.W.B. Party Props, Inc.; 26-027 Shoreline Land Care, Inc. dba Landcare Logic; 26-028 Dekra-Lite Industries, Inc. dba SD Street Banners
7. **EXECUTIVE REPORT** – CEO Carlene Moore [Information Item]
- **Presentation by Don Diego Scholarship Foundation** Verbal
  - **Operational Announcements**
    - Presentation by Legends Global PowerPoint
    - Del Mar National Horse Show preview presented by HITS, LLC PowerPoint
    - Executive Summary of Monthly Financial Reports 90-95
    - 2025 Statement of Operations submitted to California Department of Food and Agriculture (CDFA) 96-107
    - Update on the City of Del Mar action on the amendments to the former Exclusive Negotiating Rights Agreement (now the Due Diligence and Development Feasibility Analysis Agreement) 108-127
  - **Construction Projects & Facilities Updates**
    - Video Boards Project 128-131
  - **Industry News & Updates** 132-134
    - CDFA Nuts & Bolts Workshop
    - Parallel Concepts Visit: Houston Livestock Show & Rodeo
    - CDFA Fairs & Expositions Board & CEO Regional Training information
8. **GENERAL BUSINESS**
- A. **Fair Operations Committee Report** – Kathlyn Mead, Chair 135-137
    - Announce additional Grandstand show offerings and lineups for the Paddock and The Sound [Information Item]
    - 1. Consideration and vote to approve dates and theme concepts for the 2027 and 2028 San Diego County Fairs [Action Item]
  - B. **Finance Committee Report** – Mark Arabo, Chair 138-142
    - Discussion of Agreement #12-009/41 Food & Beverage Services and whether to exercise the final remaining option to extend the current agreement [Information Item]
    - 1. Consideration and vote on whether to (a) approve the District’s 2026-2027 insurance policies renewals, or (b) delegate authority to Director Arabo to work with staff to review, select, and procure insurance policies for 2026-27 and report back on those selections to the District’s Board of Directors at the May 2026 Board meeting [Action Item]
  - C. **People & Culture Committee Report** – Kathlyn Mead, Chair [Information Item] 143-149
    - Update on Board governance education and organizational culture workshop

- |    |  |         |
|----|--|---------|
| D. | <b>Provide feedback on draft amendments to Policy 3.11 Board Advocacy and Community Relations (formerly Communications Policy)</b> [Information Item]                                    | 150-157 |
| E. | <b>Consideration of Draft Initial Study/Mitigated Negative Declaration of the City of Del Mar’s San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project</b> [Information Item] | 158-164 |

9. **MATTERS OF INFORMATION**

- |   |   |         |
|---|---|---------|
| • | <b>Committee Assignments as of April 14, 2026</b>                   | Handout |
| • | <b>Correspondence</b>   | 165-167 |
| • | <b>Review of Contracts Executed per CEO Delegation of Authority</b> | 168-226 |
- Standard Agreements up to \$50,000  
25-040 AM2 JagTag Enterprises, Inc.; 26-019 KM Creative Solutions; 26-021 Kathy Wadham; 26-030 Xecution Edge
  - Event Agreements  
26-1475 RSF Democratic Club; 26-1614 CBF Productions; 27-1379 Villain Arts; 27-1427 Biltwell Inc; 27-1434 SD Cat Fanciers; 27-1613 Century Club; 27-1615 Jurassic Quest
  - 2026 San Diego County Fair Agreements  
26-1200 Monica Ramos Thaller; 26-1201 Meg Beverly Canilang; 26-1202 Katie Bush; 26-1203 Cecelia Linayao Fine Art; 26-1204 Brianna Cunha; 26-1205 Lori Antoinette; 26-1206 Get Fresh Communications, Inc.; 26-1207 Joseph Pisano; 26-1208 San Diego County Vintners Association; 26-1209 Southern California Horseman’s Council; 26-1210 Ramona Valley Olive Oil; 26-1211 Canin Coatings, Inc.
  - 2026 San Diego County Fair Grandstand Entertainment Agreements  
26-1014 Griz; 26-1025 Sippy; 26-1026 Bret Michaels; 26-1027 Night Ranger; 26-1001 Fluffy Tour, Inc. f/s/o Gabriel Iglesias; 26-1035 4B
  - 2026 San Diego County Fair Paddock Entertainment Agreements  
26-1019 3.O.C. Music Inc f/s/o Blue Oyster Cult; 26-1021 Suesuesudio, Inc f/s/o Hoobastank; 26-1078 Morgan Leigh Manning f/s/o Morgan Leigh Band; 26-1028 Artifakts; 26-1029 ZZ Tex – ZZ Top Tribute; 26-1030 Country Nights; 26-1031 Shrek Rave/SHREKNO; 26-1032 Red Not Chili Peppers; 26-1023 B Side Players Inc f/s/o B-Side Players; 26-1033 Los Lonely Boys; 26-1009 Freedom Williams Media Group, LLC f/s/o C&C Music Factory; 26-1004 Mike Donnell f/s/o Chasin’ U – The Morgan Wallen Experience; 26-1017 Debbie Taylor S.O. Inc f/s/o Top of the World – A Carpenters Tribute; 26-1081 Farit Sanchez f/s/o Banda Raices Sinaloenses; 26-1020 Matthew Phillips; 26-1085 Jason Beckwith f/s/o KISSED Alive – A Tribute to KISS; 26-1018 Secret Knock, LLC f/s/o Jefferson Starship; 26-1024 Brownies and Lemonade Inc
  - 2026 San Diego County Fair Judging Agreements  
26-401 Thomas Timkanic; 26-402 Anna Belani-Ellis; 26-403 Jay Bileti; 26-404 Emily Bloom; 26-405 Lauren Cain; 26-406 Rick DeLucio; 26-407 Ryan Hart; 26-408 Adam Jesberger; 26-409 Dane Kuta; 26-410 Tami Wong; 26-411 Kira Boccia-Fenlason; 26-412 Isabel Pacheco; 26-413 Tom Stolzer; 26-414 Robin Taylor; 26-415 Margarita Guadalupe Desilagua Young; 26-416 Tasha Arden; 26-417 Mike Lee; 26-418 Frank Hilliker; 26-419 Hilary Kearney; 26-420 Mimi Bowie; 26-421 Natalie Carlberg; 26-422 Delanie Craighead; 26-423 Christina Waters; 26-424 Karen Pouliquen

- 2026 San Diego County Fair Commercial Vendor Agreements  
 26-1440 3P Enterprise; 26-1441 AC Bees Honey; 26-1442 A Blend Above LLC; 26-1443 Action Orthotics; 26-1444 Action Promotions; 26-1445 Advanced Exteriors, Inc.; 26-1446 AH Studio; 26-1447 We Have Your Flag; 26-1448 All About Dips; 26-1449 All Around Products; 26-1450 Amahu LLC; 26-1451 Amazon Wonders; 26-1452 Amazon Wonders; 26-1453 American Home Remodeling; 26-1454 Artisana Gift; 26-1455 Avalon Scott; 26-1456 Avi Unique Jewelry; 26-1457 Azero Monogram LLC; 26-1458 Barbie Godoy Studio; 26-1459 Bath Makeover by Shugarman's, Inc; 26-1460 BBrews LLC; 26-1461 Belt Bonanza; 26-1462 Bhu Namdol; 26-1463 Black & White Art Studio; 26-1464 Borgil Enterprises; 26-1465 Bosky Hat Co LLC; 26-1466 Buddha's Gift; 26-1467 By Banger LLC; 26-1468 Cali Charmz; 26-1469 California Gemstones; 26-1470 California Solutions; 26-1471 Calipso Enterprises; 26-1472 Careco LLC; 26-1473 Cats & Crystals; 26-1474 Chapman Fashion Int.; 26-1476 Chapman Fashion Int.; 26-1477 Corky's Signs; 26-1478 Country Wide Liquidator; 26-1479 Creative Henna; 26-1480 Creative :LegacyX; 26-1481 Hall's Culligan Water; 26-1482 Crown US Inc.; 26-1483 D & M Rock & Gem; 26-1484 D'Moncayo Investments, LLC; 26-1485 Dandy Souvenirs; 26-1486 Deoja Creations, LLC; 26-1487 Di-Lar Industrial Supply Inc.; 26-1488 Discount Pictures Mart dba SoCal Arts; 26-1489 Ego Electric Bikes San Diego; 26-1490 ELAUN; 26-1491 Embroidery Unlimited; 26-1492 Euroshine USA, Inc.; 26-1493 Eye Kandy Cosmetics; 26-1494 Eyephoria Iris Photography; 26-1495 F & R Body Art; 26-1496 Fun Water Outdoor Inc.; 26-1497 Forest Art; 26-1498 Health Quest Enterprises; 26-1499 Garhua; 26-1500 Gecko Hawaii LLC; 26-1501 Geodes Jean P Bucher; 26-1502 Geoshi Designs; 26-1503 Ghost Scream Hot Sauce; 26-1504 Grizzly Joe's Seasoning; 26-1505 Gnome Hollow Candle and Soap Co.; 26-1506 H.I.S.C., Inc; 26-1507 Happy Cheeks Face Painting; 26-1508 Hawaiian Jewelry Inc.; 26-1509 Hawaiian Moon; 26-1510 High Seas Trading Co.; 26-1511 House of Pistachios; 26-1512 Huaraches Artesanales Sahuayo; 26-1513 Hydro Magnetic Systems (Superior Water); 26-1514 INDOCRAFT; 26-1515 Inka's Art; 26-1516 Innovated Designs; 26-1517 International Gift; 26-1518 International Leather; 26-1519 J.H. Store; 26-1520 Jan Cates dba The Cates Company; 26-1521 Jana Mcknight DBA My Fair Photo; 26-1522 JCD Enterprises; 26-1523 Jhana International Inc; 26-1524 K&M Brothers LLC; 26-1525 Kailani's Crafts; 26-1526 Karen Doyle; 26-1527 Kelly Styles; 26-1528 L.A. International Marketing, Inc.; 26-1529 Lakeside Product Inc.; 26-1530 Leabrig; 26-1531 LeafFilter North, LLC; 26-1532 Lea's Chinese Gifts; 26-1533 Live Aloha Designs; 26-1534 Luxe Retail LLC; 26-1535 M & E SALES; 26-1536 Mark Enterprises Inc; 26-1537 Marketing Management Inc.; 26-1538 MCS Jewelry; 26-1539 MCS Jewelry; 26-1540 Mi Amor Vintage & Decor; 26-1541 Modern Sunshine; 26-1542 Mojo Sports LLC; 26-1543 Mule Inc; 26-1544 My Green Home, Inc.; 26-1545 My Green Home, Inc.; 26-1546 Natures Galore LLC; 26-1547 Navera LLC; 26-1548 New England Leatherworks; 26-1549 Nicholas Ivins Art & Illustration; 26-1550 Nifty 50's; 26-1551 Norwex; 26-1553 O'Ryan LLC; 26-1554 O'Ryan LLC; 26-1555 O'Ryan LLC; 26-1556 Ocean Sales Ltd.; 26-1557 OG Images; 26-1558 Omar Industries; 26-1559 Professional Wine Opener; 26-1560 Paul's Products; 26-1561 Pet Walker Plus; 26-1562 Pipe Sports; 26-1563 Poppers Toy Store; 26-1564 Precious Petals Clothing; 26-1565 Premium Cashmere; 26-1567 Pristine Promotions LLC dba Gadgets & Neat Stuff; 26-1568 Primera Enterprises; 26-1569 Progressive Security Screens; 26-1570 Psychic Shoppe; 26-1571 Puzzle Light Co.; 26-1572

- Rama Handicraft; 26-1573 Rayne Water; 26-1574 Redfern Ent. Inc.; 26-1575 Refreshed Enterprise; 26-1576 Refreshed Enterprise; 26-1577 Refreshed Enterprise; 26-1578 Remember When Photos; 26-1579 Renewal by Anderson; 26-1580 Renewal by Anderson; 26-1581 The Amber Gift Shop; 26-1582 Sameday Heating & Air Conditioning; 26-1583 San Diego Crystals & Jewelry LLC; 26-1584 Scotlin Scents LLC; 26-1585 Shane Lee; 26-1586 Shasta Fashions; 26-1587 Sheena Chou DBA Patchy Patchenstein; 26-1588 So Relax California, Inc.; 26-1589 Sunny West; 26-1590 Sunshine Kitchen Products; 26-1591 System Pavers; 26-1592 T-Town B&C Ventures, LLC DBA Happy Place; 26-1593 TGS Trading Company; 26-1594 Airbrush Shop; 26-1595 The Caricature Entertainment; 26-1596 The Caricature Entertainment; 26-1597 The Caricature Entertainment; 26-1598 DamonArts Event Caricatures; 26-1599 DamonArts Event Caricatures; 26-1600 TLG Adhesives LLC; 26-1601 ToeAsis; 26-1602 Traeger Pellet Grills LLC; 26-1603 Trimlight San Diego Inc.; 26-1604 Tropical Attitudes Gear; 26-1605 Tupperware; 26-1606 U.S. Jaclean, Inc.; 26-1607 UNCOMMON USA; 26-1608 West Coast Innovations Int'l; 26-1609 West Coast Innovations Int'l; 26-1610 Weststar Chimney Sweeps; 26-1611 Yurivilca's Made
- 2026 San Diego County Fair Concession Agreements  
26-1439 Uptown Photos, Inc.

10. **ADJOURNMENT**



**22<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION**  
**Board of Directors Meeting**  
Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard, Del Mar, CA 92014  
**March 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](https://www.delmarfairgrounds.com) website:*

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

**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 9:35 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 5-12 of transcript)

Veronica Arvizu, Shaun Beard, Martha Sullivan, Jack Hamilton

**CONSENT CALENDAR**

**PUBLIC COMMENT ON CONSENT CALENDAR** (see page 12 of transcript)

None

Director Blair moved to approve the Consent Calendar. 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.

## **EXECUTIVE REPORT**

- A list of boards, committees, and standing meetings of the CEO can be found on pages 87-92 of the packet.
- CCO Hallman recapped the three Fairgrounds 2050 open house events held in February in Clairemont, Carlsbad, and Southeast San Diego, where community members provided ideas and advice on the future of the Del Mar Fairgrounds. This followed six open house events in fall 2025. Following the in-person events, the 22<sup>nd</sup> DAA launched an online survey to collect additional input, and as of the March 10 Board meeting, more than 700 people had submitted responses.
- Don Diego Scholarship Foundation Executive Director Ashley McCaughan reported that applications for high school seniors are being accepted through March 30. The foundation is also working on arranging bus transportation for Title I schools in San Diego for this year's Plant\*Grow\*Eat event in May.
- Melissa Ortiz of Activate Human Capital Group presented results of the 2024 employee engagement survey conducted among full-time staff at the District.

PUBLIC COMMENT ON EXECUTIVE REPORT (see page 88 of transcript)

None

## **GENERAL BUSINESS**

### Item 6-A: Audit & Governance Committee Report

Chair Nejabat referred to the report on pages 103-105 of the meeting packet.

PUBLIC COMMENT ON ITEM 6-A (see page 90 of transcript)

None

### Item 6-B: Entertainment & Vendor Relations Committee Report

Committee Chair DeBerry reported that there was no information to share with the Board at this meeting.

PUBLIC COMMENT ON ITEM 6-B (see page 90 of transcript)

None

### Item 6-C: Fair Operations Committee Report

Chair Nejabat referred to the report on pages 106-107 of the meeting packet. Committee Chair Mead introduced COO Mueller, who announced seven more Grandstand concerts, with more to come in April, including the Paddock concert lineup. Fans who sign up for the San Diego County Fair newsletter receive a pre-sale code to buy tickets two days earlier than the general public.

PUBLIC COMMENT ON ITEM 6-C (see page 101 of transcript)

None

Item 6-D: Finance Committee Report

Chair Nejabat referred to the report on pages 108-114 of the meeting packet.

Item 6-D-1: Consideration and vote on whether to approve the proposed Facility Rental Rates beginning in 2027

PUBLIC COMMENT ON ITEM 6-D-1 (see page 102 of transcript)

None

Director Gelfand moved to approve the proposed Facility Rental Rates beginning in 2027. 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-E: Legal Committee Report

Chair Nejabat referred to the report on pages 115-160 of the meeting packet.

Item 6-E-1: Discuss and vote to amend the Exclusive Negotiating Rights Agreement entered into between the District and the City of Del Mar

PUBLIC COMMENT ON ITEM 6-E-1 (see pages 105-106 of transcript)

Ashley Jones, Jewel Edson

Director Schenk moved to approve the proposed amendments to the ENRA as presented in the meeting packet. Director Gelfand 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-F: People & Culture Committee Report

Chair Nejabat referred to the report on pages 161-166 of the meeting packet.

PUBLIC COMMENT ON ITEM 6-B (see page 126 of transcript)

None

Item 6-G: Regulatory & Government Affairs Committee Report

Chair Nejabat referred to the report on pages 167-168 of the meeting packet.

PUBLIC COMMENT ON ITEM 6-B (see page 126 of transcript)

None

Item 6-H: RTA-SRTLTC Meetings Report

Director Arabo recapped the meetings and actions of the State Race Track Leasing Commission and Del Mar Race Track Authority, and reported that Director Mead was elected to serve as the Authority's next president.

PUBLIC COMMENT ON ITEM 6-H (see pages 129-131 of transcript)  
Martha Sullivan

Item 6-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

Director Arabo requested that the following items appear on a future Board meeting agenda:

- A discussion with officials from the City of Del Mar, the California Department of Housing and Community Development, and SANDAG regarding SANDAG's plans to realign railroad tracks in Del Mar.

PUBLIC COMMENT ON ITEM 6-I (see page 134 of transcript)  
None

**RECESS TO CLOSED EXECUTIVE SESSION**

The Board recessed to a lunch break followed by Closed Executive Session at 11:40 a.m.

**RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 2:24 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.

**MATTERS OF INFORMATION**

Correspondence can be found on pages 169-174 of the meeting packet. Contracts executed per the CEO's delegated authority can be found on pages 175-199 of the meeting packet.

**ADJOURNMENT**

There being no further business to discuss, Chair Nejabat adjourned the meeting at 2:25 p.m.

---

Carlene Moore  
Chief Executive Officer

# ITEM 6 – Consent Calendar

## April 14, 2026

### Expense Contracts

Standard Agreements Exercising Option Years				
<b>Contract #:</b> 22-031 AM4	<b>Contractor:</b> William Scotsman, Inc.	<b>Acquisition Method:</b> IFB	<b>Term:</b> 5/23/2022 - 7/23/2027	<b>Not to Exceed:</b> AM4 \$112,337.82 (Total Contract Value = \$577,952.22)
	<b>Purpose:</b> To provide office trailer rental services.			
<b>Contract #:</b> 23-001 AM2	<b>Contractor:</b> United Site Services of California, Inc.	<b>Acquisition Method:</b> IFB	<b>Term:</b> 5/12/2023 - 7/13/2028	<b>Not to Exceed:</b> AM2 \$32,712.44 (Total Contract Value = \$93,867.22)
	<b>Purpose:</b> To provide temporary fencing rental and installation services.			
<b>Contract #:</b> 23-007 AM2	<b>Contractor:</b> Raphaels Party Rentals	<b>Acquisition Method:</b> IFB	<b>Term:</b> 5/15/2023 - 7/10/2027	<b>Not to Exceed:</b> AM2 \$180,795.32 (Total Contract Value = \$857,664.63)
	<b>Purpose:</b> To provide rentals of tents, canopies, and exhibit decor with installation and removal services.			
<b>Contract #:</b> 23-008 AM2	<b>Contractor:</b> Prestige Golf Carts	<b>Acquisition Method:</b> IFB	<b>Term:</b> 5/10/2023 - 7/10/2027	<b>Not to Exceed:</b> AM2 \$59,671.32 (Total Contract Value = \$287,023.20)
	<b>Purpose:</b> To provide rental of electric and gas-powered carts.			
<b>Contract #:</b> 23-021 AM3	<b>Contractor:</b> Harris & Associates, Inc.	<b>Acquisition Method:</b> RFQ	<b>Term:</b> 3/22/2023 - 3/21/2028	<b>Not to Exceed:</b> AM3 No Change (Total Contract Value = \$4,000,000.00)
	<b>Purpose:</b> To provide various environmental studies and document preparation.			
<b>Contract #:</b> 23-041 AM3	<b>Contractor:</b> Audio Design Rentals, Inc	<b>Acquisition Method:</b> RFP	<b>Term:</b> 5/1/2023 - 4/30/2028	<b>Not to Exceed:</b> AM3 \$765,524.00 (Total Contract Value = \$1,888,810.00)
	<b>Purpose:</b> To provide Grandstand stage sound (Group C), instrument rentals and risers (Group F), and ground stages sound (Group H)			
<b>Contract #:</b> 23-042 AM2	<b>Contractor:</b> Stage-Tech, Inc.	<b>Acquisition Method:</b> RFP	<b>Term:</b> 5/1/2023 - 4/30/2028	<b>Not to Exceed:</b> AM2 \$969,661.53 (Total Contract Value = \$2,386,756.36)
	<b>Purpose:</b> To provide ground stages, lighting and stage lighting structures (Group D), grounds truss, lighting, and lighting structures (Group E), and SL260 and ramps (Group G)			

Standard Agreements Exercising Option Years (continued)				
<b>Contract #:</b> 24-023 AM1	<b>Contractor:</b> Republic Services, Inc.	<b>Acquisition Method:</b> IFB	<b>Term:</b> 6/1/2024 - 5/31/2027	<b>Not to Exceed:</b> AM1 \$161,689.80 (Total Contract Value = \$458,094.50)
	<b>Purpose:</b> To provide waste hauling services			
<b>Contract #:</b> 24-031 AM1	<b>Contractor:</b> K&M Pest Solutions	<b>Acquisition Method:</b> IFB	<b>Term:</b> 7/4/2024 - 7/3/2027	<b>Not to Exceed:</b> AM1 \$91,034.00 (Total Contract Value = \$267,734.00)
	<b>Purpose:</b> To provide pest control services			

Standard Agreements Exempt from Competitive Solicitation				
<b>Contract #:</b> 26-023	<b>Contractor:</b> Show Imaging Inc.	<b>Categorical Exemption / Exception:</b> Highly Specialized Consultants	<b>Term:</b> 4/14/2026 - 7/6/2026	<b>Not to Exceed:</b> \$84,469.57
	<b>Purpose:</b> To provide fabrication, installation, and teardown of the truss structure at the O'Brien Gate			
<b>Contract #:</b> 26-024	<b>Contractor:</b> Wonderful Things, Inc. DBA Main Street Banner USA	<b>Categorical Exemption / Exception:</b> Highly Specialized Consultants	<b>Term:</b> 5/7/2026 - 7/10/2026	<b>Not to Exceed:</b> \$80,000.00
	<b>Purpose:</b> To provide installation and removal of décor and flags for the 2026 SDCF.			

Standard Agreements from Competitive Solicitation				
<b>Contract #:</b> 26-025	<b>Contractor:</b> R.W.B. Party Props, Inc.	<b>Acquisition Method:</b> Sole Source	<b>Term:</b> 4/15/2026 - 7/11/2026	<b>Not to Exceed:</b> \$77,000.00
	<b>Purpose:</b> To provide stage props, set design, and decorations throughout the SDCF.			
<b>Contract #:</b> 26-026	<b>Contractor:</b> Shoreline Land Care, Inc. dba Landcare Logic	<b>Acquisition Method:</b> Informal Procurement Process	<b>Term:</b> 4/15/2026 - 7/31/2027	<b>Not to Exceed:</b> \$95,000.00
	<b>Purpose:</b> To provide labor to set-up and remove temporary block garden displays for the 2026 and 2027 San Diego County Fairs.			
<b>Contract #:</b> 26-028	<b>Contractor:</b> Dekra-Lite Industries, Inc.dba SD Street Banners	<b>Acquisition Method:</b> Categorical Exemption: Marketing and Media Services	<b>Term:</b> 4/15/2026 - 7/31/2026	<b>Not to Exceed:</b> \$80,000.00
	<b>Purpose:</b> To provide banner installation and removal services in various cities / communities throughout the San Diego.			

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

22-031

AMENDMENT NUMBER

4

Purchasing Authority Number

GL#:550100-40

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Williams Scotsman, Inc.

2. The term of this Agreement is:

START DATE

May 23, 2022

THROUGH END DATE

July 23, 2027

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

\$577,952.22

Five Hundred Seventy Seven Thousand Nine Hundred Fifty Two Dollars and Twenty Two 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 term end date by one year and increasing the dollar amount by \$112,337.82. The maximum amount of this Agreement is hereby increased from \$465,614.39 to \$577,952.22. The Through End Date is hereby amended from July 23, 2026 to July 23, 2027.

Amendment Effective Date: July 23, 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.)

Williams Scotsman, Inc.

CONTRACTOR BUSINESS ADDRESS

4646 E. Van Buren St. Suite 400

CITY

Phoenix

STATE

AR

ZIP

85008

PRINTED NAME OF PERSON SIGNING

John Searcy

TITLE

Director/General Manager - San Diego

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
 SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- A. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
- B. The Contractor agrees to provide to the 22<sup>nd</sup> District Agricultural Association (“District”) / Del Mar Fairgrounds (“Fairgrounds”) with Office Trailer and Furniture Rental Services as described herein:

The Contractor shall provide trailers, furniture, and moving/blocking and leveling the district’s owned 12’x41’ restroom trailer.

- C. The services shall be performed at the Del Mar Fairgrounds, 2260 Jimmy Durante Blvd, Del Mar CA 92014.
- D. The services shall be provided during the district’s annual county fair. For 2024, the San Diego County Fair (SDCF) will be held from June 12-July 7, 2024. The 2024 SDCF set-up will begin the week of May 26, 2024, and tear down will take place the week of July 8, 2024, with exact dates to follow.
- E. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Contractor: William Scotsman, Inc.
Name: Henry Rivera, Production and Entertainment Director	Name: Robert Walters, Legal Contracts Analyst
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 901 S. Bond Street, Suite 600 Baltimore, MC 21231
Phone: 858-792-2342	Phone: 410-933-5344
e-mail: hrivera@sdfair.com	e-mail: Robert.Walters@willscot.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**

At the direction of District Management, the Contractor shall provide office trailer rentals services for the fairgrounds in accordance with the specifications herein.

- A. District will provide Contactor with annual delivery and removal dates for fair time trailers as listed in Exhibit A. The SDCF fair dates are subject to change annually, which may affect the trailer rental/service duration dates.
- B. All trailers must be clean, with presentable appearance inside and out for the general public, as well as in good working condition with all safety features in place to be fully functional. All trailers are subject to the acceptance of District Management, or their designee.
- C. Contractor acknowledges the inherent risk for normal wear and tear to Contractor’s trailer equipment as part of their operation. Therefore, Contractor shall not hold District liable for

**EXHIBIT A  
SCOPE OF WORK**

normal wear and tear to trailer rentals, including cleaning and minor scratches. District will be responsible for trailer damage due to negligence or misuse of trailers.

- D. The District does not guarantee the exact amount of services to be used as the District cannot guarantee the occurrence of equipment service rental needs generated by facility use. Contractor agrees to provide the following trailers, furniture, and services:

**Star Dressing Room or similar**

Department: Production and Entertainment

Location: Horse Track

Contact: Henry Rivera; 858-740-9423

Size and Description: 10'x44' Office Trailer with stair/steps to two (2) exterior doors and two (2) interior doors from reception area to dressing room, air conditioning, security windows, interior window treatments, one (1) restroom with shower, holding tank and electric water heater.

Rental Duration: Annual delivery will typically be needed ten (10) days prior to opening day of the SDCF, and pick-up will typically be needed two (2) days after the closing day of the SDCF.

**Band Dressing Room #1 or similar**

Department: Production and Entertainment

Location: Horse Track

Contact: Henry Rivera; 858-740-9423

Size and Description: 12'x56' (Box Dimensions) Double Office Trailer with stair/steps to two (2) exterior doors and one (2) interior door from reception area to dressing rooms, air conditioning, security windows and interior window treatments.

Rental Duration: Annual delivery will typically be needed ten (10) days prior to opening day of the SDCF, and pick-up will typically be needed two (2) days after closing day of the SDCF.

**Band Dressing Room #2 or similar**

Department: Production and Entertainment

Location: Horse Track

Contact: Henry Rivera; 858-740-9423

Size and Description: 12'x56' (Box Dimensions) Double Office Trailer with stair/steps to two (2) exterior doors and one (2) interior door from reception area to dressing rooms, air conditioning, security windows and interior window treatments.

Rental Duration: Annual delivery will typically be needed ten (10) days prior to opening day of the SDCF, and pick-up will typically be needed two (2) days after closing day of the SDCF.

**Cart Base Office or similar**

Department: Production and Entertainment

Location: Infield

Contact: Henry Rivera; 858-740-9423

Size and Description: 8'x28' Double Office Trailer with steps/stairs to two (2) exterior doors, one (1) interior office with door, air conditioning and security windows

## **EXHIBIT A SCOPE OF WORK**

Rental Duration: Annual delivery will typically be needed ten (10) days prior to opening day of the SDCF, and pick-up will typically be needed two (2) days after closing day of the SDCF.

### **Restroom Trailer Rental or similar**

Department: Facilities

Location: Infield

Contact: Henry Rivera; 858-740-9423

Size and Description: Trailer will have standard flushable toilets, which the district plumber will connect sewer and water service. Units Cannot be foot pump (RV style) toilets.

Women's Restroom must have at least four (4) stalls. Men's restroom must have at least two (2) urinals plus one (1) stall and both restrooms must have at least two (2) sinks.

Rental Duration: Annual delivery will typically be needed ten (10) days prior to opening day of the SDCF, and pick-up will typically be needed two (2) days after closing day of the SDCF.

### **Service for District Restroom Trailer or similar**

Department: Production and Entertainment

Location: Horse Track

Contact: Henry Rivera; 858-740-9423

Description: Locate, move, block and level Districts 12'x41' restroom trailer. Installation of District supplied stairs. District to connect plumbing and water supply.

Service Duration: When requested by the District, annual service will typically be needed ten (10) days prior to opening day of the SDCF.

### **Badging Office or similar**

Department: Box Office Department

Location: Green Lot next to Security Trailer

Contact: Henry Rivera 858-740-9423

Description: 10' x 44' (10' x 48' area with towing hitch) double office trailer with 2 exterior doors, 1 interior office door, air conditioning, heating, one ADA approved wheelchair accessible ramp and one set of steps to the other exterior door, one (1) restroom, holding tank, and security windows.

Service Duration: Annual delivery will typically be needed ten (10) days prior to opening day of the SDCF, and pick-up will typically be needed two (2) days after closing day of the SDCF.

### **Drug Testing Restroom or similar**

Department: Carnival Midway

Location: Green Lot near the Box Office

Contact: Katie Mueller

Description: 8'x14' dual (Men's and Women's) restroom trailer with 2 exterior doors and stairs/steps and two (2) holding tanks.

Service Duration: When requested by the District, annual delivery will typically be needed ten (10) days prior to opening day of the SDCF, and pick-up will typically be needed two (2) days after closing day of the SDCF.

### **Drug Testing Office or similar**

**EXHIBIT A  
SCOPE OF WORK**

Department: Carnival Midway

Location: Green Lot near the Box Office

Contact: Katie Mueller

Description: 8' x 20' single office trailer with stairs/steps to one exterior door, air conditioning, heating and security windows.

Service Duration: When requested by the District, annual delivery will typically be needed ten (10) days prior to opening day of the SDCF, and pick-up will typically be needed two (2) days after closing day of the SDCF.

\*Delivery and Pick-up dates subject to change

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

23-001

AMENDMENT NUMBER

2

Purchasing Authority Number

GL#:550100-10

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

United Site Services of California, Inc

2. The term of this Agreement is:

START DATE

May 12, 2023

THROUGH END DATE

July 13, 2028

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

\$93,867.22

Ninety Three Thousand Eight Hundred Sixty Seven Dollars and Twenty Two 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 (2) years and increasing the dollar amount to \$32,712.44. The maximum amount of this Agreement is hereby increased from \$61,154.78 to \$93,867.22. The Through End Date is hereby amended from July 13, 2026 to July 13, 2028.

Amendment Effective Date: July 13, 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.)

United Site Services of California, Inc

CONTRACTOR BUSINESS ADDRESS

7910 Othello Ave

CITY

San Diego County

STATE

CA

ZIP

92111

PRINTED NAME OF PERSON SIGNING

Angela Fleming

TITLE

Government Bid/Contract Lead

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

windscreen material quality issues will not be tolerated; should any problems occur, Contractor shall resolve the problem immediately. It is expected that the Contractor will provide prompt repair or replacement of any faulty fencing as directed by District Management.

- g. **The 22<sup>nd</sup> DAA reserves the right to reject fencing/gates/windcreens based on quality of fencing/gates/windcreens (mesh) or the adequacy of the installation and the Contractor will install new fencing materials and/or correct the adequacy of the fence/gate/windscreen installation, identified by the 22<sup>nd</sup> DAA.**
- h. Contractor agrees to provide the following Fair fencing/gate/windscreen rentals and installation, under the supervision of District's Facilities Director:

**Note:** All distance measurements are in linear feet and dates are subject to change for future Fairs.

- **Production / Coors Light Avenue Stage** anticipated fencing needs during the 2023 San Diego County Fair (installed by June 2<sup>nd</sup> and removed by July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 392-feet in length and 6-feet in height
  - b. 275-feet of **new "Black" heavy mesh/windscreen** – Mesh for this area must completely block public view from outside
  - c. One (1) 10-feet in length and 6-feet in height swing gate with wheel and latch
  - d. One (1) 4-feet in length and 6-feet in height pedestrian gate with latch
- **Production / Funville/Infield Stage** anticipated fencing needs during the 2023 San Diego County Fair (installed by June 2<sup>nd</sup> and removed by July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 532-feet in length and 6-feet in height
  - b. 532-feet of **new "Black" mesh/windscreen**
  - c. One (1) 4-feet in length and 6-feet in height pedestrian gate with latch
- **Box Office Department / Ticket Booth** anticipated fencing needs during the 2023 San Diego Fair installed June 2<sup>nd</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 84-feet in length and 6-feet in height
  - b. 64-feet of **new "Green" mesh/windscreen**
  - c. Two (2) 14-feet in length and 6-feet in height swing gates
- **Security Department / Turf Fence for Crowd Control** anticipated fencing needs during the 2023 San Diego County Fair (installed by May 19<sup>th</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 1050-feet in length and 6-feet in height
  - b. 1050-feet of **new "Green" mesh/windscreen**
  - c. **Must be installed at least 2-feet but no greater than 3-feet away from rail**
- **Del Mar Horsepark** anticipated fencing needs during the 2023 San Diego County Fair (installed June 1<sup>st</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fencing approximately 750-feet in length and 6-feet in height
  - b. 750-feet of **new "Green" mesh/windscreen**
  - c. Three (3) 14-feet in length and 6-feet in height swing gates

## EXHIBIT A SCOPE OF WORK

- **Exhibits Department / Flower Show** anticipated fencing needs during the 2022 San Diego County Fair (installed May 12<sup>th</sup> and removed July 8<sup>th</sup>):
  - a. Standard chain link fencing approximately 230-feet in length and 6-feet in height
  - b. 230' **new "Green"** mesh/windscreen
  - c. One (1) 4-feet in length and 6-feet in height pedestrian swing gate, with latch
  - d. Two (2) 14-feet in length and 6-feet in height swing gates
  - e. Two (2) 20-feet in length and 6-feet in height swing gates
- **Facilities/Frontstretch Housing** anticipated fencing needs during the 2023 San Diego County Fair (installed May 30<sup>th</sup> and removed July 5<sup>th</sup>):
  - a. Standard chain link fencing approximately 380-feet in length and 6-feet in height.
  - b. 380-feet of black mesh/windscreen
  - c. Three (3) 4-feet in length and 6-feet in height pedestrian swing gates, with latch
- **Production/ Paddock Stage** anticipated fencing needs during the 2023 San Diego County Fair (installed June 2<sup>nd</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 540' in length and 6 feet in height
  - b. 540 feet of new black mesh/windscreen
  - c. Production team member will assist with placement
  - d. Weights must be used to prevent fencing from falling over- staking is not permitted on track
- **Production/Grandstand Stage** anticipated fencing needs during the 2023 San Diego County Fair (installed June 2<sup>nd</sup> and removed July 6):
  - a. Standard chain link fence approximately 1000 feet in length and 6 feet in height
  - b. feet of new black mesh/windscreen
  - c. Production team member will assist with placement
  - d. Weights must be used to prevent fencing from falling over- staking is not permitted on track
- **Midway/ West Parking Lot to Special Event Trailer (includes West Gate Tent)** anticipated fencing needs during the 2023 San Diego County Fair (installed May 22<sup>nd</sup> and removed July 6<sup>th</sup>):
  - a. Standard chain link fence approximately 400-feet in length and 6-feet in height, in 28-foot length sections
  - b. 400-feet of **new "Black"** mesh/windscreen
  - c. Two (2) 14 feet in length and 6-feet in height swing gates (large enough to accommodate a fire truck)
- **Livestock/Ag and Education Department** anticipated fencing needs during the 2023 San Diego County Fair (installed May 31 and removed July 6<sup>th</sup>):

**EXHIBIT A  
SCOPE OF WORK**

- a. Two (2) 14 feet in length and 6 feet in height swing gates (large enough to accommodate a fire truck installed between Livestock Barn and Track
- b. 28' of new green mesh/windscreen
- i. District is not financially liable for normal wear, tear and cleaning, maintenance or repair of fencing/gate/windscreen materials rented by District. However, District may be invoiced for repairs and/or cleaning of Contractor fencing materials, due to excessive wear and tear during rental as determined by the District.
- j. Contractor shall have all current licenses/certifications required by law (C-13 – Fencing Contractor) to provide all services and shall perform this work in accordance with all applicable laws and codes. Contractor shall provide District with copies of licenses and certifications within 48 hours, upon District's written request, including electronic email requests by District.
- k. Contractor understands and agrees that the District, at its' sole discretion, may determine that a person or agent (subcontractor) utilized by the Contractor in the performance of this Scope of Work is detrimental to District operations. Determination by the District regarding attire and conduct shall be final and the Contractor agrees to remove such person or agent from operations arising out of this Scope of Work.
- l. The Contractor shall be fully responsible for all acts and omissions of its' 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 Scope of Work and the executed Agreement shall create any contractual relationship between the 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 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.
- m. 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.
- n. The Del Mar Fairgrounds and Horsepark are 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 District property by Contractor. Furthermore, Contractor agrees to dispose of/recycle of all waste according to State and local laws and regulations, including **Exhibit E – Storm Water Pollution Prevention**.
- o. Any additional costs billed by Contractor that are not listed on the Financial Bid Form will be rejected and may cause the District to terminate the contract. Furthermore, the District shall not pay for travel time or down time (labor or equipment), due to defective equipment or lack of qualified labor.
- p. District may also require other fencing/gates/windcreens not listed on the Financial Bid Form, Contractor agrees to provide such fencing at costs similar to other similar items listed on the Financial Bid Form. Therefore, District shall not pay for excessive price

**EXHIBIT A**  
**SCOPE OF WORK**

increases/mark-ups for fencing/gates/windscreen types not listed in the Financial Bid Form, for the Fair or Interim events.

- q. Contractor agrees that any additional fencing requirements shall be billed at rates equal to or similar to the rates as specified on Financial Bid Form. Contractor agrees to provide a written quote for approval by District Management, **prior** to the initiation of any **additional** fencing/gate/windscreen rentals or services. There shall be no cancellation charge (regardless of timing).
- r. The District does not guarantee the exact amount of equipment or services to be used as the District cannot guarantee the occurrence of service needs generated by facility use. Furthermore, District is under no obligation to exercise future option years/terms.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

23-007

AMENDMENT NUMBER

2

Purchasing Authority Number

GL#:550100-50

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

Raphael's Party Rentals

2. The term of this Agreement is:

START DATE

May 15, 2023

THROUGH END DATE

July 10, 2027

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

\$857,664.63

Eight Hundred Fifty Seven Thousand Six Hundred Sixty Four Dollars and Sixty Three 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 option year, extending the contract term by one (1) year and increasing the dollar amount by \$180,795.32. The maximum amount of this Agreement is hereby increased from \$676,868.31 to \$857,664.63. The Through End Date is hereby amended from July 10, 2026 to July 10, 2027.

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.)

Raphael's Party Rentals

CONTRACTOR BUSINESS ADDRESS

8606 Miramar Road

CITY

San Diego

STATE

CA

ZIP

92126

PRINTED NAME OF PERSON SIGNING

Philip Silverman

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**Exhibit A**  
**SCOPE OF WORK**

1. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement. The anticipated term of the resulting contract is expected to be (26) Twenty-Six months and is anticipated to be effective from May 15, 2023, through July 10, 2025, with the possibility of (3) Three one-year options to renew, at the sole and absolute discretion of the 22nd DAA. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.
2. Contractor agrees to provide rentals of tents, canopies and exhibit décor including, installation and removal services for the annual San Diego County Fair, in accordance with the specifications listed herein, for the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, as follows:
  - a. Contractor shall provide rental of tents, canopies and exhibit decor including, installation and removal services as indicated below for the annual San Diego County Fair (Fair). The 2023 San Diego County Fair runs from June 7, 2023, through July 4, 2023. Similar dates will be established for the 2024 fair and subsequent fairs if the District elects to exercise option years.  
Contractor shall provide services and equipment rentals of Tentative Tent & Canopy Structure Requirements as stated in the Pricing Table. The District Manager reserves the right to change and/or add any equipment, specifications, and set-up dates upon reasonable notification to Contractor. The Fair dates changes slightly each year and the dates may be changed to accommodate the timing of the Fair. The timing of installation and removal is critical to the success of the Fair and approaching horse racing meet. Therefore, the Contractors' failure to adhere to specified schedules may result in the immediate termination of this contract. The tear-down will commence, in most cases, two (2) days after the close of the Fair. All other equipment must be removed from the premises no later than seven (7) days after the close of the Fair and any "priorities" shall be determined by District's Manager. All equipment in the Infield needs to be transported either via the tunnel or by way of accessing the track crossover, schedule to be provided by District's Concessions Manager, and equipment in the Infield must be removed usually no later than July 7<sup>th</sup>. This date is subject to change by District Management.
  - b. All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in this contract in a safe manner is included in Contractor's Financial Bid Form. This includes any labor or materials not mentioned but required to make the installation and removal whole, complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations. This includes but is not limited to California State approved fire extinguishers for tents all anchoring mechanisms or other items to secure tents where staking is not permitted.
  - c. Additional equipment required to make the Fair complete but not detailed herein may be ordered by District Management and shall be billed at a rate no greater than the amount charged for similar items included in Contractor's Financial Bid Form. Rates must be approved in advance by District Management.

**Exhibit A**  
**SCOPE OF WORK**

- d. Contractor shall provide an on-call representative of the Contractor with such authority necessary to make adjustments and/or changes as required, available to District Management from 6 AM to 11 PM, with reasonable notice. During set-up time, this representative must supply a cellular phone number to maintain reliable contact with the District Manager. Contractor will also supply a scissor type lift(s) and or other necessary forklift(s) for transporting installation and removal of tents, awnings, and exhibit decor.
- e. District Management reserves the sole absolute right to determine, at its discretion, that any person or agent used by the Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.
- f. **Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA).**
- g. EQUIPMENT QUALITY
  - 1) All tents or canopies must be free span.
  - 2) All equipment and materials used must meet industry standards on workmanship, construction, assembly, anchorage, and safety, and shall be flameproof in accordance with the State of California Requirements. It is the obligation of the Contractor to provide fire extinguishers as prescribed by law.
  - 3) All equipment must be clean and in excellent condition. The District reserves the right to approve the color, condition and quality of all items and/or equipment supplied by the Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately at no cost to the District.
  - 4) Hardware for each category must be clean brushed aluminum, no tape or tape residue may be visible or other unsightly remnants. All canvas or fabric for tents and canopies must be in new or near new condition.
- h. SPECIAL REQUIREMENTS FOR TENTS AND CANOPIES:
  - 1) Access to Racetrack Infield is via tunnel or track crossover. It is limited and set according to a pre-determined schedule, which shall be provided to Contractor by the District's Concessions Manager.
  - 2) All dimensions, quantities and other requirements listed in Financial Forms have been estimated as close to final figures and layout as possible but are subject to final requirements. Tent colors are subject to final approval by District Management.
  - 3) Free span canopy structure schedule has been estimated as close as possible, but is subject to change.
    - a. Installation of canopies and tents generally is a two-week period beginning in 2023 on May 15, 2023 through May 31, 2023 and tear down to commence two

**Exhibit A  
 SCOPE OF WORK**

days after the closure of the fair for a period of 8 days. A specific schedule will be issued to the awarded contractor.

- 4) **All free span structures shall have California approved fire extinguishers as required by California State Law**
- 5) All tents and canopies must be secured in a safe manner to prevent tipping or lifting due to wind or other influences. Staking may be used in most cases. Base plates, weights, anchors or other items used to secure tents must be included in the cost of the canopy where staking is not permitted.
- 6) Lighting will be supplied by an outside contractor.
- 7) The final layout of tents and canopies may vary for each year's Fair. The location and position of the tents and canopies will be identified by District Management. It is the Contractor's responsibility to ensure accurate placement.

i. SPECIAL REQUIREMENTS FOR EXHIBIT BOOTHS, HARDWARE AND DÉCOR ITEMS

- 1) All booths are to be set up in dimensions of 10' x 10', 8' high rear wall, with 3 foot high sidewalls; actual set-up will be according to the final adopted layout. Booth length may vary from 10' to 30'. Booth pricing must be based on the 10' x 10' unit.
- 2) All dimensions, quantities and other requirements in Financial Forms have been estimated as close to final figures and layout as possible and are subject to final requirements. **All materials used must be flameproof in accordance with the State of California Requirements.**
- 3) Generally all pipe and drape are to be installed within a 4 day period and removed in 2 days.
- 4) All drapery required shall be comprised of a fabric material, i.e., banjo cloth, or similar material approved by the District. Velon or any other synthetic or plastic material is unacceptable. Fabric colors are subject to final approval by District Management.
- 5) Lightings will be supplied by an outside contractor.

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

22 <sup>nd</sup> District Agricultural Association	Contractor: Raphael's Party Rentals
Name: Dennis Robbins	Name: Philip Silverman
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 8606 Miramar Road San Diego, CA 92126
Phone: 858-792-4241	Phone: 858-689-7368 X109
e-mail: drobbins@sdfair.com	e-mail: Philip@raphaels.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.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

23-008

AMENDMENT NUMBER

2

Purchasing Authority Number

GL#:550100-50

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

IPC Industries Inc. DBA Prestige Golf Carts

2. The term of this Agreement is:

START DATE

May 15, 2023

THROUGH END DATE

July 10, 2027

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

\$287,023.20

Two Hundred Eighty Seven Thousand Twenty Three Dollars and Twenty 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 option year, extending the contract by one (1) year and increasing the dollar amount by \$59,671.32. The maximum amount of this Agreement is hereby increased from \$227,351.88 to \$287,023.20. The Through End Date is hereby amended from July 10, 2026 to July 10, 2026.

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.)

IPC Industries Inc. DBA Prestige Golf Carts

CONTRACTOR BUSINESS ADDRESS

26525 Jefferson Ave.

CITY

Murrieta

STATE

CA

ZIP

92562

PRINTED NAME OF PERSON SIGNING

Michael Highsmith

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

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

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

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

## EXHIBIT A SCOPE OF WORK

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

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

**EXHIBIT A  
SCOPE OF WORK**

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

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

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.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 16 PAGES

AGREEMENT NUMBER

23-021

AMENDMENT NUMBER

3

Purchasing Authority Number

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

Harris &amp; Associates, Inc.

2. The term of this Agreement is:

START DATE

March 22, 2023

THROUGH END DATE

March 21, 2028

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

\$4,000,000.00

Four Million 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 update the service rates for 2026 in accordance with the contract terms and adds a new lighting subcontractor.

Exhibit B, Attachment I (Rate Sheet) is hereby revised and replaced in its entirety. The revised rates reflect the CPI adjustment for Harris & Associates, Linscott, Law & Greenspan Engineers, Fuscoe Engineering, San Diego Natural History Museum, GHD, and Great Ecology. All other subcontractor rates remain unchanged.

This amendment also adds a new lighting subcontractor to analyze new signs and ensure compliance with CEQA light spill requirements.

The maximum amount of this Agreement remains unchanged. All other terms and conditions of the Agreement remain in full force and effect.

Amendment Effective Date: April 15, 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.)

Harris &amp; Associates, Inc.

CONTRACTOR BUSINESS ADDRESS

2375 Northside Dr. Suite 125

CITY

San Diego

STATE

CA

ZIP

92108

PRINTED NAME OF PERSON SIGNING

Ryan Binns

TITLE

Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

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

The Contractor shall provide assistance with environmental projects including but not limited to: preparation of environmental studies and documents to comply with the California Environmental Quality Act (CEQA) and the California Coastal Act.

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

22 <sup>nd</sup> District Agricultural Association	Harris & Associates, Inc.
Name: Dustin Fuller, Supervising Environmental Planner	Name: Diane Sandman, AICP
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 600 B Street, Suite 2000 San Diego, CA 92101
Phone: 858-792-4212	Phone: 619-481-5001
e-mail: <a href="mailto:dfuller@sdfair.com">dfuller@sdfair.com</a>	e-mail: <a href="mailto:diane.sandman@weareharris.com">diane.sandman@weareharris.com</a>

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**

The Contractor shall provide environmental services, as outlined below, to the District on an as-needed basis for various projects and/or operations at the Del Mar Fairgrounds and Horsepark. The District's Supervising Environmental Planner shall assign specific work to the Contractor to assist the District through the issuance of Task Orders describing in detail the services to be performed. The Contractor shall only perform work that is assigned in an authorized Task Order. The Contract does not guarantee that a Task Order shall be issued.

**A. CEQA Documentation**

Preparation of CEQA documents including Categorical Exemptions/Exclusions; Initial Study; Negative and Mitigated Negative Declarations, Addendums, Environmental Impact Reports, Supplemental Environmental Impact Reports and combinations of above.

**B. Coastal Act Permitting Assistance**

Preparation of Coastal Development Permit applications for District projects. Includes any required Coastal Commissions studies (in addition to any CEQA documents already prepared), compliance assistance with Special Conditions/monitoring, attendance and presentation at Coastal Permit hearings.

**C. Biological**

General Biological – including habitat assessments  
Focused Surveys

**EXHIBIT A  
SCOPE OF WORK**

Maintenance and Monitoring of Least Tern Nesting habitat (including predator control)  
MSCP/MHCP Surveys and Compliance  
Wetlands and Jurisdictional Waters Delineations  
Biological Assessments/State and Federal Endangered Species Act Compliance  
Mitigation Plans  
Preparation of Habitat Mitigation and Monitoring Plans  
Mitigation site development meeting regulatory permitting agency requirements.  
Agency Coordination  
Construction Monitoring and Reporting  
Emergency Project Documentation and Reporting  
Maintenance and Monitoring in compliance with Coastal Commissions standards, including non-native vegetation removal, annual report preparation, additional plantings, soil modification, irrigation repair and maintenance, etc.  
Lake Maintenance and Monitoring including non-native vegetation removal, algae removal, water quality sampling, monthly/annual reporting.

**D. Cultural (CEQA and/or NEPA/NHPA)**

Archeological (including construction monitoring)  
Paleontological (including construction monitoring)  
Historical Resources

**E. Waters/Streambed Permitting**

Includes permit application processing for 401/404 permits as well as 1600 permits.

**F. Air Quality Analysis (including GHG Emissions and Climate Change Analysis)**

Includes the preparation of air quality technical reports. Preparation and calculation of facilities carbon footprint and GHG emissions. Climate change documents that address GHG emissions and ways to reduce.

**G. Noise Studies**

Includes noise monitoring of specific District events at up to three locations per event, provision of monitoring equipment, data interpretation and reporting for review comment by District staff.

**H. Community Impact Assessments/Socio-Economic**

Evaluation and determination of potential impacts to the local community from 22<sup>nd</sup> DAA development/operations as well as any potential socio-economic impacts.

**I. Housing/Affordable Housing**

Includes review, analysis and interpretation of site-specific housing reports/analyses including financial/economic analyses for housing.

**J. Sea Level Rise**

Includes preparation of sea level rise planning documents, sea level rise scenario analysis, and review/comment of City of Del Mar sea level rise planning documents. Preparation of a Coastal Resiliency Plan for District properties.

**K. Traffic and Parking Impact Assessments**

## **EXHIBIT A SCOPE OF WORK**

Includes preparation of various parking/traffic reports/memos for District projects as well as compliance with required parking/traffic monitoring reports for existing Coastal development permits, mitigation requirements, and other legally required studies. Currently there is one annual report required that analyzes parking availability for the annual Fair, Race Meets (summer and Fall); analysis of six local street segments, average traffic volumes on one Fair day, one Race meet day and one day in between the two events with analysis/interpretation and report drafting. This also includes the ability to provide staff to conduct parking counts at various street segments, within District parking lots and up to three off-site lots used only during the annual San Diego County Fair.

### **L. Visual Impact Analysis**

Includes the ability to provide light and glare analysis and spill light analysis.

### **M. Hazardous Materials/Initial Site Assessments**

Capabilities to perform site assessments for hazardous materials, report writing to document and action items/mitigation to resolve any issues that may arise.

### **N. IGP/Phase 2 MS4/General Storm Water**

Guidance on, Preparation or Review of annual documents necessary for Industrial General Permit and Phase 2 Small MS4 permit and/or other Permits as required. Assistance with inspections, annual compliance review and written assessments of District facilities and operations.

Preparation of or review of project specific SWPPPs, Staff/visitor/concessionaire Education and Training Materials, and other documentation as may be required.

### **O. Landscaping/Revegetation/Habitat Restoration Plans**

Preparation of various planning documents and mapping for landscape projects, restoration projects and revegetation plans. Licensed landscape architect.

### **P. Energy Studies**

Includes preparation of and/or assistance with preparation of an RFP to be used to solicit alternative energy and electric vehicle charging stations at District properties.

### **Q. Project Management**

Includes, but not limited to, acting as environmental task manager.

### **R. Public Outreach-**

Includes, but not limited to, developing project informational exhibits for public's awareness of District projects, organizing scoping meetings, attending 22<sup>nd</sup> DAA Board meetings, Coastal Commission hearings and other resource agency meetings/hearings.

### **S. GIS Mapping/Graphics preparation/Survey**

In-house graphic artists for preparation of visual aids for projects. Project mapping. Preparation of as-built documents. Survey crews to document property lines, draft plats and easement documents.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

AGREEMENT NUMBER

23-041

AMENDMENT NUMBER

3

Purchasing Authority Number

GL#:550100,600100

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

Audio Design Rentals, Inc

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

April 30, 2028

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

\$1,888,810.00

One Million Eight Hundred Eighty Eight Thousand Eight Hundred Ten Dollars and Zero Cents

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

The purpose of this Amendment is to exercise the second two-year option, extend the contract term by two (2) years, increase annual compensation, and adjust equipment costs as set forth herein.

The Agreement amount is increased by a total of \$765,524.00, which includes:

An annual increase of Three Hundred Fifty-Two Thousand Eight Hundred Twelve Dollars (\$352,812.00) for each of the two (2) additional years;

An annual increase of Twenty-Five Thousand Dollars (\$25,000.00) for O'Brien Stage equipment; and

An annual increase of Four Thousand Nine Hundred Fifty Dollars (\$4,950.00) for Group C equipment.

The maximum amount of this Agreement is hereby increased from \$1,123,286.00 to \$1,888,810.00.

The Budget Detail and Payment Provisions (Exhibit B) has been revised to reflect the changes outlined above and is hereby replaced in its entirety.

The Through End Date is hereby amended from April 30, 2026 to April 30, 2028.

Amendment Effective Date: April 30, 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.)

Audio Design Rentals, Inc

CONTRACTOR BUSINESS ADDRESS

1555 Fayette St.

CITY

El Cajon

STATE

CA

ZIP

92020

PRINTED NAME OF PERSON SIGNING

Lawrence Ashburn

TITLE

Chief Financial Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**A. SERVICES OVERVIEW**

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

Audio Design Rentals, Inc. hereinafter referred to as the Contractor, shall provide to the 22<sup>nd</sup> District Agricultural Association, herein after referred to as District, the following tasks, technical specifications or equipment requirements described below. All terms are fixed and non-negotiable.

Note, where measurements in feet and/or inches are not specifically spelled out 60-feet in length, will be represented by 60' for example and 12-inches in length, will be represented by 12" for example.

At the direction of District Management, the Contractor shall provide Grandstand Stage Sound (Group C), Instrument Rentals and Risers (Group F), and Ground Stages Sound (Group H), in accordance with the specifications for outlined herein.

The contract term shall be for one (1) year effective from May 1, 2023, through April 30, 2024, with the possibility of two (2) 2-year options to renew. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

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

22 <sup>nd</sup> District Agricultural Association	Audio Design Rentals, Inc
Name: Henry Rivera, Production and Entertainment Director	Name: Lawrence Ashburn, CFO
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 1555 Fayette St El Cajon, CA 92020
Phone: (858) 792-2342	Phone: (858) 336-6239
e-mail: <a href="mailto:hrivera@sdfair.com">hrivera@sdfair.com</a>	e-mail: <a href="mailto:larry@audiodesignrentals.com">larry@audiodesignrentals.com</a>

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

**B. GENERAL REQUIREMENTS**

1. Contractor agrees to immediately notify District Electrician and Production/ District Manager of any hazardous electrical conditions.
2. Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA) and to comply with National Electric Code (NEC) and other enforcement agencies. All equipment used shall be deemed to be safe and in good condition.
3. Contractor shall be provided limited parking and admission credentials to all workers

**EXHIBIT A  
SCOPE OF WORK**

4. Contractor shall work with District Management to develop an identification badge for staff to be worn at all times while working for the District. During events, these identification badges shall be presented at entry points designated by District Management.
5. Contractor agrees that no additional charges will be assessed against District for installation, maintenance, or tear-down.

**C. GROUP C – GRANDSTAND STAGE SOUND TASKS AND DELIVERABLES**

Contractor shall professionally and efficiently provide the Grandstand Stage Audio/Sound System for the annual San Diego County Fair. Contractor will provide a professional quality concert sound system, in an outdoor grandstand area, approximately 150' deep by 400' wide by 80' high. Contractor shall also provide the staff and the personnel in order to operate and maintain the system. These events attract approximately 1.2 million visitors. Therefore, sound quality and aesthetic value of equipment is vital to successful attendance, of a venue with capacity for 9,000 patrons. System should be capable of stereo and should be able to produce 115 dBA from 40Hz to -40kHz at 50 yards with negligible distortion. Front of house system must be a four (4) way or five (5) way system. Components of the system should be of the same high quality and should be well matched and integrated. Mains will be flown, unless otherwise directed by the District. The Out fills will also be flown. Stage dimensions are approximately 60' wide by 40' deep by 6'-8' high with a trim height of 40' to the low steel. Sound wings are approximately 20' wide by 16' deep by 6'-8' high with a trim height of 40'.

C.01 Speaker System-Line Array System – Speakers must be L'Acoustics K1/K2  
W/L'Acoustic SB28 Subs or D&B J Series w/ D&B J Subs or JBL VTX-25 w/VTX B28 Subs.

- a. MAIN PA Flown- twenty-four to thirty-two (24-32) enclosures total.
- b. Subwoofers- twelve to sixteen (12-16) total enclosures, each including at least two (2) 18" drivers or transducers. Enclosures can be flown with approval of Roof company.
- c. Front Fills – Four (4) Low Profile or Stand Mountable hi power front fills.
- d. Out Fills PA- Flown off sound wings, Eight to twelve (8-12) Enclosures total.

C.02 Rigging Requirements:

- a. The system must be flown from the stage roof, which is a structural, load bearing roof. Weight, load, location will be shared with roof provider for approval.
- b. Contractor shall provide all rigging for their system. This will include, but is not limited to, the following: rigging labor, ALL one-ton chain motors, motor cables, motor distribution and controller, all steel, shackles, span sets, rigging ropes, block and falls for cable picks (this can also be motors).

C.03 Main System Power – Total system power should be the optimal level for the enclosures provided.

## EXHIBIT A SCOPE OF WORK

C.04 Crossovers – All necessary active variable electronic or digital crossover networks for peak system performance are required.

C.05 House FOH and Monitor Consoles (All standard and necessary support equipment for consoles such as Digital racks, servers, and Laptops to be included with consoles). House console must be one of the following: Yamaha PM5d RH, CL5, and AVID Profile.

C.06 Available Touring Consoles. Any consoles not on this list may be provided for additional charge but must be approved by the District Production Manager.

- **5 x** Digico SD5 with SD Rack and Opticore
- **5 x** Digico SD8 with SD rack and Opticore
- **5 x** Digico SD10 with SD rack and Opticore
- **5 x** Avid S6L 32D

C.07 Snakes and Splitters:

- a. 300' main snake with sufficient pairs to utilize all available inputs, sends and returns are required.
- b. Contractor shall provide digital snake to match the FOH console.
- c. Assorted stage sub-snakes: all appropriate splitters for stage/house/monitors are required.

C.08 Monitor Enclosures:

- Sixteen (16) –Made by a Professional Manufacturer, floor wedge enclosures (two-way, bi-amped) each containing:
  - 12" or 15" transducers with 1" or 2" compression driver/horn
- Four side fill enclosures (stereo, 3-4-way, fully active) containing appropriate components.
- Two drum fill enclosures (3-way, fully active) containing at least: 2' x 15" compression driver/horn in each enclosure.

C.09 Monitor Power – Total power for monitor system should be approximately 12,000 watts, including side fill, drum fill and cue mix.

C.10 Monitor Processing – On board console and external as needed.

C.11 Monitor Effects – On board console and external as needed.

C.12 Wireless

- Four (4) wireless microphone systems are required. Shure UHF-R or Shure UR4D systems.
- Six (6) in ear monitor systems. PSM900 IEM systems or Sennheiser G3 systems or better.

C.13 Microphones, Direct Boxes, Stands, Etc.:

**EXHIBIT A  
SCOPE OF WORK**

- a. Below selection of assorted microphones is required.
    - Twelve (12) – Shure SM-58
    - Twelve (12) – Shure SM-57
    - Six (6) – Shure Beta 58
    - Six (6) – Shure Beta 57
    - One (1) – Shure SM-91
    - Two (2) – AKG 451
    - Two (2) – Sennheiser 421
    - Two (2) – Sennheiser 441
    - One (1) – EV RE-27
    - Six (4) – EV ND-408
  - b. Sixteen (16) Whirlwind Director DI's direct boxes are required.
  - c. An assortment of approximately forty (40) microphone stands and assorted boom arms, goosenecks, drum clamp-Ons and amplifier angle irons are required.
- C.14 Communications – A three (3) position Clean Com System (i.e. house, monitors, stage manager) with all necessary cabling, belt packs and headsets, is required.
- C.15 Power Distribution:
- a. 100 feet of main feeder cable, which meets NEC electrical codes, is necessary.
  - b. All necessary panels for distribution of power to sound system and stage are required.
  - c. All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage/band power requirements is required.
- C.16 Personnel:
- a. A minimum of two (2) qualified, competent technicians/operators must be provided to set-up, rig, operate and strike the system. Technicians must have at least 3 years of experience on supplied equipment.
  - b. Technicians must be available “on-call” from 10:00am to 11:00pm during show days for technical, operational or supervisory assistance.
  - c. Technicians must be present for the initial sound set-up, all 16-18 Grandstand Show Days and the final sound strike.
  - d. Technicians must be present when the Artist arrives and will remain on-site through the strike of each day or nights' concert. Average call is fourteen (14) hours per day.
  - e. Technicians will be on call to operate mix, monitors or both, should Artist not bring their own sound engineers.
  - f. Technicians will be required to assist in load-out and re-hanging of system whenever the visiting Artist's production services are utilized.
  - g. There are to be no more than four (4) different technicians throughout the run of the Fair.
  - h. Technicians are to be uniformed in appropriate, professional attire. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.

## EXHIBIT A SCOPE OF WORK

### C.17 Maintenance:

- a. The system must be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Production Manager two (2) days prior to opening day of the Fair. The final strike date will be the night of the last day of the Fair. The District will assist with load-in and load-out at the discretion of the District Production Manager.
- b. Contractor shall provide all necessary equipment and labor to keep the system operating at maximum potential.
- c. Contractor shall provide prompt repair or replacement of any faulty equipment.

### D. GROUP F – INSTRUMENT RENTALS AND RISERS TASKS AND DELIVERABLES

The Contractor shall provide rental of the following equipment outlined below. The District will require two (2) professional electric pianos with stand, seat, and pedals with the ability for District technicians to roll from stage to stage as need during the entire length of the Fair. The District will also require an assortment of risers for the entire length of the Fair. These must be dropped off at least 24 hours prior to the beginning of each Fair and collected the night of the last day. Instrument/backline rentals listed below are anticipated to be needed for just one (1) day in length.

- a. Equipment:
  - Fender Bassman
  - Fender Twin (reissue)
  - Fender Twin (vintage)
  - Marshall 100-watt w/4 x 12 speaker cabinet
  - Marshall 50-watt w/4x 12 speaker cabinet
  - Mesa Bogie w/2 x 12 or 4 x 12 speaker cabinet
  - Mesa Boogie Mark IV
  - Mesa Boogie Lone Star 2x23 combo
  - Peavey Nashville 400
  - Roland JC-120
  - VOX AC 15 amp
- b. Bass Amplifiers:
  - Ampeg SVT (amp) w/8 x 12 speaker cabinet
  - GK RB-800 (amp)
  - Goliath 4 x 10 bass speaker cabinet
  - Hartke 1 x 15 bass speaker cabinet
  - Hartke 4 x 10 bass speaker cabinet
  - Peavey Bass Rig
  - SWR 400
  - SWR 900
  - Mesa Boogie M9
  - Mesa Boogie 4x10 cabinet
  - Mesa Boogie 1x15 cabinet

## EXHIBIT A SCOPE OF WORK

c. Keyboards:

- 1-tier, 2-tier and 3-tier keyboard stands
- 12-channel Mackie mixer
- 24-channel Mackie Mixer
- 8-channel Mackie mixer
- Nord Stage 3 with sustain pedal
- Nord Electro 3
- Hammond B-3 w/Leslie
- Hammond XB-2
- Korg 01WFD
- Korg M1
- Korg SGID
- Kurzweil K-2000
- Kurzweil PC 88
- Kurzweil K-2500
- Roland D-50
- Roland D-70
- Roland JD-800
- Roland Juno 2
- Roland JV-90
- Roland RD-300
- Roland RD-500
- Roland S-550 (rack mount)
- Roland U 220 Module
- Pioneer CDJ-2000
- Yamaha Motif XF-8 with Yamaha sustain pedal
- Yamaha Motif XF-7 with Yamaha sustain pedal
- Yamaha Motif ES-6 with Yamaha sustain pedal
- On-Stage Keyboard seat DT8500 Throne with Backrest

d. Drum Risers:

- Manufacture by All Access or comparable manufacturer
- Heights of 6", 1', and 2'
- Piece Dimensions of 4' x 8'
- Configured w/ or w/o wheels
- Stair units to complement
- Appropriate skirting to be available.
- Must be able to roll and lock, with different leg sizes.

e. Drums:

- DW drum kit
- LP Congas w/stand
- LP or Toca Bongos w/stand
- Pearl drum 5-piece kit

## EXHIBIT A SCOPE OF WORK

- Tama drum 5-piece kit
  - Yamaha drum 5-piece kit
  - Ludwig Classic Maple 5-piece kit
  - Zildjian 15" Hi-Hats
  - Zildjian 20" Crash
  - Zildjian 20" Sweet Crash
  - Zildjian 22" Light Ride
  - Roland SPDS-X
  - Drum shield (5 panel plexi glass)
- f. DJ Equipment:
- Pioneer DJM 900
  - Nexas Mixer
  - CDJ 2000 Nexas
  - Pioneer DJ PLX-500-K
  - Denon DJ MC4000

Contractor agrees that all equipment rented must be in good working condition, generally less than five (5) years old. District shall not pay for down time due to defective equipment. Contractor shall provide prompt repair or replacement of any faulty equipment. All delivered equipment is subject to the acceptance of District Management. Contractor must have technical staff (Backline technician) available for on-site backline set-up and tear-down and to troubleshoot.

### E. GROUP H – GROUND STAGES SOUND TASKS AND DELIVERABLES

Contractor agrees to provide professional quality sound systems for the Grounds Stages during the annual San Diego County Fair for the 22<sup>nd</sup> District Agricultural Association. Contractor shall professionally and efficiently provide high quality sound services for the Paddock, Avenue, and Infield stages, during the annual San Diego County Fair. Contractor shall also provide the qualified staff and the personnel in order to operate and maintain the system(s). The San Diego County Fair is one of the largest fairs in North America and the largest special event in San Diego County, attracting nearly 1.4 million visitors. Therefore, sound quality and aesthetic value of equipment is vital to successful attendance. Contract price must be inclusive of all equipment and services including, but not limited to, implied incidentals such as cartage, fuel, any necessary permits/license, as well as providing sound technical specification to Production Manager, etc.

H.01 Avenue Stage – Contractor shall provide a professional quality sound system for an audience of up to 1,500 patrons. The venue is an outdoor area that is approximately 200' x 200' x 20'. The Avenue Stage Sound System must be capable of stereo configuration and should be able to produce a quality natural sound. All components of the system should be of high quality and should be well matched and integrated. Speaker tops should be flown. Monitors can be operated from front of house position to optimize sound personnel. Mix position is side stage.

H.02 Infield Stage – Contractor shall provide a professional quality sound system for an audience of up to 400 patrons. The venue is an outdoor area approximately 100'x 50'x 20' with a 28'x16'x 2' stage. The Infield Stage Sound System must be capable of stereo configuration and should be

## EXHIBIT A SCOPE OF WORK

able to produce a quality natural sound. All components of the system should be of high quality and should be well matched and integrated. Monitors can be operated from mix position to optimize sound personnel. PA can be stacked on stage or on sticks beside the stage. Subs can sit on the ground in front of the stage. Mix position is side stage.

H.03 Paddock Stage – This is an outdoor venue covered by a 45' wide x 32' deep x 30' tall roof. The stage dimensions are 38' wide x 32' deep x 5' tall. The Paddock Stage Sound System should be capable of stereo configuration and should be able to produce a quality natural sound. All components of the system should be of high quality and should be well matched and integrated. Monitors can be operated from front of house position to optimize sound personnel. PA must be midsized Line Array and must be flown from the roof. Subs can sit on the ground in front of the stage. All rigging to be supplied by the Contractor. Mix position is out in the house. During the day the stage has local bands and performers. Every evening the stage showcases Touring acts and cover bands so every aspect of the Audio system must be of the Highest Professional Industry Standards. During these acts a split system will be needed with a monitor console, monitor technician, side fills, extra monitors, and must meet the artist rider requirements.

### H.04 AVENUE STAGE SPECIFICATIONS –

- a. Main Speaker System –
  1. 3-JBL VRX932LA per side.
  2. 4-JBL VRX918 Subs total.
  3. 2-Fly bars and chain hoists or motors
- b. House Console – 32 channel digital mixing console.
- c. Snakes and Splitters:
  1. Fifty (50) feet main snake with sufficient pairs to utilize all available inputs, sends and returns is required.
  2. Assorted stage sub-snakes: all appropriate splitters for stage/house/monitors are required.
- d. Monitor Enclosures – Monitors should be operated from Front of House position using the same console that drives the mains 8 floor wedge enclosures. Should have 6 different monitor mixes.
- e. Microphones, Direct Boxes, Stands, Etc. Required selection of microphones as follows:
  1. Following types:
    - 6-Shure SM-58
    - 6-Shure SM-57
    - 2-Shure Beta 58
    - 2-Shure Beta 57
    - 2-Shure SM-81
    - 2-Shure SM-91
    - 2-AKG 451

## EXHIBIT A SCOPE OF WORK

- 2-Sennheiser 421
  - 2-Sennheiser 441
  - 6-Whirlwind Director DI's.
2. Two (2) wireless microphone systems are required.
  3. An assortment of microphone stands, assorted boom arms, goosenecks.
- f. Power Distribution:
1. One hundred (100) feet of main feeder cable which meets CAL/OSHA electrical codes is necessary.
  2. All necessary panels for distribution of power to sound system and stage is required.
  3. All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage and band power requirements is required.
  4. Extension cords must be black.
- g. Personnel:
1. One (1) qualified, competent technician/operator must be provided to set-up, operate and strike the system. Technicians must have at least 3 years of experience on supplied equipment.
  2. Technician must be available "on-call" from 10:00am to 11:00pm during show days for technical, operational or supervisory assistance.
  3. Technician must be present for the initial sound set-up, all twenty-two (22) days of the Fair and final sound strike. Average call is fourteen (14) hours per day.
  4. Technicians must be present each day when the Artists arrive and will remain on-site through the strike of each day or night event.
  5. Technicians will operate the system.
  6. There are to be no more than three (3) different technicians throughout the run of the Fair.
  7. Technicians are to be uniformed in appropriate, professional attire.
  8. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times. District Management shall have final authority regarding attire and conduct.
- h. Maintenance:
1. The system is required to be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Production Manager one (1) day prior to opening day of the Fair. The final strike date will be the night of the last day of the Fair.
  2. Contractor shall provide all necessary equipment and labor to keep the system operating in maximum potential.
  3. Contractor shall provide prompt repair or replacement of any faulty equipment.

### H.05 INFIELD STAGE SPECIFICATIONS - SYSTEM REQUIREMENTS

- a. Main Speaker System containing:
- Four (4) speaker enclosures with 15" LF and 1.8" HF or better.

## EXHIBIT A SCOPE OF WORK

- Two (2) subwoofer enclosures each containing one (1) 18" transducer, tuned and ported.
- b. House Console 24 inputs with 4 auxiliary outs (or better)
- c. House Effects to include:
- One (1) digital multi-effects unit
- d. Snakes and Splitters:
- One hundred (100) feet of main snake with sufficient pairs to utilize all available inputs, sends and returns is required
  - Assorted stage sub-snakes - all appropriate splitters for stage/house/monitors are required.
- e. Monitor System should be operated from Front of House position using the same console that drives the mains.
- f. Monitor Enclosures shall have four (4) floor wedge enclosures (two-way, bi-amped)
- g. Monitor Processing to include:
- Four (4) individual monitor mixes
- h. Microphones, Direct Boxes, Stands, Etc. with a required selection of 10 assorted microphones and DI's as follows:
1. District suggests the following type (or better):
    - Shure SM-58
    - Shure SM-57
    - Shure Beta 58
    - Whirlwind Director DI's
  2. One (1) wireless microphone system is required.
  3. An assortment of microphone stands and assorted boom arms, goosenecks, drum clamp-ons and amplifier angle irons are required.
- i. Power Distribution:
1. One hundred (100) feet of main feeder cable which meets NEC electrical codes is necessary.
  2. All necessary panels for distribution of power to sound system and stage is required.
  3. All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage and band power needs is required.
  4. Extension cords must be black.
- j. Personnel:

## EXHIBIT A SCOPE OF WORK

1. One (1) qualified, competent technician/operators must be provided to set-up, operate and strike the system. Technicians must have at least 3 years of experience on supplied equipment.
2. Technicians must be available "on-call" from 10:00am to 11:00pm during show days for technical, operational or supervisory assistance.
3. Technicians must be present for the initial sound set-up and all twenty-two (22) days of the Fair and final sound strike.
4. Technicians must be present each day when Artists arrive and will remain on-site through the strike of each day or nights events. Average call is ten (10) hours per day.
5. Technicians will operate system.
6. There are to be no more than three (3) different technicians throughout the run of the fair.
7. Technicians are to be uniformed in appropriate, professional attire.
8. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.

### k. Maintenance:

1. The system must be loaded in, set-up and checked out to the mutual satisfaction of the Contractor and District's Events Manager one (1) day prior to opening day of the Fair. The final strike time will be the night of the last day of the Fair. The District will assist with load-in and load-out at the discretion of the District's Production Manager.
2. Contractor shall provide all necessary equipment and labor to keep the system operating at maximum potential.
3. Contractor shall provide prompt repair or replacement of any faulty equipment.

### H.06 PADDOCK STAGE SPECIFICATIONS – SYSTEM REQUIREMENTS:

#### a. Main Speaker System

- Six (6) midsized line array boxes PER SIDE: Vue AL-8 or approved substitute
- Six to Eight (6-8) subwoofer enclosures each containing two (2) 18" transducers.

#### b. House Console Avid Venue Profile. Cost of substitutions must be approved by District's Production manager.

#### c. Rigging Fly bars for speakers (inclusive of all components) and chain hoists or motors must be included at no additional cost to District.

#### d. Snakes and Splitters:

1. Two hundred (200) feet of main snake with sufficient pairs to utilize all available inputs, sends and returns is required. Also required is four (four) cat 5 lines and 2 bnc lines to support touring console systems.
2. Assorted stage sub-snakes: all appropriate splitters for stage/house/monitors are required.

**EXHIBIT A  
SCOPE OF WORK**

- e. Monitor Enclosures will be their own system as follows:
1. Twelve (12) floor wedge enclosures (two-way, bi-amped) each containing at least
    - 1 - 12" transducers and 1 - 1" or 2" compression driver/horn
  2. Two (2) side fill enclosures (stereo, 4-way, fully active) containing appropriate components.
  3. One (1) drum fill enclosure (3-way, fully active)
- f. Monitor Console Avid Venue Profile. Cost of substitutions must be approved by District's Production manager. System should be capable of 8 monitor mixes.
- g. Microphones, Direct Boxes, Stands, Etc. with a required selection of assorted microphones as follows:
1. District suggest the following types (or equivalent):
    - 8-Shure SM-58
    - 8-Shure SM-57
    - 6-Shure Beta 58
    - 6-Shure Beta 57
    - 2-Shure SM-81
    - 1-Shure SM-91
    - 1-Sennheiser 421
    - 8-Whirlwind Director DI's.
  2. Two (2) wireless microphone systems are required.
  3. An assortment of microphone stands and assorted boom arms, goosenecks.
- h. Power Distribution:
1. Fifty (50) feet of main feeder cable which meets NEC electrical codes is necessary.
  2. All necessary panels for distribution of power to sound system and stage are required.
  3. All necessary sub-feeder, cables, outlet boxes and extension cords to accommodate all stage and band power requirements is required.
  4. Extension cords must be black.
- i. Personnel:
1. One qualified, competent technician/operator must be provided to set-up, operate and strike the system. Technicians must have at least 3 years of experience on supplied equipment.
  2. Technician must be available "on-call" from 10:00am to 11:00pm during show days for technical, operational or supervisory assistance.
  3. Technician must be present for the initial sound set-up, all twenty-two (22) days of the Fair and Final sound strike. Average call is twelve (12) hours per day.

**EXHIBIT A  
SCOPE OF WORK**

4. Technicians must be present each day when the Artists arrive and will remain on-site through the strike of each day or nights events.
  5. Technicians will be on call to operate the system if necessary should the Artist not bring their own sound engineer.
  6. There are to be no more than three (3) different technicians throughout the run of the Fair.
  7. Please include current work histories and/or resumes for the technician(s) intended to fill this position.
  8. Technicians are to be uniformed in appropriate, professional attire.
  9. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times. District Management shall have final authority regarding attire and conduct.
  10. Contract price shall be inclusive of one (1) additional monitor/engineer for evening headliners.
- j. Maintenance:
1. The system must be loaded in, set-up and checked out to the mutual satisfaction of the contractor and Events Manager one (1) day prior to opening day of the Fair. The final strike date will be the night of the last day of the Fair.
  2. Contractor shall provide all necessary equipment and labor to keep the system operating at maximum potential.
  3. Contractor shall provide prompt repair or replacement of any faulty equipment.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

23-042

AMENDMENT NUMBER

2

Purchasing Authority Number

GL#:550100,600100

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

Stage-Tech, Inc.

2. The term of this Agreement is:

START DATE

May 1, 2023

THROUGH END DATE

April 30, 2028

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

\$2,386,756.36

Two Million Three Hundred Eighty-Six Thousand Seven Hundred Fifty Six Dollars and Thirty-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 second two-year option, extending the contract term by two (2) years and increasing the dollar amount by \$969,661.53. The maximum amount of this Agreement is hereby amended from \$1,417,094.83 to \$2,386,756.36.

The Through End Date is hereby amended from April 30, 2026 to April 30, 2028.

Amendment Effective Date: April 30, 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.)

Stage-Tech, Inc.

CONTRACTOR BUSINESS ADDRESS

14523 Marquardt Ave.

CITY

Sante Fe Springs

STATE

CA

ZIP

90670

PRINTED NAME OF PERSON SIGNING

Charley Guest

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**A. SERVICES OVERVIEW**

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

Stage-Tech, Inc. hereinafter referred to as the Contractor, shall provide to the 22<sup>nd</sup> District Agricultural Association, herein after referred to as District, the following tasks, technical specifications or equipment requirements described below. All terms are fixed and non-negotiable.

Note, where measurements in feet and/or inches are not specifically spelled out 60-feet in length, will be represented by 60' for example and 12-inches in length, will be represented by 12" for example.

At the direction of District Management, the Contractor shall provide Ground Stages, Lighting and Stage Lighting Structures (Group D), Grounds Truss, Lighting, and Lighting Structures (Group E), and SL260 and Ramps (Group G), in accordance with the specifications outlined herein.

The contract term shall be for one (1) year effective from May 1, 2023, through April 30, 2024, with the possibility of two (2) 2-year options to renew. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

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

22 <sup>nd</sup> District Agricultural Association	Stage-Tech, Inc
Name: Henry Rivera, Production and Entertainment Director	Name: Robert Lance, Senior Account Manager
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 14523 Marquardt Ave Santa Fe Springs, CA 90670
Phone: 858-792-2342	Phone: (562) 407-1133
e-mail: <a href="mailto:hrivera@sdfair.com">hrivera@sdfair.com</a>	e-mail: <a href="mailto:robertlance@stage-tech.com">robertlance@stage-tech.com</a>

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

**B. GENERAL REQUIREMENTS**

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

## EXHIBIT A SCOPE OF WORK

5. Contractor agrees that no additional charges will be assessed against District for installation, maintenance, or tear-down.

### I. GROUP D – GROUND STAGES, LIGHTING and STAGE LIGHTING STRUCTURES

The Contractor shall professionally and efficiently provide lighting systems for the grounds stages for the annual San Diego County Fair and provide all personnel to install, maintain, and strike the systems as necessary and at the direction of District Management. The minimum requirements for each lighting system are listed herein by stage name. For any Ground Stage production lighting rigging, Contractor is responsible for all set up labor and equipment (such as forklifts, lifts, etc.). Contractor is responsible for making sure these activities follow all safety requirements including Cal/OSHA. Contract price must be inclusive of all qualified labor, equipment and services including, but not limited to, implied incidentals such as cartage, fuel, any necessary permits/license, etc. All Trusses and lighting must be installed and working 24 hours *prior* to opening of annual Fair.

#### D.01 Paddock Stage & Roof

- A. One (1) Stage – 38' wide x 32' deep x 6' tall stage with the following equipment and qualified labor to set-up and strike:
  - 16' x 4' sound wing "thrust" for monitor world
  - 32' long by 4' wide ramp off back
  - Stair unit on mid stage right with 8'x4' landing
  - Guard rail on three (3) sides
- B. One (1) Weight Bearing Roof System capable of holding 12,000lbs – 45' x 32' x 30' with the following:
  - 4 post self climber
  - Peaked Weight bearing roof
  - Water tight Vinyl cover
  - 45' wide x 32' deep inside dimensions between posts
  - 30' tall towers
  - 8' diameter circle truss accent piece on front center of roof
  - District will hang District owned 1,500 pound video wall from the upstage truss with District 1-ton motors.

#### D.02 Paddock Stage Lighting – All movers must be Chauvet Pro Rogue R3X series or better.

- Six (6) profile movers attached mid-stage
- Two (2) 12' sticks of truss, each hung independently with 2 motors each, UP STAGE
  - Each Up Stage Stick needs 4 wash movers and 2 profile movers.
- Down Stage Sixteen (16) Source 4 Par or LED Equivalent fixtures
- Dimmer rack (1 each)
- Nine (9) bulb mole fixture (2)
- Down Stage- Six (6) Intelligent hybrid Profile/wash Movers
- Hazer (1)

## EXHIBIT A SCOPE OF WORK

- Hog 4 Lighting console (1 each)
- All control cables
- All lighting cables (including feeder)
- All expendables needed
- Paddock Lighting console should also control Paddock General Area Lights
- All expendables needed
- All lighting cables
- 200' set of feeder needed (5-200' pieces)

D.03 The Paddock Area – Lighting used in this area is for general safety, ambiance, and aesthetics. Poles are on four (4) balconies surrounding paddock. This area is a meeting place, that requires the following equipment/features:

- One (1) Truss or pipe structures on each balcony with floor plates and sand bag ballast.
- ETC Lekos 36 degree (12 total)
- ETC Color Source LED Pars (24 total)
- All Lights controlled by the paddock stage console
- 600' of festoon lighting connected to stage and 4 truss towers 20' tall with appropriate size ballast. Truss must bolt directly to ballast to minimize footprint. Towers located out in the house across from the stage.
- All lighting cables necessary
- All expendables necessary

D.04 Infield Stage – This is an outdoor stage provided by the District. The stage dimensions are 24' wide x 16' deep x 24" high. This area includes a dance floor down stage of the main stage. The following equipment/features are needed for this area.

- 30' wide by 20'deep by 15' tall truss structure with shade cloth.
- 16- LED pars attached to truss structure.
- 1- 12 channel console
- All control cables
- All rigging necessary

D.05 Avenue Stage Lighting – Lights will be attached to a provided SL260 mobile stage provided by District. The following equipment/features are needed for this area.

- Thirty-six (36) Source 4 par fixture or LED equivalent
- Dimmer rack or Power distribution must be of the highest quality and in excellent condition, and should be capable of handling, with flexibility, all possible requirements dictated by the system
- 24 channel control console (1each)
- All ballast and rigging
- All control cables
- All lighting cables (including feeder)
- All expendables needed

**EXHIBIT A  
SCOPE OF WORK**

D.06 Miscellaneous:

- A. Contractor must provide all necessary gels, multi-cable, pin-cable, adapter, extension cords, safety cables and clamps.
- B. Contractor must provide all ladders and lift equipment necessary.
- C. Contractor must provide all necessary power distribution.
- D. All lighting equipment and set-ups must be top quality and aesthetically attractive.
- E. 12" truss preferred unless specified.
- F. Specific fixtures can be substituted with comparable fixture with District Approval.
- G. Water Weight based ballast solutions are not allowed

D.07 Personnel:

- A. A minimum of one (1) qualified competent technicians/operators must be provided to set-up, rig, focus, operate and strike the system. Technician must have at least 3 years of experience on Paddock Lighting Console, other supplied consoles, and dimmers.
- B. Technicians must be available "on-call" from 10:00am to 11:00pm during show days for technical, operational or supervisory assistance.
- C. Technician must operate Paddock Console for evening Headlining bands.
- D. Technicians are to be dressed in appropriate, professional attire, and will conduct themselves in a thoroughly professional manner at all times.

D.08 Maintenance:

- A. All systems shall be loaded in, set-up, and inspected to the mutual satisfaction of the Contractor and the District Production Manager or Supervisor one (1) day prior to Opening Day of the Fair. The final strike date will be the night of the last day of the Fair continuing into the following day.
- B. Contractor shall provide all necessary equipment and labor to maintain and keep the system operating at maximum potential.
- C. Contractor shall provide prompt repair or replacement of any faulty or malfunctioning equipment.

**II. GROUP E – GROUNDS TRUSS, LIGHTING, AND LIGHTING STRUCTURES**

The Contractor shall be responsible for set-up and take-down of all structures encompassed within specifications. All structures shall be 15' high unless otherwise specified. Contract price must be inclusive of all of the equipment and services including, but not limited to, implied

## EXHIBIT A SCOPE OF WORK

incidentals such as cartage, fuel, any necessary permits/license, etc. for safe and secure Structures.

E.01 The Paddock Archway – This area is the entrance to the Paddock, it is utilized during the Fair. Contractor shall provide the following equipment/features:

- ETC leko fixtures with break up patterns (4 each)
- LED ETC Color Source Pars (6 each)
- 30' wide by 15' tall Truss Arch
- Can be rigged to existing palm trees to decrease footprint
- All necessary lighting cables
- All expendables necessary

E.02 Infield – Three (3) 30' x 30' x 15' tall truss structures, with tan colored shade cloth.

E.03 Garden Stage structure and shade structure – One 20' wide x 20' deep x 15' tall truss structure with twelve (12) LED ETC Color Source pars attached to structure.

E.04 Flower Show Arch – 25' wide by 15' tall arch.

E.05 Turf Club Arch – This area is the entrance to the Turf Club Courtyard and needs the following equipment/features:

- 40' wide by 15' tall truss. Truss must be 18" diameter or near 18".
- No space for side ballast. Truss must land and be attached to ballast blocks.
- 4 small lights on arms to light banner

E.06 Arena Gate Arch - 20' wide by 20' tall. 4 small lights on arms to light banner.

E.07 Activity Center Arch- 12' wide by 10' tall. 2 small lights on arms to light banner.

E.08 Activity Center Box East- 12'x10'x12'tall truss box.

E.09 Avenue Stage dance floor shade- 30'x30' by 20' tall truss box with shade.

E.10 Obrien gate banner box -20' by 10' by 15' tall truss box. Needs center cross piece sections at 10' that goes all the way around.

E.11 Bar-cade Truss Arches- 3- 10' x 15' truss arches at Barcade

E.12 Avenue Stage Truss arch- 1- 10'x10' truss arch behind Avenue stage

E.13 Track Cross-Over - 1- 20' wide by 15' tall truss arch at the track crossover area.

E.14 West Bing Crosby Entrance 35' wide by 15' tall banner arch. Must have a center cross piece at 10' tall.

E.15 Avenue Stage Arch. One (1) - 18' x 10' tall arch

**EXHIBIT A  
SCOPE OF WORK**

E.16 Out of Scope Shade Structures: Due to changes in annual Fair setup, Group E shall include "Out of Scope" items. For "Out of Scope" items, Contractor agrees to charge a "comparable rate" to District for additional truss services as requested by the District. "Comparable rate" is defined as a rate equal to or similar to the rates as specified in the Financial Proposal Form. Contractor agrees to provide a written quote for approval by District Management, *prior* to the initiation of any *additional* services. Contract shall be amended to increase the funding for any additional services requested by the District.

E.18 Water Weight based ballast solutions are not allowed.

E.17 Maintenance:

- D. All systems shall be loaded in, set-up, and inspected to the mutual satisfaction of the Contractor and the District Production Manager or Supervisor one (1) day prior to Opening Day of the Fair. The final strike date will be the night of the last day of the Fair continuing into the following day.
- E. Contractor shall provide all necessary equipment and labor to maintain and keep the system operating at maximum potential.
- F. Contractor shall provide prompt repair or replacement of any faulty or malfunctioning equipment.

III. GROUP G - SL 260 and Ramps

G.01 Provide one (1) SL 260 Stageline brand (or pre-approved equal) for AVENUE Stage. Must have a heavy duty sound blanket type backdrop.

G.02 Provide one (1) Paddock Stage ramp 1- 4' wide by 18' deep ADA ramp near the paddock stage

G.03 Provide one (1) West Gate Ramp 1- 4' wide by 80' deep ramp. Includes a turn. Ramp comes down off the track near the West Gate Area.

G.04 Miscellaneous:

- Some locations change year to year and the arches are spread throughout the fairgrounds.
- Contract pricing for above arches/lighting shall include all ballast, rigging, electrical distribution and necessary expendables.
- Contractor must provide all ladders and lift equipment necessary.

**EXHIBIT A  
SCOPE OF WORK**

G.05 Maintenance:

- All systems shall be loaded in, set-up, and inspected to the mutual satisfaction of the Contractor and the District Production Manager or Supervisor five (5) days prior to Opening Day of the Fair. The final strike date will be the night of the last day of the Fair continuing into the following day.
- Contractor shall provide all necessary equipment and labor to maintain and keep the system operating at maximum potential.
- Contractor shall provide prompt repair or replacement of any faulty or malfunctioning equipment.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

24-023

AMENDMENT NUMBER

1

Purchasing Authority Number

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

Tayman Industries Inc., dba Republic Services, Inc.

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:

\$458,094.50

Four Hundred Fifty Eight Thousand Ninety Four Dollars and Fifty 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 contract term by one year and increasing the dollar amount by \$161,689.80. The maximum amount of the Agreement is hereby increased from \$296,404.70 to \$458,094.50. The Through End Date is hereby amended 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.)

Tayman Industries Inc., dba Republic Services, Inc.

CONTRACTOR BUSINESS ADDRESS

5692 Eastgate Dr.

CITY

San Diego

STATE

CA

ZIP

92121

PRINTED NAME OF PERSON SIGNING

Brishen McGuire

TITLE

General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- a. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
- b. The contract term shall be for 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 22<sup>nd</sup> DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.
- c. Republic Services, Inc., hereinafter referred to as the Contractor, agrees to provide the 22nd District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services described herein:
- d. Contractor shall provide waste hauling and recycling services, including providing recycling data, during the San Diego County Fair (Fair) and other interim events throughout the year as needed. In 2024, services for the Fair shall be provided from June 12 through July 7. Although not guaranteed, services may be needed approximately one week before and after the Fair. The specific dates for future Fairs will be provided to the Contractor once they are determined.
- e. The services shall be performed at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014, and the Surf & Turf Recreation Center located at 15555 Jimmy Durante Blvd., Del Mar, CA.
- f. The contractor shall provide hauling and recycling services for waste, cardboard, mixed recycle, and organic compactors, in addition to 40-yard and 3-yard dumpsters as needed.
- g. Contractor shall be properly licensed to perform all services described herein in accordance with the laws of the State of California.
- h. Contractor shall provide all equipment and fuel necessary to pick up waste and recyclables from the District.
- i. Contractor shall only receive service requests from approved personnel authorized by the Facilities Director. All scheduling of Contractor's services will be determined and managed by the District's Facilities Director.
- j. Contractor must follow all laws regarding California SB 1383 requirements.

**EXHIBIT A  
SCOPE OF WORK**

- k. Contractor shall dispose of/recycle all generated waste, in accordance with State and local laws and regulations.
- l. The Fairgrounds and Horsepark are located within environmentally sensitive wetlands. Therefore, any equipment/machinery that is leading fluid (battery, coolant, diesel, gas, hydraulic, motor oil, power steering, transmission, etc.) will immediately either be repaired or removed from District Property by the Contractor. Furthermore, Contractor agrees to dispose of/recycle all generated waste in accordance with State and Local laws and regulations including Exhibit E Preventing Storm Water Pollution.
- m. District does not guarantee a minimum or maximum amount of services needed.
- n. Project representatives during the term of this agreement will be:

22 <sup>nd</sup> District Agricultural Association	Republic Services, Inc.
Name: Brad Mason	Name: Julieta Delgado
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 5692 Eastgate Dr. San Diego, CA 92121
Phone: 858-792-4285	Phone: 858-249-8795
e-mail: <a href="mailto:bmason@sdfair.com">bmason@sdfair.com</a>	e-mail: <a href="mailto:jdelgado@republicservices.com">jdelgado@republicservices.com</a>

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.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

24-031

AMENDMENT NUMBER

1

Purchasing Authority Number

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

K&amp;M Pest Solutions Inc.

2. The term of this Agreement is:

START DATE

July 4, 2024

THROUGH END DATE

July 3, 2027

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

\$267,734.00

Two Hundred Sixty Seven Thousand Seven Hundred Thirty Four 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 contract term by one year and increasing the dollar amount by \$91,034.00. The maximum amount of the Agreement is hereby increased from \$176,700.00 to \$267,734.00. The Through End Date is hereby amended from July 3, 2026 to July 3, 2027.

Amendment Effective Date: July 3, 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.)

K&amp;M Pest Solutions Inc.

CONTRACTOR BUSINESS ADDRESS

157 Harding St.

CITY

Oceanside

STATE

CA

ZIP

92057

PRINTED NAME OF PERSON SIGNING

Kenneth Metoyer Jr.

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
 SCOPE OF WORK**

**1. SERVICES OVERVIEW**

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

The contract term shall be for 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 July 4, 2024 and run through July 3, 2026. The last option year expires July 3, 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.

- B. K&M Pest Solutions Inc., hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

The Contractor shall provide pest control services for Fair time and throughout the year.

- C. The services shall be performed at the District properties located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014 and/or 15555 Jimmy Durante Blvd., Del Mar, CA 92014
- D. The services shall be provided on a monthly cycle for rodent control and pest control; biannual for White Fly and Aphid control; and as needed for Beehive or Swarm removal services.
- E. Contractor shall supply District with copies of notices, records, permits and other correspondences that may be required by any regulatory agencies.
- F. Contractor shall be responsible for compliance with all federal, state and county rules and regulations.
- G. Contractor shall provide work experience for similar organizations such as cities, resorts, amusement parks, universities, schools, etc.
- H. Contractor shall have all the licenses needed to perform the schedule of work outlined in the Scope of Work.
- I. Contractor shall only receive work orders from approved Facilities personnel authorized by the District Management.
- J. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Contractor: K&M Pest Solutions Inc
Name: Brad Mason, Facilities Director	Name: Kenneth Metoyer Jr., President
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 157 Harding St Oceanside, CA 92057
Phone: 858-755-1161 X 4285	Phone: (858) 527-8882
e-mail: <a href="mailto:bmason@sdfair.com">bmason@sdfair.com</a>	e-mail: <a href="mailto:kmetoyer@kmpest.com">kmetoyer@kmpest.com</a>

## EXHIBIT A SCOPE OF WORK

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

Contractor shall provide services for pest control, rodent control, white fly and aphid control, and emergency beehive and swarm removal, and Fair time spraying of livestock areas for pests.

#### B. Tasks and Deliverables

##### Task 1 – Rodent Control

- a. Contractor shall provide rodent control to effectively eliminate living rodents, mice, and gophers.
- b. Contractor shall be responsible for providing all labor and material including baits, bait stations, traps, and equipment necessary to eliminate or control rodent populations.
- c. Contractor shall maintain multiple traps in the interior areas and at potential rodent entry exterior areas with tamper resistant bait stations baited with approved rodenticides. All bait stations shall comply with California codes.
- d. Contractor shall service the bait stations monthly and remove dead rodents from the traps and/or property.
- e. Contractor shall provide a map of Bait Station locations with barcode tracking.
- f. Contractor shall also respond to reports of rodent infestation within twenty-four (24) hours of notification at no additional charge.

##### Task 2 – Pest Control

- a. Contractor shall inspect and treat all offices, buildings, and grounds at the Del Mar Fairgrounds Monthly for vectors and pests and shall control and eliminate these vectors and pests through the safest, least toxic, and least invasive methods available.
- b. The pests to be controlled include, but are not limited to, the house fly, stable fly, garbage fly, blow fly, ants, pharaoh ants, spiders, sow bugs, earwigs, cockroaches, fleas, silverfish, pantry millipedes, centipedes, moths, beetles, and mites.
- c. Contractor shall provide services as needed; this may include nights, weekends, and/or holidays.

**EXHIBIT A  
SCOPE OF WORK**

- d. Contractor shall also respond to reports of pest infestation within twenty-four (24) hours of notification at no additional charge.
- e. Contractor shall provide all necessary management, supervision, labor, equipment, tools, materials, licenses, and insurance for performance of these tasks.
- f. Contractor shall provide a schedule of all work performed to be approved by the District.
- g. Contractor shall provide call back services at no additional charge for pest services.
- h. Contractor shall treat all offices and barn areas with organic nontoxic products approved for animals.
- i. Contractor shall also provide an Integrated Pest Management Program for all aspects and functions held on District property to provide a healthful environment free of pests. The program must be implemented to control and eliminate pests throughout the year and will include the Grandstand, Concert Venue, Barns, Exhibit Halls, Offices, Food Service Areas, Backstretch Areas, and Surf & Turf property.
- j. Contractor shall provide a written Method of Use Program including a list of biological, cultural, and chemical methods to be used. Contractor shall apply these agents throughout the year to reduce the number and frequency of infestations on a quarterly basis or as needed.

**Task 3 – White Fly and Aphid Control**

- a. Contractor shall spray any plant material that shows evidence of infestation for white flies and/or aphids.
- b. Contractor shall provide services biannual, two (2) times per year.
- c. Contractor shall supply all chemicals, sprays, and licenses for chemical use.
- d. Contractor shall spray for barn turnovers during Fair time. (Approximately six (6) treatments during fair time (immediately before and after the Fair and around once per week) as requested by Facilities Management.

**Task 4 – Emergency Beehive and Swarm Removal**

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

**Task Deliverables**

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

**C. Task and Deliverables Schedule**

Task #	Deliverable	Deliverable Due Date
1	Rodent Control	Monthly

**EXHIBIT A  
SCOPE OF WORK**

2	Pest Control	Monthly
2(i)	Integrated Pest Management Program	Quarterly or as requested
2(j)	Method of Use Program	Quarterly or as requested
3	White Fly and Aphid Control	Biannual or as needed/requested
4	Emergency Beehive and Swarm Removal	As needed/requested

**3. PROGRESS REPORTS:**

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

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-023

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-60

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Show Imaging Inc.

2. The term of this Agreement is:

START DATE

April 15, 2026

THROUGH END DATE

July 6, 2026

3. The maximum amount of this Agreement is:

\$ 84,469.57

Eight Four Thousand Four Hundred Sixty Nine Dollars and Fifty Seven Cents.

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

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

Show Imaging Inc.

CONTRACTOR BUSINESS ADDRESS

1125 Joshua Way

CITY

Vista

STATE

CA

ZIP

92081

PRINTED NAME OF PERSON SIGNING

Katie Wallace

TITLE

Account Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Show Imaging, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District with services as described herein.
- B. Contractor shall fabricate, install and teardown a truss structure, including engineering, rigging, and lighting at the O'Brien Gate for the 2026 San Diego County Fair (SDCF).
- C. Services shall be performed onsite at the District located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. Services shall be provided April 15 through July 6, 2026.
- E. The project representatives during the term of this Agreement will be:

<b>District</b>		<b>Contractor</b>	
Name:	Rachelle Weir, Creative Services Manager	Name:	Katie Wallace, Account Manager
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	1125 Joshua Way Vista, California 92081
Phone:	(858) 792-4211	Phone:	(619) 672-2793
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:kwallace@showimaging.com">kwallace@showimaging.com</a>

**II. WORK TO BE PERFORMED**

- A. Contractor shall fabricate and install the O'Brien Gate entrance in substantial conformance with the artist renderings attached hereto as O'Brien Gate Entrance and Exit on Exhibit A, page 5. The renderings are incorporated into this Agreement by reference and represent the intended design, appearance and general proportions of the completed work. Any deviation from the design must be agreed upon by District and Contractor.
- B. Contractor shall supply all labor and materials, hardware and equipment rental necessary for the installation and strike of facades and/or truss structure at the District.
  - 1. Contractor shall provide all ladders, zipties, velon, tools, Gaffer's tape, shims, scissor lifts, fork lifts, and safety harnesses for a turnkey installation and removal.
  - 2. Contractor shall provide and utilize fall-protection equipment appropriate for each application and shall comply with all safety guidelines and regulations required by the State of California Division of Occupational Safety and Health (Cal/OSHA) and the District.
- C. Contractor shall provide the following elements to design a turnkey entrance structure:

**EXHIBIT A**  
**SCOPE OF WORK**

1. Contractor shall obtain and provide stamped engineering design for O'Brien Gate Entrance that complies with all applicable codes and permitting requirements. The approved engineering design must be submitted to the District before any work commences at the site.
2. Trucking and Heavy Equipment
  - a. Quantity 1: Pick-up – 53-Foot Semi – San Diego (Del Mar)
  - b. Quantity 1: Delivery – 53-Foot Semi – San Diego (Del Mar)
  - c. Quantity 2 – Fork Lift Rental
  - d. Quantity 1 – Scissor Lift Rental
  - e. Quantity 1 – Packing & Shipping
3. Fabrication – Walk Through Monument
  - a. Quantity 1: Walk Through Entrance Décor & Fabrication – Plywood Build, Paint Finish, Truss Supported, Concrete Ballasts, Illuminated Lettering
  - b. Quantity 19: MD Truss Silver 12-Inch x 10-Foot
  - c. Quantity 4: MD Truss Silver 12-Inch x 8-Foot
  - d. Quantity 4: Total GP Truss Corner Block Silver – 12-Inch x 4-Foot
  - e. Quantity 10: MD Truss Corner Block Silver – 12-Inch
  - f. Quantity 10: Truss Base – Aluminum 30-Inch x 30-Inch
  - g. Quantity 40: Scaffold Screw Jacks – Structures – 24-Inch
  - h. Quantity 8: Ballast – Cement Block – 4,300 Pounds (Full Size)
4. Fabrication – Vignette No. 1 – Located on Top of Walkthrough Structure
  - a. Quantity 1: Once Upon a Galaxy Vignette – Plywood, Vinyl, Paint
5. Fabrication – Vignette No. 2 – Located on Top of Walkthrough Structure
  - a. Quantity 1: Dragon Soars Over Castle – Plywood, Vinyl, Paint
6. Structure Lighting
  - a. Quantity 24: ADJ Wifly QA5IP RGBA (UCSD) – Tunnel Par Lights
  - b. Quantity 24: ADJ Wifly QA5 IP65 to Edison Adapter Calbe – 5-Foot
  - c. Quantity 14: Lighting Safety Cable – 28-Inch
  - d. Quantity 5: Outdoor 15A / 120V Timer
  - e. Quantity 24: Elation Six Par IP 100 – Exterior Structure Up Lights
  - f. Quantity 24: IP LED Power Cord
  - g. Quantity 24: IP LED 3pin DMX - Male
  - h. Quantity 24: IP LED 3pin DMX – Female
  - i. Quantity 24: Mega Slim Coupler 1-Inch
  - j. Quantity 24: Lighting Safety Cable – 28-Inch
  - k. Quantity 1: 12/3 Edison Cable Package – Medium
  - l. Quantity 12: 12/3 Edison – 10-Foot
  - m. Quantity 12: 12/3 Edison – 25-Foot
  - n. Quantity 8: 12/3 Edison – 50-Foot

**EXHIBIT A**  
**SCOPE OF WORK**

- o. Quantity 6: 12/3 Edison – 100-Foot
  - p. Quantity 10: 15A Edison Power Strip – 6 Port
  - q. Quantity 5: 15A Edison Tri Tap
7. Labor – Load-In Day One
- a. Quantity 1: Production Manager
  - b. Quantity 1: PS – Lighting Engineer – L2
  - c. Quantity 3: Scenic Specialist
  - d. Quantity Stagehand – General
8. Labor – Load-In Day Two
- a. Quantity 1: Production Manager
  - b. Quantity 1: L1 – Programmer/Operator – Load In, Focus, Program
  - c. Quantity 2: Scenic Specialist
  - d. Quantity 3 – Stagehand – General
9. Load-Out
- a. Quantity 1: Production Manger
  - b. Quantity 1: PS – Lighting Engineer – L2
  - c. Quantity 3: Scenic Specialist
  - d. Quantity 6: Stagehand – General
- D. Contractor shall be responsible for taking all onsite measurements, observing surrounding structures and roadways and designing and building structures that meet all fire and life safety codes. Any and all corrections needed to bring structures up to safety standards will be solely the financial responsibility of Contractor.
- E. Contractor agrees to make repairs and adjustments at no cost to the District, as needed, throughout the run of the 2026 SDCF, June 10 through July 5. Contractor agrees that repairs and/or adjustments must be made within twenty-four (24) hours of being notified there is an issue. If issue poses a threat to public safety, Contractor shall respond within two (2) hours of notification to begin the repair/adjustment.
- F. Contractor shall have truss, vignettes and lighting installed and ready for District inspection no later than June 8, 2026 at 12:00 p.m.
- G. Contractor shall remove all Contractor installed banners and equipment no later than July 6, 2026 at 3:00 p.m.
- H. Contractor shall ensure the completed entrance matches the design as shown in the approved plans and specification below, including material, layout, and finishes.

**EXHIBIT A  
SCOPE OF WORK**

**III. DISTRICT RESPONSIBILITIES**

1. District shall provide District-owned K-Rail for Contractor's use to secure truss structure, based on the engineering report obtained by Contractor.
2. District shall provide necessary power to illuminate Contractor installed lighting.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-024

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-60

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Wonderful Things, Inc. DBA Main Street Banner USA

2. The term of this Agreement is:

START DATE

May 7, 2026

THROUGH END DATE

July 10, 2026

3. The maximum amount of this Agreement is:

\$80,000.00

Eighty Thousand Dollars and Zero Cents.

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions	5
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

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

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

Wonderful Things, Inc. DBA Main Street Banner USA

CONTRACTOR BUSINESS ADDRESS

5095 Sixth Street

CITY

Carpinteria

STATE

CA

ZIP

93013

PRINTED NAME OF PERSON SIGNING

Jonathan Alburger

TITLE

General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Wonderful Things, Inc. doing business as Main Street Banner USA, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide, install, and remove décor, flags, buntings, flagpoles, brackets strapping and hardware, for the 2026 San Diego County Fair (SDCF), in locations agreed upon by Contractor and District
- C. Services shall be performed at the District located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. Services shall be provided May 7 through July 10, 2026.
- E. The project representatives during the term of this Agreement will be:

<b>District</b>		<b>Contractor</b>	
Name:	Rachelle Weir, Creative Services Manager	Name:	Jonathan Alburger, Project Manager
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	5095 Sixth Street Carpinteria, California 93013
Phone:	(858) 792-4211	Phone:	(800) 832-7707
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:jonathan@mainstreetmanner.com">jonathan@mainstreetmanner.com</a>

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

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

- A. Contractor shall provide turnkey installation of décor, flags, buntings, flagpoles, brackets, strapping and hardware, in various areas, for the 2026 SDCF, on a timeline agreed upon by Contractor and District.
- B. Contractor shall supply all labor, facilitate all rigging and security, and supply hardware and tools necessary for installation.
  - 1. Contractor shall supply all ladders, steel cables, shackles, turnbuckles, beam clamps, carabiners, wire, ties, brackets, stainless steel branding-buckles, manual hand tools and safety harnesses for a turn-key installation.
  - 2. Contractor shall provide and utilize fall-protection equipment appropriate for each application and follow all safety guidelines required by the State of California Division of Occupational Safety and Health (Cal/OSHA) and the District.
- C. Contractor shall only provide and install high quality flags made of outdoor UV treated 200-Denier Oxford Weave DuPont USA-made nylon with USA-sourced inks and labor.
- D.
  - 1. Contractor shall provide flags that are new or in like-new condition, free from

**EXHIBIT A**  
**SCOPE OF WORK**

defects, fading, fraying, tears, or discoloration, and suitable for outdoor display.

- E. Contractor shall remove all décor, flags, buntings, flagpoles, brackets, strapping and hardware from the District between July 7 and July 10, 2026.
  - 1. Contractor shall inspect all items removed to ensure there are no old, tattered, ripped or faded flags.
    - a. Contractor agrees to dispose of any and all flags that are not in good condition.
    - b. Contractor agrees to clean and store at Contractor's facility, all flags that are in good condition, for use by the District in 2027.
    - c. Contractor agrees to refresh or paint flagpoles black, where deemed appropriate.
- F. Contractor shall be solely responsible for each flag and flagpole in the event of loss or damage due to wind, weather, Acts of God, vandalism or theft and will be liable for the cost and/or replacement of each. Contractor shall consider this breakage and repair, or replacement, as part of the Agreement from installation through removal.
- G.
- H. Contractor shall, within twenty-four (24) hours of the District's request, repair or replace any damaged or defective flags, décor, flagpoles, or hardware at no additional cost to the District.

**III. TASKS**

A. Perimeter Fence Line

- 1. Contractor shall furnish and install flags along the perimeter fence line as agreed upon by Contractor and District.
  - a. Contractor shall install approximately one-hundred (100) flags on a 20-foot aluminum flagpole with minimum wall thickness of 1/8 inch (0.125 inch) to ensure heavy-wind resistance.
- 2. Contractor shall install on each flagpole one (1) flag approximately 9-feet vertical by 5-feet horizontal in size, in locations and colors designated by the District, with color installed in an alternating pattern.
  - a. Contractor shall affix each flag to the flagpole with industrial zip-ties or Stainless steel Ratchet Head Worm Drive Banding straps, secured against high winds and vandalism.
  - b. Contractor shall provide solid color nylon flags based on Contractor's DuPont nylon color chart.
  - c. Contractor shall provide District's "signature color" flags in the colors of Peacock Blue, Daffodil Yellow and Canada Red.
- 3. Contractor shall ensure each flag has a 4-inch sleeve with reinforcement vinyl patch

**EXHIBIT A  
SCOPE OF WORK**

stitched at the top to resist friction and wear, and tear.

4. Contractor shall ensure each flag is sewn shut at the top and open at the bottom with 4-inch webbing tab to secure flag to the flagpole.

**B. Gate Flags**

1. Contractor shall furnish and install colored flags at each entry gate as agreed upon by the District. Installation shall begin May 7, 2026 and shall be completed prior to commencement of the 2026 SDCF.

**a. Solana Green Gate – Theme “Emerald Green”**

- (1) Contractor shall install ten (10), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique green nylon, two shade split flag with white stitched front and back “SOLANA GATE” lettering on each of four (4) designated flagpoles.
- (3) Contractor shall install one (1) 9-foot vertical by 5-foot wide solid color green triangle nylon flag on each of six (6) designated flagpoles.
- (4) Contractor shall install along the top, seven (7) to twelve (12), 3-foot by 6-foot scallop fans made of emerald green nylon with reinforcement webbing and three (3) brass grommets along the top.

**b. Fire Red Gate – Theme Bright “Canada Red”**

- (1) Contractor shall install twelve (12), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique red nylon, two shade split flag with white stitched front and back “FIRE GATE” lettering on each of four (4) designated flagpoles.
- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide solid color red nylon flag on each of eight (8) designated flagpoles.
- (4) Contractor shall install along the top, seven (7) to twelve (12), 3-foot by 6-foot scallop fans made of Canada Red nylon with reinforcement webbing and three (3) brass grommets along the top.

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

- (1) Contractor shall install twelve (12), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique yellow nylon, two shade split flag with white stitched front and back “STABLE GATE” lettering on each of four (4) designated flagpoles.
- (3) Contractor shall install one (1) 9-foot vertical by 5-foot wide solid color yellow nylon flag on each of eight (8) designated flagpoles.

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

- (1) Contractor shall install sixteen (16), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique blue nylon, two shade split flag with white stitched front and back “MAIN GATE” lettering on each of four (4) designated flagpoles.

**EXHIBIT A**  
**SCOPE OF WORK**

- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide solid color blue nylon flag on each of twelve (12) designated flagpoles.

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

- (1) Contractor shall install twelve (12), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique purple nylon, two shade split flag with white stitched front and back “RIDE SHARE” lettering on each of four (4) designated flagpoles.
- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide solid color purple nylon flag on each of eight (8) designated flagpoles.

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

- (1) Contractor shall install fifteen (15), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance, with an orange and white theme.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique golden poppy orange nylon, with white stitched front and back “PREFERRED” lettering on each of four (4) designated flagpoles.
- (3) Contractor shall install a combination of District style triangles and customized 10-foot vertical by 3-foot wide custom sewn applique white nylon, with white stitched front and back “PREFERRED” lettering on each of eleven (11) designated flagpoles.

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

1. Contractor shall furnish and install flags in additional areas as agreed upon by the District. Installation shall begin May 7, 2026 and shall be completed prior to commencement of the 2026 SDCF.

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

- (1) Contractor shall install up to thirty (30), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1), 9-foot vertical by 5-foot horizontal custom District solid color nylon flag on each designated flagpole.
- (3) Contractor shall ensure each flag has a 4-inch sleeve with top reinforcement vinyl patch stitched in top to resist friction wear-and-tear.
- (4) Contractor shall ensure each flag is sewn shut at the top and open at the bottom with 4-inch webbing tab to secure flag to the flagpole.
- (5) Contractor shall attach each flagpole vertically to perimeter fences as designated by the District.
- (6) Contractor shall affix each flag to the flagpole with industrial zip-ties or stainless steel Ratchet Head Worm Drive Banding straps, secured against high winds and vandalism.

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

- (1) Contractor shall install up to twenty (20), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install fourteen (14) District theme triangle color signature flags.
- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn

**EXHIBIT A  
SCOPE OF WORK**

applique black and white nylon, two shade split flag with black stitched front and back "ENTRANCE" lettering on each of three (3) designated flagpoles.

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

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

- (1) Contractor shall install up to twenty (20), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 9-foot vertical by 5-foot wide solid color District theme triangle color signature flag, on up to twenty (20) designated flagpoles.

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

- (1) Contractor shall install up to twenty (20), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install up to one (1) 9-foot vertical by 5-foot wide solid color red, yellow or blue, District theme triangle on up to twenty (20) designated flagpoles.

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

- (1) Contractor shall install eight (8), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique blue nylon, theme flag with custom sewn "HORSE PARK" lettering on each of two (2) designated flagpoles.
- (3) Contractor shall install one (1) 9-foot vertical by 5-foot wide color coordinated solid blue triangle flag on each of six (6) designated flagpoles.

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

- (1) Contractor shall install ten (10), 20-foot aluminum flagpoles with 0.125-inch wall heavy-wind resistance.
- (2) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique brown/white nylon, theme flag with custom sewn "GATE 21" lettering on each of two (2) designated flagpoles.
- (3) Contractor shall install one (1) 10-foot vertical by 3-foot wide custom sewn applique brown/white nylon, theme flag with custom sewn "WELCOME" lettering on each of two (2) designated flagpoles.
- (4) Contractor shall install one (1) 9-foot vertical by 5-foot wide sandalwood brown triangle flag on each of six (6) designated flagpoles.

**D. Fairview Farm**

1. Contractor shall furnish and install flags in various areas at Fairview Farm as agreed upon by the District. Installation shall begin May 15, 2026 and shall be completed prior to the Plant Grow Eat program.

**a. Perimeter Fenceline**

- (1) Contractor shall install twelve (12), 20-foot aluminum flagpoles with

**EXHIBIT A**  
**SCOPE OF WORK**

0.125-inch wall heavy-wind resistance.

- (2) Contractor shall supply twelve (12) new sunflower flags, flagpoles, brackets and ground mounts for installation.

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

- (1) Contractor shall install District supplied decorative elements and accents required to create and complete the entrance.

**c. Sunflower Windmills**

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

**E. Farm 2 U**

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

**a. Tent Structures**

- (1) Contractor shall provide design work for five (5) District-provided tent structures, each measuring 30-feet by 30-feet.
- (2) Contractor shall provide fabrics in similar manner as in prior year.
- (3) Contractor shall intricately knot each triangular fabric piece at the apex of each structure to allow airflow and ensure each fabric piece is securely attached.
- (4) Contractor shall install District-owned bright white stringer lights and cords and install stringer lights on the interior of each tent structure, ensuring the lights are aesthetically pleasing.
- (5) Contractor shall install District provided padding and fabric leg coverings on each tent leg, ensuring padding and fabric are properly fastened and neat in appearance.

**b. Blooms Vignette**

- (1) Contractor shall securely hang District supplied inflatable flowers on the interior of tent frames.
- (2) Contractor shall, if directed and time permits, decorate the outside tent walls with District supplied custom-designed elements, including murals and hanging artwork that complement the theme of the Blooms Flower Shop.

**c. Exterior Road Overhead**

- (1) Contractor shall install District provided lanterns and/or hangable elements on the outside south and east side of the Farm 2 U building, using existing bistro lights cable for fastening.
- (2) Contractor shall install up to twenty-four (24) pieces on the south side and up to twelve (12) pieces on the east side exterior. Total number of pieces shall not exceed thirty-six (36).
- (3) Contractor shall not add any new cables or hardware lines and agrees to use only existing cross street bistro light cables.
- (4) Contractor shall not be liable for loss or damage due to wind, weather, vehicle strikes or vandalism.

**EXHIBIT A  
 SCOPE OF WORK**

**III. DELIVERY / PICK-UP SCHEDULE**

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

B. Schedule

<b>Perimeter Fence Line</b>	
May 7, 2026	Arrival, Move-In, Initiate Set-Up
May 15 - 18, 2026	Installation
June 7 - 10, 2026	Review Check and Re-Secure, As Needed
July 7 - 10, 2026	Removal

<b>Gate Flags</b>	
May 7, 2026	Arrival, Move-In, Initiate Set-Up
May 15 - 18, 2026	Installation
June 7 - 10, 2026	Review Check and Re-Secure, As Needed
July 7 - 10, 2026	Removal

<b>Additional Gate and Special Location Flags</b>	
June 7 - 10, 2026	Installation
July 7 - 10, 2026	Removal

<b>Fairview Farm</b>	
May 7, 2026	Arrival, Move-In, Initiate Set-Up
May 15 - 18, 2026	Installation
June 7 - 10, 2026	Review Check and Re-Secure, As Needed
July 7 - 10, 2026	Removal

<b>Farm 2 U</b>	
May 7, 2026	Arrival, Move-In, Initiate Set-Up
May 15 - 18, 2026	Installation
June 7 - 10, 2026	Additional Installation, Review Check and Re-Secure, As Needed
July 7 - 10, 2026	Removal

**IV. DISTRICT RESPONSIBILITIES**

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

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-025

GL ACCOUNT NUMBER (If Applicable)

GL#: 540100-60

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

R.W.B. Party Props, Inc.

2. The term of this Agreement is:

START DATE

April 15, 2026

THROUGH END DATE

July 11, 2026

3. The maximum amount of this Agreement is:

\$77,000.00

Seventy-Seven Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A, Attachment 1	Props, Quantities, and Pricing	5
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.)

R.W.B. Party Props, Inc.

CONTRACTOR BUSINESS ADDRESS

128 South Cypress Street

CITY

Orange

STATE

CA

ZIP

92866

PRINTED NAME OF PERSON SIGNING

Ed Mendez

TITLE

Project Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**A. SERVICES OVERVIEW**

1. R.W.B. Party Props, Inc., hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with the services as described herein:

Contractor shall provide stage props in various areas of the District for the 2026 San Diego County Fair, hereinafter referred to as “Fair”.

Contractor shall provide decorations and new or vintage props for the “Once Upon A Fair” theme attraction and for the District’s “Farm” and “Farm 2 U” exhibit.

Contractor shall provide set design, decorations and support for approximately eight to twelve (8-12) additional locations throughout the District, including but not limited to Garden Show, Fair entrances, theme exhibit, beer and wine experience exhibits, Paddock Stage and competition buildings, including Home Made and Flower Show.

Contractor shall be responsible for delivery, installation, tear-down and removal of all props upon closure of the Fair.

2. Services shall be performed at the District located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
3. The project representatives during the term of this Agreement will be:

<b>District</b>		<b>Contractor</b>	
Name:	Rachelle Weir, Creative Services Manager	Name:	Ed Mendez, Project Manager
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	128 South Cypress Street Orange, California 92866
Phone:	(858) 792-4211	Phone:	(714) 538-8629
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:ed@rwbpartyprops.com">ed@rwbpartyprops.com</a>

**B. WORK TO BE PERFORMED**

1. Contractor shall build props as requested by the District. Progress of the build shall be demonstrated through photos and sent to District management.
2. Contractor shall deliver props selected by the District listed in “Exhibit A, Attachment 1 – Props, Quantities, and Pricing”, attached hereto and incorporated herein, beginning April 15, 2026, or as agreed upon by Contractor and District.
3. Contractor shall install props in locations and areas indicated by the District beginning May 26, 2026 or as agreed upon by Contractor and District.
  - a. Contractor shall install props daily between the hours of 8:00 a.m. and 5:00 p.m., as agreed upon by Contractor and District.

**EXHIBIT A  
SCOPE OF WORK**

- b. Contractor shall complete installation of all props rented by the District no later than June 5, 2026 at 5:00 p.m.
- 4. Contractor shall tear-down and remove all props beginning July 6, 2026.
  - a. Contractor shall remove props daily between the hours of 8:00 a.m. and 5:00 p.m., as agreed upon by Contractor and District.
  - b. Contractor shall remove props from the Farm and Theme building no later than 5:00 p.m. on July 7, 2026.
  - c. Contractor shall complete removal of all props from the remaining areas of the District no later than July 11, 2026 at 5:00 p.m.
- 5. Contractor shall be responsible for all labor, transportation, equipment and materials necessary for installation, staging and removal of props.
- 6. Any prop or decoration brought onto District premises shall be inspected upon arrival. Any pre-existing damage or condition issues must be reported to and acknowledged by authorized District personnel and documented with photographs at the time of delivery/installation. District shall not be responsible for any loss of or damage to prop or decoration unless such damage is reported and documented with authorized District personnel prior to removal of the prop from District premises. Failure to document and report damage prior to removal shall constitute acknowledgment that the prop or decoration was returned in the same condition as received.
- 7. Contractor agrees to provide a written quote for District approval, prior to the initiation of any additional rental props or services. District shall not be responsible for additional costs that have not been pre-approved in writing by the District.
- 8. Tasks and Deliverables Schedule

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
B.1.	Photographic Proof of Prop Build Progress	April 30, 2026
B.2.	Deliver Props to the Farm	April 15, 2026
B.3.	Props Fully Installed	June 5, 2026
B.4.	Props Fully Removed from District Property	July 11, 2026

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-026

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-60

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Shoreline Land Care, Inc. dba Landcare Logic

2. The term of this Agreement is:

START DATE

April 15, 2026

THROUGH END DATE

July 31, 2027

3. The maximum amount of this Agreement is:

\$95,000.00

Ninety-Five Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit A, Attachment I	Sample Photos	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B, Attachment I	Pricing and Rate Schedule	1
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.)

Shoreline Land Care, Inc. dba Landcare Logic

CONTRACTOR BUSINESS ADDRESS

4925 Market Street

CITY

San Diego

STATE

CA

ZIP

92102

PRINTED NAME OF PERSON SIGNING

Anthony Angelo

TITLE

Executive VP

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
 SCOPE OF WORK**

**1. SERVICES OVERVIEW**

A. Shoreline Land Care, Inc. dba Landcare Logic, hereinafter referred to as the Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

Contractor shall provide labor to set-up and remove temporary block garden displays for the 2026 and 2027 San Diego County Fair (Fair).

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

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

22 <sup>nd</sup> District Agricultural Association	Landcare Logic
Name: Mary Martineau, Agriculture Programs Supervisor	Name: Tony Angelo, Executive VP
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 4925 Market Street San Diego, CA 92102
Phone: 858-792-4247	Phone: 858-335-2522
E-mail: <a href="mailto:mmartineau@sdfair.com">mmartineau@sdfair.com</a>	E-mail: <a href="mailto:Tony.Angelo@landcarelogic.com">Tony.Angelo@landcarelogic.com</a>

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**

1. District reserves the right, in its sole discretion, to modify any dates, timelines, or schedules set forth in this Agreement. District shall provide Contractor with written notice of any such changes. Contractor shall comply with any revised schedule.

2. For the 2026 contract year, Contractor shall furnish all necessary labor and tools to assemble the outside border of up to twenty-two (22) block garden displays, with District-owned block, between April 15 and May 2, 2026. All work must be completed no later than May 2, 2026, at noon.

For 2027, services will typically be required between mid-April and mid-May, with District providing the schedule in advance of services being performed.

3. All blocks shall be stacked to create up to twenty-two (22) planters, as directed by the District, in a manner where no mortar is required.

**EXHIBIT A  
SCOPE OF WORK**

4. Contractor must provide a sufficient amount of laborers for the block garden project who meet the following requirements:
  - a. Be able to lift a minimum of forty (40) pounds.
  - b. Have the ability to bend freely and have dexterity in both hands.
  - c. Have the ability and knowledge to dry stack blocks to create planters that will be filled with dirt, upon completion.
  - d. Be able to work outside for extended periods while exposed to weather elements.
5. District is responsible for adding dirt to each planter. Upon addition of the dirt, Contractor shall spread the dirt evenly throughout the planter, creating a smooth, even surface on top.
6. Contractor shall furnish all necessary labor and tools to dismantle and remove the temporary block garden displays and neatly stack blocks on pallets for storage. Work shall take place between July 9, 2026 and July 11, 2026. All work must be completed no later than July 11, 2026, at 5:00 p.m. For the 2027 contract year, the schedule for dismantling and removal services will be determined at a later date.
7. Contractor shall have at minimum, one (1) representative onsite as the point person who can understand and speak basic English to be the liaison between staff and Contractor's laborers.

**B. Garden Sizes**

1. The number and size of each garden for each contract year will be determined by the District, prior to Contractor beginning work. Garden displays may be any or all of the following sizes:
  - a. 10-feet x 15-feet
  - b. 15-feet x 20-feet
  - c. 15-feet x 50-feet
  - d. 20-feet x 25-feet
  - e. 25-feet x 40-feet

**C. Block Dimensions**

1. District-owned blocks vary in size with some being smaller than those listed below. The sizes in the following list represent the largest sized blocks:
  - a. 11-inches x 6-inches x 6-inches
  - b. 12-inches x 10-inches x 6-inches
  - c. 14-inches x 10-inches x 6-inches
  - d. 16-inches x 11-inches x 6-inches
2. Refer to Exhibit A, Attachment I, Sample Photos, for examples of past displays, which are included as a reference only and do not necessarily represent the 2026 or 2027 set-up.

**EXHIBIT A  
SCOPE OF WORK**

**D. Requirements**

1. Verification of Dimensions: Contractor shall carefully check and verify all dimensions, sizes, and placement of block garden planters before proceeding with any work. Prior to providing a quote on the work, Contractor shall be thoroughly familiar with the requirements of the contract and scope of work to be done.
2. Damages: Contractor shall be responsible for damages to the existing building, ground pavement, landscaping and equipment caused by faulty workmanship. Contractor shall repair, at Contractor's own expense, all damages so caused.
3. Inspection: District's representative shall, at all times, have access to the work site and shall be furnished with every reasonable facility for ascertaining that the workmanship is in accordance with the specifications herein. All work done shall be subject to District's inspection. The inspection of the work shall not relieve the Contractor of any such obligation to fulfill the contract as prescribed. Work not meeting such requirements shall be made good and unsuitable work may be rejected by the District, notwithstanding that such work may have been previously inspected.
4. Removal of Rejected Work: All work which has been rejected by the District shall be remedied or removed and replaced by Contractor in an acceptable manner at no additional cost to the District.
5. Cleaning: Contractor shall execute daily cleaning to keep the worksite free of the accumulations of rubbish, windblown debris, or trip hazards prior to leaving each day.
6. Final Clean-up: Before final inspection of the work by the District, Contractor shall clean and remove all rubbish and excess materials, if any, from the job site and all areas occupied by Contractor in connection with the work performed. The Contractor shall also sweep the grounds in and around the job site to remove dust and debris. All parts of the work shall be left in a neat and presentable condition. Final clean-up will be provided by the Contractor at no additional cost to the District.
7. Final Inspection: Upon completion of work, District's representative will make the final inspection.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-028

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-30

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Dekra-Lite Industries, Inc. dba SD Street Banners

2. The term of this Agreement is:

START DATE

April 15, 2026

THROUGH END DATE

July 31, 2026

3. The maximum amount of this Agreement is:

\$80,000.00

Eighty Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B, Attachment I	Pricing Table	1
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.)

Dekra-Lite Industries, Inc. dba SD Street Banners

CONTRACTOR BUSINESS ADDRESS

3102 W. Alton Avenue

CITY

Santa Ana

STATE

CA

ZIP

92704

PRINTED NAME OF PERSON SIGNING

Mike Sterling

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- a. Dekra-Lite Industries, Inc. dba SD Street Banners, herein after referred to as Contractor, agrees to provide banner installation and removal services in various cities / communities throughout San Diego County for 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, herein after referred to as District as described herein:
- b. At the direction and to the satisfaction of District Management, Contractor shall provide all labor, tools, transportation, fuel, equipment, supplies, and necessary permits to perform banner installation and removal services of promotional banners for the District.
- c. Contractor shall install and remove San Diego County Fair promotional banners, provided by the District, to existing streetlights and/or banner poles in the cities / communities listed below, where Contractor is the sole authorized installer and has existing contracts with the cities / communities for banner installation services.
- d. Contractor shall be responsible for picking up all the banners from District's banner printing vendor and shall coordinate the pick-up date/time for all San Diego County banners (approximately 1,119) with District's Marketing Representative.
- e. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	SD Street Banners
Name: Jennifer Hellman	Name: Russell Warner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 9126 Togan Ave. San Diego, CA 92129
Phone: 858-792-4227	Phone: 310-775-1060
e-mail: <a href="mailto:jhellman@sdfair.com">jhellman@sdfair.com</a>	e-mail: <a href="mailto:russ@sdstreetbanners.com">russ@sdstreetbanners.com</a>

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 agrees to install all banners before May 31, 2026 and remove all banners before July 28, 2026.
- b. Contractor shall coordinate with District's Marketing Representative for a list of each designated city/community representative and their contact information for coordination of exact time and location of installation and removal services.
- c. Upon removal of banners, Contractor shall give the used Fair banners to each designated community representative.
- d. Contractor shall provide the installation and removal of the following banners, at the locations in the quantities listed below:

**EXHIBIT A  
 SCOPE OF WORK**

<b>Location/Community</b>	<b>No. of Banners</b>	<b>Size of Banners</b>
Chula Vista	50	30 x 95 in.
City Heights	60	30 x 95 in.
Clairemont	32	30 x 94 in.
El Cajon Blvd.	40	30 x 95 in.
Escondido	30	30 x 95 in.
Del Mar – Paddock	24	30 x 95 in.
Diamond District	67	30 x 94 in.
Jimmy Durante Blvd.	60	30 x 95 in.
Lemon Grove	30	30 x 84 in.
Linda Vista	34	30 x 94 in.
Logan Heights	69	27 x 78 in.
Mira Mesa	45	30 x 94 in.
Mission Hills	70	30 x 94 in.
Morena	32	30 x 94 in.
National City	25	20 x 62 in.
Oak Park	34	30 x 94 in.
Oceanside	40	30 x 84 in.
Otay Mesa	34	30 x 94 in. (30) 30 x 80 in. (4)
Pacific Beach	30	30 x 94 in.
Point Loma	66	30 x 94 in.
Rancho Peñasquitos	60	30 x 94 in.
Rolando Park	30	30 x 96 in.
Sherman Heights	40	30 x 95 in.
University City	20	30 x 94 in.
University Heights	19	30 x 94 in.
Vista	78	17.75 x 37.5 in. (28) 25 x 52.5 in. (38)
<b>TOTAL ESTIMATED BANNERS</b>	1,119	

- e. Unanticipated Services: Should the need for additional services not anticipated at the time of this Agreement be identified by the District, the Contractor shall provide services at the same rates and only at the locations outlined in the Agreement, subject to prior written approval from the District.
- f. Additionally, the City of Chula Vista requires an Encroachment Permit with an associated fee of \$460.00. Contractor shall make a good faith effort to request a waiver of such fee. If the fee is not waived, Contractor may submit an invoice to District for reimbursement, which shall be supported by documentation showing payment of the permit fee.
- g. Each individual city/community is responsible for providing the brackets and bands for placement of the banners. The brackets and bands are pre-installed on the streetlights and banner poles prior to hanging of the banners.
- h. The District is responsible for monitoring the banners throughout the contract term for any loose banners or banners in need of repair at each individual city/community where the banners are located.

**EXHIBIT A  
SCOPE OF WORK**

- i. District shall notify Contractor of any loose or broken banners, brackets, bands, or any repairs that should be required at any of the above locations. Contractor shall respond to District's call/request for service within forty-eight (48) hours upon receiving notification. **Contractor shall provide the service call to repair/replace banner/hardware at no additional cost to District.**
- j. Contractor will remove and re-install any banners that were in-place prior to the installation of District's promotional banners. Depending on each individual city/community request, Contractor shall either deliver removed banners to District for safe storage or give to each designated city/community representative for safe-keeping while District's promotional banners are being displayed. Contractor shall re-hang the city/community banners upon removal of District's banners.
- k. Contractor shall obtain and maintain all licenses and permits required to install banners in all the locations/cities described in this contract. Contractor must hold and provide a valid C-61/D-42 license for Specialty Non-Electrical Sign issued by the Contractor State License Board (CSLB). Each of the locations/cities may have different rules and requirements to be followed when installing banners. Banner permits must be obtained for all banners in all cities according to each city before installation begins.
- l. Contractor may also be required to furnish and maintain traffic control devices when lane closures along the roadway are required to place the banners. Some cities may require work zone type traffic control guidelines such as those used for street construction, maintenance and utility operations. In addition, Contractor may be required to provide specialized equipment used to install banners. It is the installer's responsibility to know and adhere to these requirements and/or rules for each location/city. All costs associated with the adherence of these requirements or equipment is the responsibility of the Contractor and are included in this contract.
- m. Contractor agrees that all work must be performed to meet safety regulations as established by Occupational Safety and Health Administration (OSHA).
- n. Contractor shall be liable for damage or loss of banners while in their custody or during installation or removable.
- o. Contractor must perform the installation of the banners in a professional manner and to each city/location and the District's satisfaction. Damage to City or private property or mistakes in installation or location due to the installer's negligence must be corrected and or repaired in a timely manner and at the Contractor's expense.
- p. Contractor agrees to dispose of all generated waste in accordance with State and local laws and regulations.
- q. Contractor shall provide traffic control plan when requested.
- r. Upon request, Contractor shall add the above-listed communities as additional insureds on all required insurance policies and provide certificates of insurance showing such coverage to District.



## **Item 7, Executive Report**

### **Summary of the February 2026 Financials**

#### **Overview**

Accompanying this Committee Report are preliminary financial reports for February 2026. Figures are still subject to final close adjustments.

The Balance Sheet includes the consolidated activity of 22nd DAA, State Race Track Leasing Commission (SRTLCL), 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 February 2026 is favorable relative to the approved budget. Monthly operations outperformed expectations by \$1.01 million, driven by higher-than-anticipated food and beverage and parking revenues, along with expense savings in payroll, professional services, and supplies. Cash balances through February are also higher than during the same period in 2025.

#### **Monthly Performance (February 2026)**

In February, revenues exceeded the budget by 45%, or \$535K. This favorable variance was primarily driven by strong Food and Beverage (F&B) performance, with revenues \$233K above forecast (87%), and higher Parking revenues, which exceeded the forecast by \$323K (128%) for the month.

Of note was the performance of Legends Global (formerly Premier) in February. For the first time in recent memory, food and beverage operations were positive in the month of February. In total, Legends' operation generated nearly \$500,000 in revenue for the month — almost double what their team had budgeted. This success was due to the success of shows at The Sound in February — including multiple sell-out shows - reduced labor expenses, and food-and-beverage buyouts for the two-weekend Sumo & Sushi — a traveling food-and-culture event that the 22nd DAA hosted for the first time. The net result was a \$34,757 distribution to the 22nd DAA. Last February, Legends' loss amounted to a \$233,574 expense.

<b><u>Category</u></b>	<b><u>Status</u></b>	<b><u>Variance</u></b>	<b><u>Notes</u></b>
Total Revenues	●	+45% / +535K	Higher F&B and Parking revenues.
Operating Expenses Savings	●	-19% / -\$568K	Excess savings in payroll, professional services, supplies and facility & rental expenses.
Food & Beverage Revenues	●	+88% / +\$233K	Nine additional interim events than planned, and six concerts at the Sound as budgeted.
Facility Rentals	●	-12% / -\$51K	The Bansky revenue was recognized in January but budgeted for February. The Center, RV rentals, and Equestrian Center performed better than forecast (+\$15K).
Parking Revenues	●	+128% / +\$323K	Driven by the Bridal Bazaar shifting from April to February, and the addition of Sumo + Sushi (not in original budget).

### **Year-to-Date Performance (Jan–Feb 2026)**

For fiscal year 2026, results remain favorable compared to the budget by approximately \$1.7 million. This variance is primarily expense-driven, with year-to-date costs running 20% below forecast, or \$1.23 million. Cost savings were realized across payroll, contracted professional services, and supplies. Revenues also exceeded budget by 18%, or \$489K, led by strong performance in Food and Beverage, facility rentals, and parking, which collectively surpassed budget by \$475K.

<b><u>Category</u></b>	<b><u>Status</u></b>	<b><u>Variance</u></b>	<b><u>Notes</u></b>
Total Revenues	●	+19% / +\$489K	Higher F&B and Parking revenues.
Operating Expenses	●	-20% / -\$1.2M	Expense savings across multiple areas
Concessions Revenue	●	+21% / +\$151K	Nine additional interim events in February.
Payroll & Related	●	-14% / -\$361k	Vacancies, reduced temp labor, and lower professional development costs.
Professional Services	●	-21% / -\$407K	Reduced expenses to date and lower F&B costs.
Facility Rentals	●	+6% / +\$42K	Bridal Bizzar moved from April and addition of Sumo Sushi.
Parking Revenues	●	+41% / +\$281K	Bridal Bizzar moved from April and addition of Sumo Sushi

### **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 February 28, 2026**

	<b>2026</b>	<b>2025</b>	<b>2024</b>
<b>Assets</b>			
1 Cash	\$ 22,923,797	\$ 28,478,294	\$ 35,093,134
Reserves - BOD as DAA Reserved Funds	11,250,000	-	-
Reserves - Surf & Truf Utility	92,172	-	-
Restricted Cash - JLA	132,555	79,212	57,551
2 Restricted Cash - F&B Equipment Fund	7,523	18,718	51,157
3 Restricted Cash - RTA	9,525,333	10,895,366	12,950,898
<b>Total Cash and Cash Equivalents</b>	<b>43,931,379</b>	<b>39,471,589</b>	<b>48,152,740</b>
Accounts Receivable	3,072,609	643,878	2,296,787
Prepaid Expenses	706,987	498,438	258,992
4 Deferred Outflows Pension	7,899,241	7,899,241	7,035,722
<b>Total Current Assets</b>	<b>11,678,837</b>	<b>9,041,557</b>	<b>9,591,501</b>
Land and Land Improvements	46,612,707	46,998,212	45,156,113
Building and Improvements	217,732,667	218,329,352	217,564,033
Equipment	41,589,272	40,077,049	38,911,793
Capital Projects in Process	2,081,005	2,745,155	2,943,391
Accumulated Depreciation	(212,664,159)	(203,988,100)	(193,440,004)
<b>Total Capital Assets</b>	<b>95,351,493</b>	<b>104,161,667</b>	<b>111,135,326</b>
<b>Total Assets</b>	<b>\$ 150,961,708</b>	<b>\$ 152,674,813</b>	<b>\$ 168,879,567</b>
<b>Liabilities</b>			
Accounts Payable	6,187,408	6,397,000	8,692,005
Payroll Liabilities	1,478,679	1,233,628	1,048,848
Accrued Liabilities	1,691,620	1,650,932	1,851,376
Other Current Liabilities	888,945	796,780	1,045,812
6 Deferred Revenue	3,396,228	2,061,739	1,353,833
5 Current Long Term Debt	1,291,581	2,105,891	3,411,675
7 Accrued Employees Leave Liabilities	1,336,776	1,260,247	1,372,992
8 Long Term Debt	51,164,704	54,170,353	56,994,275
Reserve - F&B Equipment Fund	409,369	103,813	6,342
Reserve - JLA	60,691	60,691	43,292
4 Pension Liability	25,529,102	25,447,109	21,394,530
4 Deferred Inflows - Pension	1,753,746	1,753,746	1,717,258
<b>Total Liabilities</b>	<b>95,188,849</b>	<b>97,041,929</b>	<b>98,932,238</b>
<b>Net Resources</b>			
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	(7,717,220)	(7,857,195)	17,804,861
<b>Total Net Resources</b>	<b>55,772,859</b>	<b>55,632,884</b>	<b>69,947,329</b>
<b>Total Liabilities and Net Resources</b>	<b>\$ 150,961,708</b>	<b>\$ 152,674,813</b>	<b>\$ 168,879,567</b>

- 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 February 28, 2026  
DAA

	February 2026			Year-to-Date			Full 2026
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>REVENUES</b>							
Admissions Revenue	0	0	0	0	0	0	14,882,630
Gates	0	0	0	0	0	0	14,882,630
Concessions Revenue	505,872	272,256	233,616	867,122	715,316	151,806	47,404,003
Food & Beverage Contra	499,178	266,156	233,022	854,081	703,116	150,966	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	371,382	422,424	(51,042)	780,985	738,884	42,101	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	56,016	56,827	(811)	111,469	113,046	(1,577)	688,114
Program Revenues	668,677	333,690	334,987	1,117,064	844,295	272,769	8,857,303
JLA	0	0	0	0	0	0	63,000
Parking	574,142	251,690	322,452	964,414	683,295	281,119	8,013,563
Participation Fees	45,975	25,000	20,975	55,455	50,000	5,455	273,740
Satellite Wagering	48,560	57,000	(8,440)	97,195	111,000	(13,805)	507,000
<b>OPERATING REVENUE TOTALS</b>	<b>1,601,947</b>	<b>1,085,197</b>	<b>516,750</b>	<b>2,876,640</b>	<b>2,411,541</b>	<b>465,099</b>	<b>81,093,963</b>
Contributions	4,150	8,100	(3,950)	15,300	14,100	1,200	1,880,600
Government Funding	0	0	0	0	0	0	450,000
Sponsorships	3,900	3,900	0	7,800	7,800	0	1,407,800
Other Non-Operating Revenue	33,724	7,976	25,748	42,599	18,537	24,062	1,226,705
Interest Earnings	8,939	0	8,939	8,939	0	8,939	990,000
Reimbursed Costs	76,266	79,916	(3,650)	140,029	142,532	(2,503)	1,971,192
Prior Year Revenue	0	0	0	0	0	0	0
<b>NON-OPERATING REVENUE TOTALS</b>	<b>114,140</b>	<b>95,992</b>	<b>18,148</b>	<b>197,928</b>	<b>175,169</b>	<b>22,759</b>	<b>5,078,497</b>
<b>TOTAL REVENUE</b>	<b>1,716,087</b>	<b>1,181,189</b>	<b>534,898</b>	<b>3,074,568</b>	<b>2,586,710</b>	<b>487,858</b>	<b>86,172,460</b>
<b>EXPENSES</b>							
Payroll & Related Expense	1,104,292	1,253,673	149,382	2,165,532	2,526,376	360,844	19,340,798
Professional Developer	2,081	34,450	32,369	13,894	90,800	76,906	286,599
Professional Services Expense	695,666	918,169	222,503	1,503,844	1,911,134	407,290	29,193,709
Food & Beverage Expens	463,398	499,732	36,334	1,016,614	1,110,459	93,845	18,871,587
Insurance Expense	179,933	159,436	(20,497)	359,866	318,872	(40,994)	2,222,077
Facility & Related Expense	274,913	336,374	61,461	609,881	691,748	81,867	7,087,323
Equipment & Small Ware	2,556	0	(2,556)	2,556	0	(2,556)	0
Telephone & Internet	6,973	8,704	1,731	15,138	17,408	2,270	106,918
Repairs & Maintenance	24,340	85,046	60,706	96,380	194,092	97,712	918,552
Utilities	237,033	223,500	(13,533)	482,762	457,000	(25,762)	3,910,000
- Electricity	93,986	-	-	230,571	-	-	-
- Water	49,704	-	-	110,785	-	-	-
Supplies Expense	50,250	146,964	96,714	101,828	417,327	315,499	1,791,386
Marketing & Related Expense	10,468	68,289	57,820	14,532	76,789	62,256	1,409,606
Program Expenses	42,988	53,375	10,387	90,659	150,568	59,909	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	92,125	81,911	(10,214)	179,770	169,348	(10,422)	2,726,623
Bank & Service Fees	33,063	12,601	(20,462)	55,191	31,728	(23,463)	1,868,283
Interest Expense	59,082	68,310	9,228	124,599	136,620	12,021	809,440
<b>OPERATING EXPENSE TOTALS</b>	<b>2,450,634</b>	<b>3,018,191</b>	<b>567,557</b>	<b>5,025,912</b>	<b>6,262,161</b>	<b>1,236,249</b>	<b>81,097,561</b>
Other Non-Operating Expense							
Prior Year Expense	9,934	0	(9,934)	9,934	0	(9,934)	0
<b>NON-OPERATING EXPENSE TOTALS</b>	<b>9,934</b>	<b>0</b>	<b>(9,934)</b>	<b>9,934</b>	<b>0</b>	<b>(9,934)</b>	<b>0</b>
<b>TOTAL EXPENSE</b>	<b>2,460,568</b>	<b>3,018,191</b>	<b>557,623</b>	<b>5,035,847</b>	<b>6,262,161</b>	<b>1,226,315</b>	<b>81,097,561</b>
<b>NET INCOME (LOSS)</b>	<b>(744,481)</b>	<b>(1,837,002)</b>	<b>1,092,521</b>	<b>(1,961,279)</b>	<b>(3,675,451)</b>	<b>1,714,172</b>	<b>5,074,900</b>

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

## Food & Beverage Report Feb-26

February 2026 Food Service Revenues were \$499,178. Budgeted Revenues for February 2026 were \$266,156

Net distribution to the District for February 2026 was \$34,757 or 7.0%. Budgeted distribution for February 2026 was (\$233,574) or -87.8%.

Year-to-date 2026 distribution to the District is (\$164,275) or -19.2%. The budgeted distribution for YTD 2026 was (\$407,342) or -57.9%.

<b>Feb-26</b>	<b>2026 ACTUAL</b>	<b>%</b>	<b>2026 BUDGET</b>	<b>%</b>	<b>2025 ACTUAL</b>	<b>%</b>
TOTAL REVENUE	499,178	100.0%	266,156	100.0%	131,095	100.0%
TOTAL COGS	76,577	15.3%	53,652	20.2%	23,830	18.2%
GROSS MARGIN	422,601	84.7%	212,504	79.8%	107,265	81.8%
TOTAL PAYROLL	277,561	55.6%	377,073	141.7%	291,621	222.5%
OPERATING EXPENSES	105,319	21.1%	102,373	38.5%	89,985	68.6%
NET PROFIT	39,722	8.0%	(266,942)	-100.3%	(274,342)	-209.3%
CLIENT DISTRIBUTION	34,757	7.0%	(233,574)	-87.8%	(240,049)	-183.1%

<b>YTD</b>	<b>2026 ACTUAL</b>	<b>%</b>	<b>2026 BUDGET</b>	<b>%</b>	<b>2025 ACTUAL</b>	<b>%</b>
TOTAL REVENUE	854,081	100.0%	703,115	100.0%	444,715	100.0%
TOTAL COGS	144,740	16.9%	139,709	19.9%	87,516	19.7%
GROSS MARGIN	709,341	83.1%	563,406	80.1%	357,199	80.3%
TOTAL PAYROLL	667,046	78.1%	787,942	112.1%	696,763	156.7%
OPERATING EXPENSES	230,039	26.9%	240,998	34.3%	236,097	53.1%
NET PROFIT	(187,743)	-22.0%	(465,534)	-66.2%	(575,661)	-129.4%
Y-T-D CLIENT DISTRIBUTION	(164,275)	-19.2%	(407,342)	-57.9%	(503,703)	-113.3%

Fair Name: San Diego County Fair / 22nd DAA  
 City: Del Mar


State of California  
 Department of Food & Agriculture  
 Fairs & Expositions Branch  
 STOP-01 (Rev. 12/25)  
 Page 1

**2025 Statement of Operations**

STATEMENT OF OPERATIONS - OPERATING FUND	Reference	Account Number(s)	Jan 1 to Dec 31, 2025
<b>TOTAL NET RESOURCES, January 1</b>			
Net Resources-Unrestricted	Prior Year	29100	\$21,877,066
Unrestricted Net Position-Pension	Prior Year	29400	(\$16,253,074)
Net Resources-Restricted	Prior Year	29300	97,143
Net Resources-Capital Assets, Less Related Debt	Prior Year	29000	24,235,697
Prior Year Audit Adjustment(s)	Prior Year	various	(3,012,652)
<b>TOTAL NET RESOURCES, JANUARY 1</b>			<b>26,944,179</b>
<b>RESOURCES ACQUIRED:</b>			
Operating Revenues	from page 2	various	85,192,274
State (Local/Base) Allocation(s) (F&E)	to page 2	31200	0
Training Allocation & Other Fiscal & Admin Assistance (F&E)	to page 2	31300	560,500
Capital Project Reimbursement Funds	to page 2	31900	0
One-time Revenue Sources (fire camp, sale of property, capital project audit adj)	to page 2	32500	
Contributions from Other Gov't (non-F&E) Sources	to page 2	33000	0
Provide description for Other Gov't (non F&E) Contributions:			
Other (e.g. Flex Capital)	to page 2	34000	0
<b>TOTAL RESOURCES ACQUIRED</b>			<b>85,752,774</b>
<b>RESOURCES APPLIED:</b>			
Operating Expenditure	from page 2	various	78,028,914
Depreciation Expense	from page 2	90000	4,817,156
Pension Expense	from page 2	96000	0
OPEB Expense	from page 2	96001	0
<b>TOTAL RESOURCES APPLIED</b>			<b>82,846,070</b>
<b>INCREASE/(DECREASE) IN NET RESOURCES DURING THE YEAR</b>			<b>2,906,704</b>
<b>TOTAL NET RESOURCES, December 31</b>			
Net Resources-Unrestricted	from Sch 1	29100	31,552,917
Unrestricted Net Position-Pension/OPEB	from Sch 1	29400	(19,383,607)
Net Resources-Restricted	from Sch 1	29300	396,558
Net Resources-Capital Assets, Less Related Debt	from Sch 1	29000	17,285,015
<b>TOTAL NET RESOURCES, DECEMBER 31</b>			<b>\$29,850,883</b>

Unrestricted Reserve Percentage

40.44%

  
 Carlene Moore (Apr 1, 2026 12:30:17 PDT)  
 CEO Signature

Apr 1, 2026  
 Date

N/A  
  
 2025 Fair Theme

**2025 Statement of Operations**

<b>SUMMARY OF OPERATIONS</b>	Reference	Account Number	Jan 1 to Dec 31, 2026
<b>OPERATING REVENUES:</b>			
Admissions to Grounds		41000	\$13,583,846
Industrial and Commercial Space		41500	3,261,660
Carnivals		42100	17,160,093
Concessions		42200	29,549,661
Exhibits		43000	291,949
Horse Show		44000	0
Horse Racing (Fairtime Pari-Mutuel)		45000	2,025,000
Horse Racing (Satellite Wagering)		45005	512,055
Fair Attractions		46000	
Motorized Racing		46109	
Interim Attractions		46009	
Miscellaneous Fair		47000	9,030,726
Miscellaneous Non-Fair Programs		47005	188,411
Interim Revenue		48000	4,590,844
Prior Year Revenue Adjustment		49000	313,447
Other Operating Revenue		49500	4,684,582
<b>TOTAL OPERATING REVENUES</b>	to page 1		85,192,274
<b>OPERATING EXPENDITURES:</b>			
Administration		50000	12,252,086
Maintenance & General Operations		52000	11,060,729
Publicity		54000	2,821,926
Attendance Operations		56000	8,609,762
Miscellaneous Fair		57000	9,795,409
Miscellaneous Non-Fair Programs		57005	20,790,136
Premiums (For Exhibit programs only)		58000	0
Exhibits		63000	3,656,180
Horse Show		64000	0
Horse Races (Fairtime Pari-Mutuel)		65000	0
Horse Races (Satellite Wagering)		65005	0
Fair Entertainment Expense		66000	8,839,183
Motorized Racing		66109	
Interim Entertainment Expense		66009	0
Equipment (Funded by Fair)		72300	59,634
Prior Year Expense Adjustment		80000	143,940
Cash (over/under)		85000	(71)
Other Operating Expense		94000	0
<b>TOTAL OPERATING EXPENDITURES</b>	to page 1		78,028,914
<b>NET OPERATING PROFIT/(LOSS) BEFORE DEPRECIATION, PENSION, OPEB</b>			\$7,163,360
Depreciation Expense	to page 1 & sch 7	90000	4,817,156
Pension Expense	to page 1	96000	0
OPEB Expense	to page 1	96001	0
<b>NET OPERATING PROFIT/(LOSS) AFTER DEPRECIATION, PENSION, OPEB</b>			\$2,346,204
State (Local/Base) Allocation	from page 1	31200	0
Training Allocation & Other Fiscal & Admin Assistance (F&E)	from page 1	31300	560,500
Capital Project Reimbursements	from page 1	31900	0
Other Funds (e.g. County, Supplemental, Fiscal Ass't)	from page 1	Various	0
<b>NET PROFIT/(LOSS) BEFORE DEPRECIATION, PENSION, OPEB</b>			\$7,723,860
<b>PROFIT MARGIN RATIO BEFORE DEPRECIATION, PENSION, OPEB</b>			9%
<b>NET PROFIT/(LOSS) AFTER DEPRECIATION, PENSION, OPEB</b>			\$2,906,704
<b>PROFIT MARGIN RATIO AFTER DEPRECIATION, PENSION, OPEB</b>			3%

Fair Name: San Diego County Fair / 22nd DAA  
 City: Del Mar

State of California  
 Department of Food & Agriculture  
 Fairs & Expositions Branch  
 STOP-01 (Rev. 12/25)  
 Schedule 1

2025 Statement of Operations

STATEMENT OF FINANCIAL CONDITION	Account Number(s)		12/31/2025
<b>ASSETS</b>			
Cash-Unrestricted	11100-11800 *	\$37,121,306	
Cash-Restricted	11000	3,451,856	
Total Cash			40,573,162
Accounts Receivable, Net of Allowance for Doubtful Accounts	13100-13300		2,894,241
Deferred Charges	14300		671,841
Other Assets	14100, 14700-16200		43,942
Property, Plant & Equipment:			
Construction in Progress	19000	2,081,005	
Land	19100	16,198,257	
Buildings & Improvements	19200	82,518,921	
Less Accumulated Depreciation-Buildings & Improvements **	19201	(71,508,543)	
Equipment	19300	14,574,632	
Less Accumulated Depreciation-Equipment **	19301	(1,870,977)	
Leasehold Improvements	19400		
Less Accumulated Depreciation-Leasehold Improvements **	19401		
Total Property, Plant & Equipment			115,372,815
Total Accumulated Depreciation			(73,379,520)
Net Property, Plant & Equipment			41,993,295
Intangibles:			
Computer Software, Land Use Rights, Patents, Copyrights, Trademarks, etc.	19500		
Less Accumulated Amortization **	19501		
Non-Amortizable Intangible Assets	19600		
Net Intangibles			0
<b>Total Assets</b>			\$86,176,482
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Outflows of Resources - Pension	16000	7,052,158	
Deferred Outflows of Resources - OPEB	16001	847,083	
Total Deferred Outflows of Resources			7,899,241
<b>Total Assets &amp; Deferred Outflow of Resources</b>			\$94,075,723
<b>LIABILITIES</b>			
Insurance Fees Payable	21100		\$0
Accounts Payable	21200 & 21250		9,339,021
Payroll Liabilities	22100-22600		1,360,927
Deferred Revenue	22800		2,126,812
Other Liabilities	23000		(675,831)
Guaranteed Deposits	24100		
Compensated Absences Liability	24500		1,276,995
Long Term Debt (current and long-term portions)	25000		23,431,285
Net Pension Liability	26000		20,522,471
Net OPEB Liability	26001		5,006,631
<b>Total Liabilities</b>			\$62,388,311
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Inflows of Resources - Pension	25600	924,372	
Deferred Inflows of Resources - OPEB	25601	829,374	
Total Deferred Inflows of Resources			1,753,746
<b>Total Liabilities &amp; Deferred Inflow of Resources</b>			\$64,142,057
<b>NET RESOURCES</b>			
Junior Livestock Auction Reserve	25100		82,783
Total Net Resources (without JLA Reserve):			
Net Resources-Unrestricted	29100	31,552,917	
Unrestricted Net Position-Pension/OPEB	29400	(19,383,607)	
Net Resources-Restricted	29300	396,558	
Net Resources-Capital Assets, Less Related Debt	29000	17,285,015	
Total Net Resources (without JLA Reserve):			\$29,850,883
<b>Total Net Resources</b>			\$29,933,666
<b>Total Liabilities &amp; Net Resources &amp; Deferred Inflow of Resources</b>			\$94,075,723
Debt ratio (total liabilities/total assets)			72%
Ratio of Leave Liability Covered by Cash***			29.07
Debt-to-equity ratio (total liabilities/total net resources)			208%

\* If restricted funds are included in cash accounts #11100 through #11800, these funds must be disclosed in a footnote to this report.

\*\* Accumulated depreciation and accumulated amortization should be entered in this form as negative amounts.

\*\*\* If number is under 1.0, the Fair has insufficient funds to fully payout leave.

**Fair Name:** San Diego County Fair / 22nd DAA  
**City:** Del Mar

State of California  
 Department of Food & Agriculture  
 Fairs & Expositions Branch  
 STOP-01 (Rev. 12/25)  
 Schedule 4

**2025 Statement of Operations**

**2022 FAIR STATISTICS**

GROUPS ADMISSIONS	Price per Ticket	Number of Tickets	Amount
<b>PAID ADMISSIONS:</b>			
Gate Admissions	\$23.28	545,114	\$13,583,846
			0
			0
			0
			0
Discounted Admissions		37,383	0
Season Passes		1,109	0
Sponsorship Passes		18,068	0
Exhibitor Passes			0
Livestock Passes		38,338	0
<b>TOTAL PAID ADMISSIONS</b>		<b>640,012</b>	<b>\$13,583,846</b>
<b>FREE ADMISSIONS:</b>			
Courtesy Pass Admissions		17,542	
Credential Admissions		71,729	
Children under 12 Admitted Free		12,771	
Misc Credentials		28,859	
Children under 6 Admitted Free			
<b>TOTAL FREE ADMISSIONS</b>		<b>130,901</b>	
<b>TOTAL ADMISSIONS TO FAIRGROUNDS (Account 41000)</b>		<b>770,913</b>	<b>\$13,583,846</b>
Cash over/under (Account 85000)			\$71

**Courtesy Pass Admissions as Percent of Prior Year Gross Paid Admissions**

**(Not to exceed 4% per Food and Ag Code Section 3026)**

Courtesy pass admissions - current year	17,542
Total number of paid admissions - prior year	646,223
Percent	2.7%

PARKING REVENUE	NUMBER	PRICE	TOTAL REVENUE	% PAID TO
Fairtime (Account 47100)	78,982	\$15.00	\$1,184,730	
	96,452	\$20.00	1,929,040	
	10,674	\$10.00	106,740	
	4,722	\$50.00	236,100	
	6,204	\$55.00	341,220	
			0	
			0	
<b>TOTAL Account 47100</b>	<b>197,034</b>		<b>\$3,797,830</b>	

Fair Name: San Diego County Fair / 22nd DAA  
 City: Del Mar

State of California  
 Department of Food & Agriculture  
 Fairs & Expositions Branch  
 STOP-01 (Rev. 12/25)  
 Schedule 6

**2025 Statement of Operations**

**Permanent Positions on Payroll for 2025**

**Total # of Permanent Positions (see below)** 69

Expenditure Classification		Total	Pay Rate		Total Per Account		Compensated
			Number of	Amount	Per	Account	
Civil Service Class Title		Months	Amount	Per	Acct No.	Totals	Leave Liability
1	Accounting Administrator I (Supervisor)	12	10,246.50	Mon	510501	122,958	9,128
1	Accounting Administrator II	12	11,248.15	Mon	510501	134,978	22,821
1	Accounting Analyst	12	4,477.00	Mon	510501	53,724	355
1	Accounting Analyst	12	5,174.00	Mon	510501	62,088	470
1	Administrative Assistant I	12	6,276.00	Mon	510501	75,312	3,386
1	Administrative Assistant I	12	5,527.00	Mon	510501	66,324	4,760
1	Administrative Assistant I	12	6,058.00	Mon	510501	72,696	6,444
1	Analyst II	12	7,266.00	Mon	510501	87,192	27,269
1	Analyst II	12	7,547.00	Mon	510501	90,564	1,704
1	Associate Accounting Analyst	12	6,979.00	Mon	510501	83,748	11,474
1	Audio-Visual Equipment Technician	12	4,821.00	Mon	510501	57,852	1,495
1	Carpenter I	12	4,930.00	Mon	510501	59,160	3,377
1	CEA	12	14,806.80	Mon	510501	177,682	10,286
1	CEA	12	14,994.00	Mon	510501	179,928	28,840
1	CEA	12	15,031.20	Mon	510501	180,374	67,141
1	Custodian II	12	4,244.00	Mon	510501	50,928	3,435
1	Custodian II	12	4,244.00	Mon	510501	50,928	9,920
1	Custodian II	12	4,244.00	Mon	510501	50,928	5,453
1	Deputy Manager I	12	7,586.55	Mon	510501	91,039	9,243
1	Electrician II	12	6,257.00	Mon	510501	75,084	4,053
1	Event Coordinator-DAA	12	5,264.00	Mon	510501	63,168	640
1	Event Coordinator-DAA	12	6,276.00	Mon	510501	75,312	7,640
1	Event Coordinator-DAA	12	5,014.00	Mon	510501	60,168	2,314
1	Events Services Supervisor	12	8,554.85	Mon	510501	102,658	31,321
1	Events Services Supervisor	12	8,554.85	Mon	510501	102,658	16,570
1	Events Services Supervisor	12	8,554.85	Mon	510501	102,658	48,834
1	Events Services Supervisor	12	7,968.35	Mon	510501	95,620	4,214
1	Exhibit Worker-CMSI	12	5,152.00	Mon	510501	61,824	572
1	Graphic Designer III	12	7,869.00	Mon	510501	94,428	5,357
1	Graphic Designer III	12	7,869.00	Mon	510501	94,428	17,088
1	Heavy Equipment Mechanic	12	6,723.00	Mon	510501	80,676	15,167
1	Information Technology Specialist I	12	10,537.00	Mon	510501	126,444	24,878
1	Information Technology Specialist I	12	10,537.00	Mon	510501	126,444	31,428

Fair Name: San Diego County Fair / 22nd DAA  
 City: Del Mar

State of California  
 Department of Food & Agriculture  
 Fairs & Expositions Branch  
 STOP-01 (Rev. 12/25)  
 Schedule 6

**2025 Statement of Operations**

**Permanent Positions on Payroll for 2025**

**Total # of Permanent Positions (see below)** 69

Expenditure Classification		Total	Pay Rate		Total Per Account		Compensated
			Number of	Amount	Per	Acct No.	
Civil Service Class Title		Months					
1	Lead Security Guard	12	4,164.00	Mon	510501	49,968	15,901
1	Maintenance & Ops Sup II	12	8,535.30	Mon	510501	102,424	13,602
1	Maintenance & Ops Sup II	12	8,535.30	Mon	510501	102,424	8,165
1	Maintenance & Ops Sup II	12	7,953.40	Mon	510501	95,441	57,389
1	Maintenance Mechanic	12	6,499.00	Mon	510501	77,988	24,359
1	Maintenance Worker, District Fairs	12	5,154.00	Mon	510501	61,848	3,388
1	Maintenance Worker, District Fairs	12	4,520.00	Mon	510501	54,240	2,882
1	Maintenance Worker, District Fairs	12	4,745.00	Mon	510501	56,940	137
1	Maintenance Worker, District Fairs	12	5,154.00	Mon	510501	61,848	238
1	Maintenance Worker, District Fairs	12	5,154.00	Mon	510501	61,848	3,383
1	Maintenance Worker, District Fairs	12	4,745.00	Mon	510501	56,940	9,829
1	Maintenance Worker, District Fairs	12	5,154.00	Mon	510501	61,848	11,628
1	Manager I	12	11,878.80	Mon	510501	142,546	34,356
1	Manager I	12	11,878.80	Mon	510501	142,546	14,936
1	Manager I	12	11,878.80	Mon	510501	142,546	50,140
1	Manager I	12	11,878.80	Mon	510501	142,546	38,853
1	Manager I	12	11,878.80	Mon	510501	142,546	1,773
1	Manager I	12	11,878.80	Mon	510501	142,546	103,800
1	Marketing Specialist	12	8,290.00	Mon	510501	99,480	3,637
1	Materials & Stores Specialist	12	4,831.00	Mon	510501	57,972	6,058
1	Personnel Technician II (Specialist)	12	5,284.00	Mon	510501	63,408	240
1	Personnel Technician II (Specialist)	12	5,284.00	Mon	510501	63,408	1,531
1	Secretary-Manager VII, DAA	12	19,927.50	Mon	510501	239,130	73,603
1	Security Guard	12	3,963.00	Mon	510501	47,556	30,027
1	Security Guard	12	3,963.00	Mon	510501	47,556	9,472
1	Security Guard	12	3,963.00	Mon	510501	47,556	11,539
1	Security Guard	12	3,963.00	Mon	510501	47,556	6,189
1	Security Guard	12	3,963.00	Mon	510501	47,556	11,108
1	Security Guard	12	3,849.00	Mon	510501	46,188	2,898
1	Supervising Environmental Planner	12	14,377.20	Mon	510501	172,526	8,337
1	Supervisor 1	12	9,708.30	Mon	510501	116,500	12,609
1	Supervisor 1	12	10,246.50	Mon	510501	122,958	47,230
1	Supervisor 1	12	10,246.50	Mon	510501	122,958	48,466

Fair Name: San Diego County Fair / 22nd DAA  
 City: Del Mar

State of California  
 Department of Food & Agriculture  
 Fairs & Expositions Branch  
 STOP-01 (Rev. 12/25)  
 Schedule 6

**2025 Statement of Operations**

**Permanent Positions on Payroll for 2025**

Total # of Permanent Positions (see below)

69

Expenditure Classification		Total Number of Months	Pay Rate		Total Per Account		Compensated Leave Liability
Civil Service Class Title			Amount	Per	Acct No.	Account Totals	
1	Supervisor 1	12	10,246.50	Mon	510501	122,958	9,527
1	Telecom Systems Manager I (Supervisor)	12	10,826.10	Mon	510501	129,913	75,800
1	Tractor Operator-Laborer	12	5,460.00	Mon	510501	65,520	32,192
							1,222,301

Permanent positions must include all permanent full & part-time employees (only employees receiving medical benefits).  
 Please include permanent intermittents.  
 Do NOT include seasonals or 119 day employees.  
 Please provide the breakdown of permanent full and part-time employees and permanent intermittents.  
 This data is required for the full year, not year-end figures. However, please avoid double-counting the same position.  
 E.g. A position that is filled throughout the year by 2 individuals should be counted as one permanent position.

Fair Name: San Diego County Fair / 22nd DAA  
 City: Del Mar

State of California  
 Department of Food & Agriculture  
 Fairs & Expositions Branch  
 STOP-01 (Rev. 12/25)  
 Schedule 7

**2025 Statement of Operations**

<b>PROPERTY, PLANT &amp; EQUIPMENT ACQUISITIONS &amp; DISPOSITIONS</b>	Reference	Jan 1 to Dec 31, 2025	Jan 1 to Dec 31, 2025
<b>PROPERTY, PLANT &amp; EQUIPMENT, January 1:</b>	Prior Year		<b>\$115,338,909</b>
<b>ACQUISITIONS OF FIXED ASSETS:</b>			
Land			0
Buildings & Improvements:			
Major Maintenance Projects (MMP)		0	
ADA Projects		0	
Building Improvements (Cost Adjustment Due to Project Close out)		(812,147)	
Land Improvements (Cost Adjustment Due to Project Close out)		(385,505)	
Leasehold Improvements		0	
New Construction		0	
Construction in Progress		303,768	
Net Buildings & Improvements			(893,883)
Equipment			1,691,619
Other Fixed Assets			0
Other (provide description):			0
<b>TOTAL ACQUISITIONS OF FIXED ASSETS</b>			<b>797,736</b>
<b>DISPOSITIONS OF FIXED ASSETS (Salvaged, Sold, etc.):</b>			
Land			0
Buildings & Improvements			0
Equipment			11,373
Other Fixed Assets			752,456
Other (provide description):			0
<b>TOTAL DISPOSITIONS OF FIXED ASSETS</b>			<b>763,829</b>
<b>PROPERTY, PLANT &amp; EQUIPMENT, December 31</b>			<b>115,372,815</b>
<b>DEPRECIATION:</b>			
Accumulated Depreciation, January 1	Prior Year		68,562,364
Less: A/D on Dispositions of Fixed Assets above			
Less/Add: Prior Year Audit Adjustment			
Add: Annual Depreciation Expense	from page 2		4,817,156
<b>ACCUMULATED DEPRECIATION, December 31</b>			<b>73,379,520</b>
<b>PROPERTY, PLANT &amp; EQUIPMENT, NET OF DEPRECIATION, December 31</b>			<b>41,993,295</b>
<b>DEBT (ASSOCIATED WITH FIXED ASSETS)</b>			<b>24,708,280</b>
<b>NET RESOURCES-CAPITAL ASSETS (less related debt), DECEMBER 31:</b>	To Sch 1		<b>\$17,285,015</b>

Fair Name: San Diego County Fair / 22nd DAA  
City: Del Mar

State of California  
Department of Food & Agriculture  
Fairs & Expositions Branch  
STOP-01 (Rev. 12/25)  
Schedule 9A

### 2025 Statement of Operations

#### Employer's Share of Contributions towards Pension Plan

*This schedule is only required by DAAs.*

#### Monthly Employer's Contribution (July 1, 2024 - December 31, 2025)

Month	Contributions
Jul-24	172,672
Aug-24	187,528
Sep-24	172,565
Oct-24	166,026
Nov-24	160,679
Dec-24	162,785
Jan-25	161,661
Feb-25	165,738
Mar-25	166,656
Apr-25	173,193
May-25	183,217
Jun-25	209,048
Jul-25	212,054
Aug-25	186,354
Sep-25	201,143
Oct-25	199,785
Nov-25	187,856
Dec-25	178,799
<b>TOTAL</b>	<b>3,247,757.40</b>

Fair Name: San Diego County Fair / 22nd DAA  
City: Del Mar

State of California  
Department of Food & Agriculture  
Fairs & Expositions Branch  
STOP-01 (Rev. 12/25)  
Schedule 9B

### 2025 Statement of Operations

#### Employer's Share of Contributions towards Other Postemployment Benefits (OPEB) Plan

*This schedule is only required by DAAs.*

#### Monthly Employer's Contribution (July 1, 2024 - December 31, 2025)

Month	Contributions
Jul-24	17,724
Aug-24	19,800
Sep-24	18,191
Oct-24	18,305
Nov-24	18,137
Dec-24	17,983
Jan-25	18,003
Feb-25	17,695
Mar-25	17,592
Apr-25	17,734
May-25	17,805
Jun-25	17,942
Jul-25	6,139
Aug-25	4,960
Sep-25	1
Oct-25	9
Nov-25	0
Dec-25	0
<b>TOTAL</b>	<b>228,019.87</b>

Fair Name: San Diego County Fair / 22nd DAA  
 City: Del Mar

State of California  
 Department of Food & Agriculture  
 Fairs & Expositions Branch  
 STOP-01 (Rev. 12/25)  
 JLA

**2025 Statement of Operations**

**STATEMENT OF OPERATIONS - JUNIOR LIVESTOCK AUCTION**

DETAIL	Account Number	Jan 1 to Dec 31, 2026
<b>RESOURCES, January 1:</b>	25100	60,691
<b>AUCTION REVENUES:</b>		
Percentage from Auction Sales	47610	54,692
Sponsorships	47620	0
Advertising Sales	47630	0
Reimbursements	47640	0
Prior Year Revenue Adjustment	47650	0
Other (List)	47660	0
TOTAL REVENUES	47600	54,692
<b>AUCTION EXPENDITURES:</b>		
Jr. Livestock BBQ, lunch, dinner, etc.	57620	26,645
Labor Costs	57630	0
Supplies & Expense	57640	4,668
Publicity and Marketing	57650	0
Leases and /or Rentals	57660	0
Fuel & Utilities	57670	0
Prior Year Expenditure Adjustment	57680	0
Other (List)	57690	1,287
TOTAL EXPENDITURES	57600	32,600
<b>NET JLA INCOME</b>		<b>22,092</b>
<b>RESOURCES, December 31:</b>	25100	82,783
<b>INFORMATION ONLY:</b>		
Payment from Buyers / Payment to Sellers (Excluding the percentage retained to offset the expenses)	25200	
Percentage Retained by Fair/Committee		5%

Fair Name: San Diego County Fair / 22nd DAA  
 City: Del Mar

State of California  
 Department of Food & Agriculture  
 Fairs & Expositions Branch  
 STOP-01 (Rev. 12/25)  
 FLSA

**2025 Statement of Operations**

**FEDERAL LABOR STANDARD ACT (FLSA) RECREATIONAL EXEMPTION**

Do NOT include State Funding.

This schedule is only required by DAAs.

Method of determining applicability of recreational exemption:

**2025 Monthly Cash Receipts**

Month	Cash Receipts
January	1,402,276
February	2,972,243
March	2,679,167
April	3,853,051
May	6,385,144
June	27,599,978
July	19,216,924
August	8,992,924
September	5,592,900
October	4,105,584
November	4,461,799
December	2,894,396
<b>TOTAL</b>	<b>90,156,385</b>

Lowest six months	Highest six months
1,402,276	27,599,978
2,679,167	19,216,924
2,894,396	8,992,924
2,972,243	6,385,144
3,853,051	5,592,900
4,105,584	4,461,799
<b>TOTALS</b>	<b>72,249,668</b>

Lowest six months/highest six months: 24.8%

If the lowest six months divided by the highest six months is greater than 33.3%, your exemption is lost for 2025.  
 Overtime should be paid to temporary employees accordingly.



## **Item 7 – Executive Report, Update on the City of Del Mar action on the amendments to the former Exclusive Negotiating Rights Agreement** [Information Item]

### **In Brief:**

- The 22nd District Agricultural Association (22nd DAA) entered into an Exclusive Negotiating Rights Agreement (ENRA) with the City of Del Mar (Del Mar) in March 2024, effective April 2024, to study whether and where affordable housing could be sited at the Fairgrounds.
- The Board voted in October 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 were reviewed by the Committee and Del Mar.
- The 22nd DAA Board voted to approve the amendments at its March 10, 2026, meeting. 22nd DAA CEO Moore signed the amendment as approved by the Board and routed it to Del Mar for approval and signature.
- The amendment, as presented to the Del Mar City Council on April 7, 2026, by Del Mar staff, adjusted four areas of the document that Del Mar staff identified as inconsequential and having been overlooked in the review process.
- As has been previously stated, both parties must approve the same language to ratify the Agreement.

### **Background:**

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

On October 14, 2025, 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.

The 22nd DAA’s Legal Committee subsequently met with Del Mar officials on December 18 and directed their respective legal counsel to draft language for amendments. The amendments were presented and approved by the 22nd DAA Board at its March 10 meeting. 22nd DAA CEO Carlene Moore signed the amendment, renamed Agreement, and routed it to Del Mar City Manager Ashley Jones for signature following the Del Mar City Council approval.

**Process/Approach:**

The Del Mar City Council on April 7 approved the Agreement as part of its consent calendar. However, the approved version did not precisely match the Agreement approved at the 22nd DAA’s March 10 Board meeting. The adjustments included:

- Header - Connects the changes made to the Agreement as the Second Amendment and makes clear that the Agreement has been renamed.
- First paragraph - Reiterates that the document will no longer be referred to as the Exclusive Negotiating Rights Agreement but instead as the Affordable Housing Site Due Diligence and Development Feasibility Analysis Agreement (Agreement).
- Recital S – Corrects the numbering, as two items were identified as (iii)
- 1.5(a): Adds a period added at the end of the sentence.

A redline of the revisions made by Del Mar to the Agreement, as approved by the 22nd DAA Board, follows this report.

**Next Steps:**

Because both parties must approve the same language to ratify the agreement, the 22nd DAA Board will consider and vote on the revisions made by Del Mar to the Agreement at the May 12, 2026, Board meeting.

**SECOND AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT  
HEREINAFTER REFERRED TO AS AGREEMENT FOR AFFORDABLE HOUSING SITE  
DUE DILIGENCE AND  
DEVELOPMENT FEASIBILITY ANALYSIS  
(Fairgrounds)**

This **Second Amendment to the Exclusive Negotiating Rights Agreement, hereinafter referred to as the** 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 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.

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, (ii) 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 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.

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.

## 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.

#### 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 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.

#### 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 "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

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, 11<sup>th</sup> 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 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.)

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 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]*

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

**DISTRICT:**

**CITY:**

BY: \_\_\_\_\_  
Carlene Moore, Chief Executive Officer

BY: \_\_\_\_\_  
Ashley Jones, City Manager

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
Rafael Yaquian, Goldfarb &  
Lipman LLP

EXHIBIT A  
FAIRGROUNDS SITE MAP

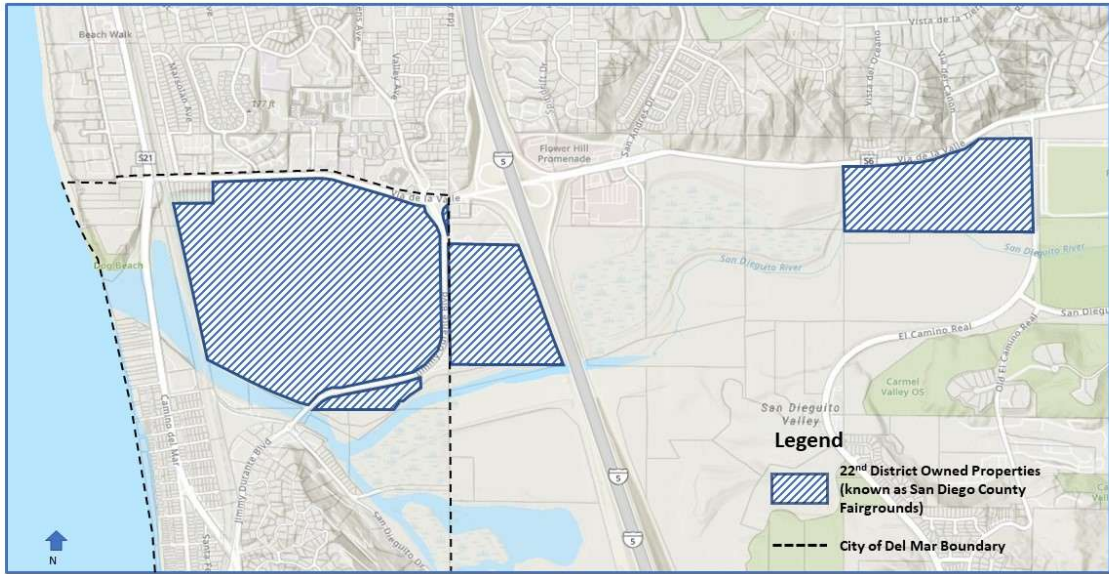


EXHIBIT B

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, 2026.
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).

EXHIBIT C

EXISTING OCCUPANTS

[To be provided after Selection of Development Site.]

## Videoboard Project Timeline & Checklist

**Project Goal:** Install a new videoboard in front of the existing board at the infield, pending feasibility, and complete all work including design, structural, electrical, procurement, installation and finishing by May 2027.

Task #	Tasks	Timeline	Deliverables	Status	Notes
<b>1</b>	<b>Feasibility &amp; Preliminary Studies</b>	<b>Month 0-1</b>			
a	Review existing videoboard site and dimensions			Completed	
b	Conduct soil analysis to determine ground stability and foundation requirements		Soil Report	Completed	On file with Facilities
c	Assess potential impact on existing board and surrounding infrastructure		Feasibility Study		As-built plans are needed. Per the soil report, the existing building foundation may impact construction of the new videoboard wall.
<b>2</b>	<b>Architectural Design</b>	<b>Month 2-4</b>			
a	Develop architectural plans for the new board location and final design. Involve the District, CEQA, DMTC, and AT&T in the design.		Architectural drawings		Provide Architectural Plan to structural engineer.
b	Coordinate utility placement, potential demolition, impacts to existing structure		Preliminary site plan		Confirm existing conduit, utility, drainage, catwalk etc. can be reused
c	Cost review				

<b>3</b>	<b>Structural Engineering &amp; Permitting</b>	<b>Month 4-6</b>		
a	Perform structural engineering analysis for new foundation and support		Wet-stamped foundation and steel frame structural plans	
b	Submit structural plan for permitting		Permits obtained via DGS or CCA	Use the approved plan for solicitation.
c	Cost review			
<b>4</b>	<b>Procurement Strategy</b>	<b>Month 4-6</b>		
a	Develop procurement strategy (RFP vs. IFB)			Determine whether to combine materials and construction in a single RFP or issue a separate IFB for materials.
b	Determine the agency responsible for procurement.			District or CCA
<b>5</b>	<b>Formal Construction Solicitation</b>	<b>Month 7-10</b>		
a	Complete Scope of Work		Delivery schedule	Include site preparation, foundation construction, steel frame, videoboard procurement, and finishing
b	Issue RFP / IFB			
c	Evaluate proposals		Total project cost	Review cost proposals
d	Select vendor and finalize contract		Executed contract	
e	Board approval		Board approval	
<b>6</b>	<b>Video Board Procurement</b>	<b>Month 10 -14</b>		
a	Place order for videoboard		Videoboard	Verify delivery schedule
b	Place order for steel framing		Steel frame	Verify delivery schedule

<b>7</b>	<b>DIR &amp; Labor Compliance</b>	<b>Month 10</b>		
a	DIR registration, prevailing wage, certified payroll		District obtained Project ID from DIR	Ensure contractor compliance with DIR requirements.
<b>8</b>	<b>Site preparation &amp; Demolition</b>	<b>Month 10 -11</b>		
a	Prepare site for foundation			
b	Demolish/remove part of existing structure			
c	Prepare utilities and electrical infrastructure			Install necessary conduits
<b>9</b>	<b>Construction</b>	<b>Month 11 -14</b>		
a	Contract foundation		Completed foundation	Ensure all utilities are in place
b	Contract steel frame		Completed support structure	Schedule inspections
<b>10</b>	<b>Inspection</b>	<b>Month 14-15</b>		
a	Perform inspections and obtain approvals		Inspection approvals	
<b>11</b>	<b>Videoboard Installation</b>	<b>Month 14 -15</b>		
a	Assemble and install videoboard		Completed installation	
b	Connect electrical, networking, video systems		Completed system connections	
<b>12</b>	<b>Testing &amp; Commissioning</b>	<b>Month 15</b>		
a	Test display, audio, and control systems		Completed testing	Involve Production, DMTC, Facilities, and AT&T, and IT
b	Verify connectivity, live feeds, and content management systems			
c	Confirm safety and code compliance			

<b>13</b>	<b>Finishing &amp; cleaning</b>	<b>Month 15</b>		
a	Complete finishing per architectural design			
b	Perform site cleanup (remove temporary structures and scaffolding)		As-built drawings	
<b>14</b>	<b>Warranty and training</b>	<b>Month 15</b>		
a	Contractor to provide warranties and staff training		Warranties, training materials, operating manuals	
b	Provide bond releases			
<b>15</b>	<b>Closeout</b>	<b>Month 15</b>		
a	Final inspection sign-off		Notice of Completion	Final payment



## **Item 7, Executive Report – Industry News & Updates**

### **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 fairgrounds CEOs in Sacramento to cover a variety of topics relevant to the Network.
- In March, CDFA held a two-day Nuts & Bolts Workshop that included the unveiling of the new contracts manual that provides guidance and best practices for District Agricultural Associations (DAAs).
- Members of the 22nd DAA Contracts & Procurement Unit joined the CEO for the workshop.
- The workshop followed a 22nd DAA delegation trip to the Houston Livestock Show & Rodeo.
- In addition, CDFA at times hosts other training opportunities during the year, including its Board & CEO Regional Trainings. The schedule for these trainings has not yet been released.

### **Nuts & Bolts Workshop - March 25-26, 2026**

Presenter(s): CDFA officials

Highlights: CDFA, which serves 48 DAAs, released its newly updated Contract Manual for District Agricultural Associations. The manual is intended to serve as a resource — a “how-to” guide with best practices. This marked a departure from the more legalistic approach taken in prior versions.

CDFA also made clear that the 22nd and 32nd DAAs have delegated authority and receive their legal guidance and counsel from the Department of Justice.

Through the manual and the workshop, CDFA:

- Provided guidance that Board members and their businesses cannot rent booths during the Fair, as it represents an incompatible activity with their service on the Board.
- Recommended that multi-year contracts for fixed-amount agreements — such as facility rentals and booth space — include annual increases.
- Provided updated recommended contract templates that can be customized to the 22nd DAAs needs. Updating myriad contracts forms and templates has been a long-desired undertaking for the 22nd DAA, but it was awaiting the CDFA recommendations, which have been in the works for years.

- Provided guidance that California law requires RV parks to have a written Occupancy Agreement that includes a removal notice and identifies the appropriate local traffic law enforcement agency. CDFA will be issuing more guidance for RV park operations on fairgrounds.
- Recommended bidding revenue-generating operator agreements when there are multiple potential interests. This is consistent with 22nd DAA practices.
- Reiterated that DAAs can cancel RFPs and rebid – applying lessons learned – after receiving a protest.

As a result of this workshop and discussion:

- The 22nd DAA and its legal counsel will review the new Contracts Manual and note where it differs from 22nd DAA policies and procedures.
- The 22nd DAA will begin working to modify and modernize its contract templates and formatting.

### **Houston Livestock Show & Rodeo Visit**

22nd DAA Board members Phil Blair and Donna DeBerry traveled with CEO Carlene Moore and a group of 22nd DAA employees to visit the Houston Livestock Show and Rodeo on March 12-13.

The trip provided an opportunity for Board members and the team to learn from — and to compare and contrast 22nd DAA operations with — RodeoHouston.

For example, RodeoHouston does not own or operate the site of its fair, which is NRG Park, and in just two weeks, RodeoHouston transforms the largely flexible open space into the largest fair (in terms of total attendance) in the nation. Also notable is that over the course of its 94-year history, the Houston Livestock Show & Rodeo has built a massive volunteer program of tens of thousands of people who help produce the Fair.

Rodeo events and headlining concerts are held inside the 80,000-seat NRG Stadium that the NFL's Houston Texans call home. The site also includes a 706,000-square foot convention center that is divisible into 11 different halls. The shopping areas are set up as miniature retail stores rather than as booth spaces. The carnival — with 80 rides and more than 40 food stands — wraps around the Astrodome, which is effectively vacant dead space.

Ray Cammack Shows (RCS), one of the San Diego County Fair's carnival operators, is the master carnival operator in Houston and gave the 22nd DAA delegation a tour of their operations.

The delegation also toured the exhibits in the convention center space with a RodeoHouston manager.

### **CDFA Fairs & Expositions Board & CEO Regional Training Information**

In previous years, CDFA has hosted regional trainings for Board members and CEOs. However, at this time, CDFA has not yet released a schedule for 2026.

Once the schedule is set and released, CEO Moore will share it with the 22nd DAA Board of Directors.



## **Item 8-A, Fair Operations Committee Report** [Action Item]

### **In Brief:**

- The 22nd District Agricultural Association's (22nd DAA) largest annual event, the San Diego County Fair, will be at the Del Mar Fairgrounds from June 10-July 5, 2026.
- The Fair Operations Committee ("the Committee") met in March to discuss updates regarding the 2026 Fair and potential themes and dates for the 2027 and 2028 Fair.
- Dates are meant to ensure a four-week run ending around the July 4 holiday weekend.
- Themes are recommended based on a set of criteria that includes the potential for broad marketing appeal, potential community theme partners, Spanish-language compatibility, and ability to execute theme-related events, activities, and exhibits.
- Theme branding and tag lines will be developed at a later date.
- The Committee recommends a chocolate theme in 2027 and a theme focused on magic and illusions for 2028.
- The calendar easily allows for a 21-day run in 2027 and a 22-day run in 2028.

### **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 with 22nd DAA staff on Monday, March 16, to discuss updates to the entertainment lineup for the 2026 San Diego County Fair and to discuss

potential themes and dates for the 2027 and 2028 Fairs. Selecting themes and dates multiple years in advance provides staff and vendors with adequate time to begin planning for theme activations (such as the theme exhibit and props), branding, partnerships, potential entertainers, sponsorships, and efficient use of resources.

## **Fair Dates**

The dates are selected to ensure a four-week run of the Fair through at least the July 4 holiday weekend.

In 2027, the July 4 holiday is observed on Monday, July 5, providing for a potential 21-day run (closed Mondays and Tuesdays in June) from June 9-July 5.

In 2028, the July 4 holiday falls on a Tuesday, providing for a potential 22-day run (closed Mondays and Tuesdays in June) from June 7-July 4. These would be the same dates as the 2023 San Diego County Fair.

## **Theme Concepts**

Ideas for new themes often come from the 22nd DAA's annual Fair debrief, in which 22nd DAA staff brainstorms potential ideas. The strongest theme ideas are then discussed and reviewed by the Executive Team and the Marketing Department and the Arts, Agriculture & Education Department — the two departments primarily responsible for executing the theme.

Themes are recommended based on a variety of factors, including appeal to a wide demographic; the ability to execute compelling content, marketing, and exhibits; and potential community partnerships. The Committee discussed the advantages and challenges of potential theme concepts at its March meeting.

## **Grandstand & Entertainment Update**

The Committee was also briefed on an update on the Grandstand concert series and related programming:

- Additional shows will be announced in April. The contracts are listed on the agenda under Matters of Information.
- Staff has finalized an offer that would bring the Grandstand concert series to a total of 16 shows, in addition to the traditional July 4 fireworks. (This means the Grandstand stage would be dark for only three nights. The goal is to have a strong headliner on the Paddock stage on these nights).

- There will be a final announcement in May of two show dates in addition to the three that are being announced at the April Board meeting.

**Recommendations:**

The Committee recommends approval of the following theme concepts and dates:

**Fair Dates and Theme Concepts**

- **2027 Fair** (Chocolate theme concept)
  - 21 days: June 9 – July 5 (Closed Mondays and Tuesdays in June).
- **2028 Fair** (Magic/illusions theme concept)
  - 22 days: June 7 – July 4 (Closed Mondays and Tuesdays in June).



## **Item 8-B, 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 the process for procuring elective insurance policies (property, earthquake, cyber, etc.) for 2026-27.
- Decisions on the elective insurance policies must be made prior to April 30, 2026.
- The Committee discussed various approaches and strategies to the fire station lease.
- 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 by the May Board meeting 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:**

#### **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, and welcomes input from the Board.

#### **Fire Station Lease**

The Fire Station lease was entered into July 1, 2005, under a 25-year structure. The lease was set to expire June 30, 2025. A one-year extension was executed in 2025 under the same terms as the original lease. The current term expires June 30, 2026. The 22nd DAA has requested through the Department of General Services

another one-year extension under the same terms as the original lease and previous extension, to 6/30/2027, while negotiations proceed for a new long-term lease agreement.

As a reminder, under Food and Agriculture Code Section 4051(a)(12), a DAA may, *“with approval of the Department of General Services [emphasis added], lease for the use of its real property, or any portion of that property, to any person or public body for whatever purpose as may be approved by the board.”*

### **Banking & Investment Options**

The Committee is embarking on the review of banking services and options for optimizing opportunities and eliminating or reducing fees. For the Committee’s review and discussion, 22nd DAA staff will provide an analysis of banking fees across the institutions that the 22nd DAA currently banks with and an evaluation of banking and investment options to consider that are in alignment with guidance from the state.

### **Financial Policies Development**

The Committee discussed developing policies that will address codifying the practice of requiring promoters/vendors/sponsors/etc. to pay in full prior to the event/activity date and accounts receivable collection that is consistent with state guidance. At its next meeting, the Committee will review outstanding receivables to better understand :

### **Insurance Renewals**

Per the California Department of Food and Agriculture, District Agricultural Associations are required to carry General Liability insurance to cover \$25 million per occurrence and to carry Workers Compensation insurance. The 22nd District Agricultural Association (22nd DAA) has historically elected to carry other insurance coverage, including Property, Earthquake, Equipment, Crime, and Cyber. Currently, these additional policies expire each year on April 30.

Per the California Department of Food and Agriculture (CDFA), District Agricultural Associations are required to obtain insurance services through either California Fairs Service Authority (CFSA) or the Department of General Services Office of Risk and Insurance Management (ORIM), **where available** [emphasis added]. (See the attached letter from CDFA dated May 18, 2020).

As a reminder, the 22nd DAA made a five-year commitment for General Liability insurance when it rejoined the CFSA risk and insurance pool in 2021. Additionally, 22nd DAA has annually obtained Workers Compensation insurance through CFSA.

Because CFSA only offers General Liability and Workers Comp insurance, 22nd DAA did not have the option to renew any of the other elected policies through CFSA. As such, there is no action for the Board to take for General Liability and Workers Compensation insurance.

For years, 22nd DAA insurance policies expire on April 30 of each year. By rejoining the CFSA risk and insurance pool in 2021 and obtaining Workers Compensation insurance through CFSA, these policy renewal dates have moved to coincide with 22nd DAA's fiscal year, January through December.

However, other insurance policies – including Property, Earthquake, Equipment, Crime, and Cyber – require action, as they are due to expire on April 30, 2026.

Beginning in 2023, 22nd DAA concurrently sought quotes from ORIM and the private insurance broker that 22nd DAA has historically utilized to procure its insurance coverage.

In 2025, the 22nd DAA learned that ORIM was unable to provide quotes on the elected policies because the private broker was already soliciting quotes on behalf of 22nd DAA. Additionally, due to the complexities of 22nd DAA property (which include numerous multi-functional and specific-use buildings of various ages on 324 acres spread across three campuses in a coastal zone), ORIM needed several months' lead time to provide firm quotes on potential policies. Currently the 22nd DAA is actively working with ORIM to procure the elected policies – Property, Earthquake, Equipment, Crime, and Cyber – by April 30, 2026.

Though the Board is scheduled to meet again on April 27, that may be too close for the Board to vote on new insurance policies in time to ensure coverage prior to the 11:59 p.m. deadline on April 30.

Under Section 3965 of the Food & Agricultural Code, the Board has the authority to delegate "to its officers or employees any of the powers that are vested in the board" to "manage the affairs" of 22nd DAA. Section 3965.1 of the Food & Agricultural Code provides, in part, that the Board "may arrange for and conduct, or cause to be conducted, or by contract permit to be conducted, any activity by any individual, institution, corporation, or association upon its property at a time as it may be deemed advisable." When read together, these sections authorize the Board to delegate to 22nd DAA officers or employees the authority to enter into contracts on behalf of 22nd DAA.

**Next Steps:**

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.

The Committee recommends that the Board delegate authority to Director Arabo – the Committee’s chair– to meet work with staff to review, select, and procure the elected insurance policies on or before April 30, 2026, and to report back on those selections to the full Board at the May Board meeting.

While the Board has the option to approve the elected insurance policies as presented at the April 14 meeting, – if quotes and information are available at that time - a delegation of authority will provide additional time to ask more questions and work through details before executing policies by the end of the month. The Committee welcomes Board input at the April meeting based on any quotes and information currently available.



## **Item 8-C**

### **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.
- In March 2026, Xecution Edge was selected as the organizational culture development facilitator.
- The Board originally set aside April 23 and 27 for workshops but has since consolidated to a single-day workshop on April 27.
- 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 organizational culture.

### **Process/Approach:**

The Executive Committee and CEO in late 2025 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.

### **Workshop Approach**

The primary goal of the workshop is for the Board to collectively better understand governance and Board dynamics that contribute to organizational culture.

The workshop also allows for high-level discussions at a time when multiple significant changes and processes have converged:

- The Board leadership change in October 2025;
- 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 appointment of five new Board members in the last three years;
- The CEO's annual performance evaluation and goal-setting processes; and
- The Board's strength of relationship and collaboration with Board colleagues, the CEO, and other members of the Executive Team.

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 were solicited from potential facilitators, and dates were identified. The date for a one-day workshop is April 27. Both facilitators have been engaged.

While the initial plan was to have a two-day workshop (with each facilitator leading one day) the Board will now have a one-day workshop with both facilitators, who have been engaged, on April 27.

## **Facilitators**

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 the two-part workshop, 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.

The 22nd DAA has identified Xecution Edge as the facilitator to work with the Board, its People & Culture Committee, and CEO to facilitate:

- The second part of the two-part workshop, in collaboration with the Board governance education facilitator, is 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.

Both facilitators will participate in the all-day workshop on April 27.

### **Next Steps:**

The governance facilitator conducted interviews with the Board Chair and Vice Chair, and Board members have been invited to complete a brief survey in preparation for the governance workshop. The organizational culture facilitator is conducting interviews with Board members. The results will be compiled into consolidated reports that will be distributed to the full Board and public, and, as with past workshops and assessment practices, will include the identity of each respondent.

In advance of the April 27 workshop, the Committee will continue to work with the selected facilitators in development and review of the materials and program.

# BOARD CULTURE DEVELOPMENT & GOVERNANCE EFFECTIVENESS

## Executive Summary

---

Prepared for: 22nd District Agricultural Association Board

Prepared by: Stacey McKibbin | Xecution Edge

### BOARD CULTURE & GOVERNANCE EFFECTIVENESS

High-performing boards balance strong governance structures with healthy leadership dynamics. While governance frameworks define roles and responsibilities, board culture ultimately determines how effectively those structures function in practice.

Boards that establish clear expectations for communication, constructive debate, and collective accountability are better positioned to provide strong strategic oversight while maintaining trust and alignment with executive leadership.

This engagement is designed to help the 22nd DAA Board translate governance principles into *shared behavioral expectations* that strengthen collaboration, decision-making, and overall board effectiveness.

### PURPOSE

The 22nd District Agricultural Association Board is seeking to strengthen its culture of trust, collaboration, and effective governance. As the organization continues to evolve, the Board has an opportunity to reinforce the behaviors and communication practices that support strong oversight, thoughtful debate, and aligned decision-making.

This engagement connects the governance education session with the day-to-day practices of the Board. By establishing clear expectations, the Board can enhance its effectiveness while supporting the broader organizational culture of the 22nd DAA.

### PROGRAM OBJECTIVES

- Establish shared Rules of Engagement for communication, debate, and collective accountability.
- Connect governance principles introduced during the April 23 workshop with practical behavioral expectations.
- Strengthen trust, candor, and constructive dialogue among Board members.
- Clarify and define the Board's role in shaping and reinforcing organizational culture.
- Support effective collaboration and decision-making aligned with governance responsibilities.

## PROGRAM STRUCTURE & TIMELINE

Phase / Timing	Focus & Outcomes
Phase 1 – Alignment & Culture Foundations (March–April 2026)	<ul style="list-style-type: none"> <li>• Alignment conversations with CEO and Board Chair (separately or together as so desired)</li> <li>• Participation in Governance Consultant pre-engagement conversations with Board members (as appropriate and able to schedule)</li> <li>• Observation of April 23 Governance Education Workshop</li> <li>• Identification of key themes impacting board culture (alignment conversation, pre-engagement conversations, and April 23 workshop)</li> <li>• Design and facilitation of April 27 Organizational Culture Development Workshop (10:00–3:00)</li> <li>• Development of shared Rules of Engagement</li> <li>• Post-session CEO and Board Chair debrief</li> </ul> <p><b>Outcome:</b> Agreed upon expectations for communication, constructive debate, and decision alignment with governance rules.</p>
Phase 2 – Reinforcement & Board Effectiveness (Optional – Timing TBD)	<ul style="list-style-type: none"> <li>• Review how board agreements are working in practice</li> <li>• Address emerging dynamics or friction points</li> <li>• Strengthen constructive debate</li> <li>• Align expectations between Board and CEO</li> </ul> <p><b>Outcome:</b> Improved collaboration and governance discipline.</p>
Phase 3 – Sustaining a High-Performing Board Culture (Optional – Ongoing)	<ul style="list-style-type: none"> <li>• Periodic board effectiveness sessions or retreats</li> <li>• Reinforcement of governance expectations</li> <li>• Address evolving leadership challenges</li> </ul> <p><b>Outcome:</b> Sustained alignment and healthy board culture.</p>

### KEY OUTCOMES FOR THE BOARD – Phase 1

- Clear Rules of Engagement that define how the Board communicates, challenges ideas, and supports decisions.

- Defined expectations between the Board and executive leadership.
- Practical agreements that strengthen governance effectiveness moving forward.

## **KEY OUTCOMES FOR THE BOARD – Phases 2+**

- Stronger trust and candor among Board members.
- Improved ability to engage in constructive debate while maintaining alignment.
- Updated Rules of Engagement to align with practical application. (What sounded good in the room, may play out differently when put into practice.)

## **FACILITATION APPROACH**

The goal of this engagement is to support a thoughtful conversation about *how* the Board works together in service of the organization. Our facilitation approach encourages open dialogue, constructive debate, and practical agreements.

## **INITIAL INVESTMENT**

Phase 1 – Alignment & Culture Foundations

\$17,500

- CEO alignment conversation
- Board member conversations
- Observation of governance workshop
- Design and facilitation of April 27 workshop
- Development of Board Rules of Engagement
- Post-session debrief

## **NEXT STEPS**

- Confirm engagement
- Schedule pre-engagement conversations
- Review governance materials
- Conduct April 23 observation
- Facilitate April 27 workshop

## **LEAD CONSULTANT**

Stacey McKibbin | Founder & CEO, Xecution Edge

Stacey McKibbin works with CEOs, boards, and executive teams to strengthen culture, communication, and execution. She brings more than 30 years of leadership and consulting experience helping organizations translate strategy into aligned action.

Since 2008, Stacey has worked extensively with leadership teams across a wide range of organizations in complex, high-accountability environments where communication, prioritization, and alignment are essential to organizational success.

Stacey is known for her practical facilitation style and her ability to guide leadership groups through important conversations that strengthen trust, clarify expectations, and improve how teams work together.

In addition to her leadership advisory work, Stacey holds advanced certifications in behavioral and communication disciplines, including **Master Practitioner of Neuro-Linguistic Programming (NLP), Certified Hypnotist, and Master Certification in DiSC**. These disciplines inform her approach to helping leadership teams better understand communication styles, navigate differing perspectives, and build environments where diverse viewpoints lead to stronger collaboration and more effective decision-making.

Her work focuses on helping leaders break through unproductive patterns, see challenges from new perspectives, and create cultures where healthy dialogue and mutual respect support stronger outcomes for the organization.

## **ENGAGEMENT AGREEMENTS**

Xecution Edge agrees to attend the Board Governance Education Workshop on April 23 and facilitate the Organizational Culture Development Workshop on April 27.

Workshop materials will be submitted to the 22nd DAA for review and approval prior to distribution.



**Item 8-D, Provide feedback on draft amendments to Policy 3.11 Board Advocacy and Community Relations (formerly Communications Policy)**  
[Information Item]

**In Brief:**

- Since 2023, the 22nd District Agricultural Association (22nd DAA) has embarked on a comprehensive policy review process to provide clear governance and direction.
- The Board had previously adopted a communications policy in 2020, and some of the policies adopted since 2023 address the roles and responsibilities of the Board Chair, Board members, and the CEO as it pertains to communications with the public.
- The Board received a briefing on existing communications policies and practices at the February meeting and deferred an item to offer potential amendments for clarity and consistency in external communications.
- Staff researched existing policies of the 22nd DAA and other organizations and has developed a revised, broader draft policy: Policy 3.11, Board Advocacy and Community Relations.
- The revised policy is intended to provide more clarity about roles and responsibilities while maintaining the existing “one voice” philosophy of communications and public engagement.
- Board members will provide feedback on this draft policy at the April Board meeting.

**Background:**

**Ongoing Policy Review and Implementation**

Beginning in 2023, the 22nd DAA embarked on a comprehensive process to review, revise, and develop policies for the organization. This is a lengthy process that involves:

- 1) The solicitation of input from the appropriate Board committees; and
- 2) The presentation and discussion of draft policies to the Board and public during regularly scheduled public meetings.

The Board’s authority to establish policies is derived from Food & Agricultural Code, Section 4051(a)(7), which authorizes District Agricultural Associations (DAAs) to

“make or adopt all necessary orders, rules, or regulations for governing the activities of the association.” Section 4051(a)(7) also provides that when a DAA adopts an order, rule or regulation for governing its activities, the order, rule or regulation is exempt from California’s Administrative Procedures Act (the Act). For reference, the Act governs state agencies in adopting, amending, and repealing administrative rules and regulations.

Since 2023, the Board has adopted numerous policies pertaining to ethics, board governance, board oversight, and administrative matters.

During this time, the Board approved two policies that address Board members’ communications roles and responsibilities:

- Policy 3.01: Board Composition and Officers
  - Designates the Board Chair as the only “Board Member authorized to speak for the 22nd DAA, unless this is specifically delegated by the Board Chair to another Board Member.
  - Authorizes the Board Chair to speak to media, as needed.
  - Adopted March 21, 2023, and last revised May 14, 2024.
- Policy 3.03: Board Member Code of Conduct
  - Prohibits Board members from speaking with the public on behalf of the Board or the CEO “except to communicate explicitly stated Board decisions.”
  - Adopted March 21, 2023.

Prior to the current ongoing review and implementation of policies, in August 2020, the 22nd DAA Board approved a communications policy. This policy was based on California Department of Food & Agriculture (CDFA) Recommended Guidance for Fair Board Directors. The 22nd DAA’s communications policy as currently written:

- Defines protocols for community relations, publicity, and expected media response timelines;
- Designates the CEO (or designee) as the 22nd DAA spokesperson on day-to-day basis;
- Designates the Board Chair (or designee) to make “announcements related to policy, capital campaigns, or major events.”
- Requires Board members to refer media inquiries to CEO and/or designee(s) and not respond individually; and
- Asks Board members to convey to CEO any non-confidential, relevant information obtained through their personal interactions.

**Process/Approach:**

At the 22nd DAA Board of Directors’ February 2026 Board of Directors meeting, staff briefed the Board on the organization’s current communications policy and

practices. The February meeting agenda also included an item to consider and vote on whether to amend Policies 3.01 and/or 3.03 to ensure Board consistency and clarity in external communications on District matters. The item was deferred to a later meeting prior to consideration.

22nd DAA staff worked to update the policy based on discussion at the February Board meeting and a review of existing policies and practices in light of evolving media and public affairs landscapes; the CDFA Recommended Guidance for Fair Board Directors and the communications, advocacy, and community relations policies of other organizations, including the 32nd DAA and CalExpo. The revised draft policy incorporates clarifications regarding Board member roles, responsibilities, and expectations with the goal of supporting the Board's existing "one voice" philosophy while broadening and modernizing the scope of the policy to provide guidance to Board members and the CEO beyond the basic concepts of designating traditional media spokespersons. The draft proposal is Policy 3.11, Board Advocacy and Community Relations.

Generally, the revised policy calls for Board members, the CEO, and staff to:

- Represent the organization positively to the community;
- Serve as champions of the 22nd DAA and advocate for resources and support to help fulfill the 22nd DAA's mission;
- Represent the Board and the 22nd DAA's positions fairly and accurately in public settings, including in the news media;
- Consider community perspectives, input, and feedback in decision-making and planning;
- Facilitate strong communications between the Board and the CEO regarding issues that are impactful to the 22nd DAA; and
- Maintain proper chains of command to ensure communications consistency.

The draft revised policy also reformats the policy to adopt the style used by the Board since 2023.

The revised draft policy — as well as the previously adopted communications policy — accompanies this report.

**Next Steps:**

Board members will have the opportunity to offer feedback and input on the draft policy at the Board's April 14, 2026, meeting.

## 22nd District Agricultural Association **Policies**

### **Policy 3.11: Board Advocacy and Community Relations**

Date Adopted/Last Revised: August 11, 2020

---

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

#### **Purpose**

The purpose of this Policy is to outline the responsibilities and expectations related to community relations — including public relations, media relations, and organizational communications — and advocacy responsibilities of the Board Chair, Board Members, the CEO, and their designees.

#### **Policy**

It is the Policy of the 22nd DAA that the Board of Directors and Employees:

- Represent the organization positively to the community;
- Serve as champions of the 22nd DAA and advocate for resources and support to help fulfill the 22nd DAA's mission;
- Represent the Board and the 22nd DAA's positions fairly and accurately in public settings, including in the news media;
- Consider community perspectives, input, and feedback in decision-making and planning;
- Facilitate strong communications between the Board and the CEO regarding issues that are impactful to the 22nd DAA; and
- Maintain proper chains of command to ensure communications consistency.

#### **Community, Public, and Media Relations**

Under this policy, the Board Chair and the CEO have the authority to speak on behalf of the 22nd DAA on matters of public and community relations. The CEO and Board Chair

are expected to communicate and collaborate on messaging surrounding consequential community and public relations matters that impact the standing and public perception of the 22nd DAA.

In general, the Board Chair is the primary spokesperson in the media and in public settings on matters related to governance, policy, Board issues, and high-level 22nd DAA strategy. The Board Chair may delegate this responsibility to the CEO – and by extension, 22nd DAA staff – or to other Board Members as needed.

In general, the CEO or their designee serves on a day-to-day basis as primary spokespersons in the media and in public settings in areas of 22nd DAA business, programs, and operations, such as routine marketing and promotional content related to 22nd DAA events and activities. The CEO is also authorized to speak publicly regarding the Board's adopted positions and direction. The CEO may also delegate these responsibilities to 22nd DAA staff. Board Members should coordinate all media communications and requests through the CEO and their designee — such as the Chief Communications Officer — when possible.

### **Advocacy for the District**

Board Members serve as advocates for the 22nd DAA. As an effective advocate, each Board Member will take every opportunity to champion the 22nd DAA by educating policymakers and opinion leaders at all levels about the transformative mission of the 22nd DAA.

Any major advocacy-related statements must be consistent with the general parameters of Board-approved policies or positions. On 22nd DAA matters, Board Members must speak with one voice — not as individuals — and always reflect the collective position of the full Board. This Policy is not intended to inhibit private expression of personal or professional opinions nor to limit individual Board Member opinions during the review and consideration of agenda items during Board of Directors meetings. Rather, when engaging with members of the public, Board Members should distinguish personal opinions and positions from those of the Board and the 22nd DAA.

Board Members are therefore also expected to avoid making public statements that might undercut or obscure the messages conveyed by the 22nd DAA's designated spokespersons. Board Members who serve in other capacities — such as in elected public office or on boards and commissions — concurrent with their membership on the Board are expected to be particularly judicious about the potential impacts of their words and actions on the 22nd DAA.

## **Board Communications with the CEO**

Through their own interactions with community groups and officials, Board Members may seek or receive feedback on the 22nd DAA and/or obtain non-confidential information of relevance to the 22nd DAA. Board Members should convey this information to the CEO in a timely manner.

On a regular basis, the CEO or designee should also provide updates to the Board about non-confidential information of relevance to the 22nd DAA, including by reporting to the Board on pending state legislation, regulations, or local and regional actions and issues that may impact the 22nd DAA's operations and/or interests.

## **Board Communications with Management and Staff**

To ensure consistency and clarity in all communications and community relations, Board members should follow the administrative chain of command in initiating communications regarding 22nd DAA business with any staff member. This means that, with some exceptions, Board Members should limit their contact with staff to communications with the CEO. Exceptions include:

- Ongoing project implementation or issue analysis that includes participation by both staff and Board members;
- Forwarding and communicating with relevant staff regarding media inquiries; and
- Communications regarding event logistics
- When designated by the CEO.

## **22<sup>nd</sup> District Agricultural Association Board of Director's Communication Policy**

Approved at the BOD Meeting on August 11, 2020

(Adapted from CDFA Recommended Guidance for Fair Board Directors)

### **BOARD COMMUNICATIONS**

The 22<sup>nd</sup> District Agricultural Association (District) communications program is designed to meet internal needs for timely information and keep the public advised of the District's program. The communications program enables all individuals affiliated with the District, whether members of the Board of Directors (Board), the Chief Executive Officer (CEO), or staff to speak with a unified voice on all aspects of District operations, which may be of interest to the public. This means that the District's response to every inquiry, regardless of the source, will contain the same information and be provided with similar courtesy and timeliness. Achieving a unified voice requires the District to translate its mission, values, and policies into clear, easily understood messages and then to deliver those messages through a variety of activities and media.

#### **Board Protocols for Community Relations and Publicity**

The question of who is to serve as the District's spokesperson should be revisited after any change in leadership, either the CEO or the Board president.

In general, the CEO serves on a day-to-day basis as primary spokesperson in areas of District business and programs. The Board president or other designated spokesperson makes announcements related to policy, capital campaigns, and major events.

To standardize communications in newsworthy situations, the designated spokespersons for the District that are authorized to respond to media inquiries and/or inquiries from public agencies, include:

- CEO or Deputy General Manager
- the Public Information Officer (PIO) or Marketing Director
- other persons specifically designated in writing by the above individuals to speak with respect to a particular topic or respond to specific inquiries.

Board members do not respond individually to media inquiries but rather refer those inquiries to the Public Information Officer (PIO) and/or the Marketing Director. The CEO or PIO may designate and call upon individual directors to speak with media to provide committee updates or to repeat decisions already executed by the Board.

Every effort will be made to respond to media inquiries in an expeditious manner, with a general guideline as follows:

- 1-hour response time in the event the facility is utilized for emergency response services
- 4-hour response time during key District-sponsored events like the San Diego County Fair
- 72-hour response time for general inquiries

### **Board Communications with Fair Management and Staff**

Board members follow the administrative chain of command in initiating communications on District business with any staff member. As a general rule, Board members should restrict their contacts with staff to communications with the CEO or designees. Exceptions include (i) ongoing project implementation or issue analysis that includes participation by both staff and Board members, (ii) forwarding media inquiries, and (iii) making return calls to staff.

### **Board Protocols for Communicating with the CEO**

Board members should convey to the CEO non-confidential information of relevance to the District, which they have obtained through their own interactions with community groups and officials.



**Item 8-E, San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND)**  
[Information Item]

**In Brief:**

- In a 2012 Coastal Commission agreement, the 22nd DAA agreed to eventually surrender a portion of its land on the bank of the San Dieguito Lagoon for flood control purposes.
- Under the agreement, the buffer would be set aside in conjunction with the redevelopment of the exhibit halls north of the river.
- The 22nd DAA is engaged in a master site planning process but has no current plans to redevelop its exhibit halls at this time.
- The City of Del Mar (Del Mar) has been planning to move forward with construction of a living levee in 2027 and has named the 22nd DAA as a “responsible agency” in environmental documents.
- The 22nd DAA was generally aware that Del Mar had been studying a potential living levee but was not made aware of Del Mar’s concrete plans and timelines until March 2026.
- The 22nd DAA is reviewing the information and working to submit a comment letter on required environmental documents.
- In addition to 22nd DAA Board approval, the project will have numerous other regulatory requirements from other federal, state, and regional entities.
- 22nd DAA and Del Mar officials will brief the 22nd DAA Board at the April 14, 2026, Board meeting.

**Background:**

In February 2012, the 22nd DAA and the California Coastal Commission agreed to the Consent Cease and Desist Order (CCC-12-CD-02) and Restoration Order (CCC-12-RO-02).

The Orders include a varying width 100-foot buffer that separated 22nd DAA uses/events from Coastal Act Resources. The Orders included language that would allow the San Dieguito River Park Joint Powers Authority (River Park JPA) to place its Coast to Crest Trail within that buffer, after completing a California Environmental Quality Act (CEQA) document and obtaining a coastal development permit from the California Coastal Commission.

In 2016, the California Coastal Commission required cities in the State with existing Local Coastal Plans (LCP) to amend those plans to add a section addressing sea-level rise. The City of Del Mar (Del Mar) invited 22nd DAA staff to participate on a technical advisory committee. The results of that effort indicated that, without some form of protection, the Del Mar Fairgrounds was subject to increased flooding from both the ocean and San Dieguito River. One of the remedies proposed to help reduce flood risks was the creation of a living levee along the north and south banks of the San Dieguito River. The area proposed for this was the 100-foot buffer area identified in the Consent Orders.

In 2024, the River Park JPA worked with 22nd DAA staff to implement the westernmost section of their Coast to Crest Trail on 22nd DAA-owned land, within the existing buffer. The 22nd DAA even agreed to widen portions of the buffer area to better accommodate the trail. During this process, River Park JPA staff started coordinating with City of Del Mar staff to include their trail with Del Mar's project.

Through these efforts, 22nd DAA staff was generally aware of Del Mar's project and planning efforts. 22nd DAA staff was also aware and actively working with the River Park JPA to implement its trail within the existing buffer along the San Dieguito River.

Given the language within the Consent Order and the stipulation that the easement was contingent on the exhibit halls and the subject properties being "redeveloped and facilities reworked," there was no reason to believe the project was moving forward. While the 22nd DAA will consider a range of possibilities in its future master site plan, the 22nd DAA has no plans to redevelop the exhibit halls at this time.

However, in early March 2026, 22nd DAA staff was made aware of Del Mar's intention of beginning construction on a living levee sometime in 2027.

**Process/Approach:**

In accordance with CEQA, Del Mar has completed an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed San Dieguito Lagoon Levee, Habitat Enhancement, and Trail Project for public review and comment. The document is designed to analyze potential environmental impacts of the proposed project and mitigate those impacts to less than significant levels by either incorporating changes to the project design or including mitigation measures.

Based on this document, the project consists of three reaches of the shoreline of concern and interest to the 22nd DAA in what is referred to as the North Riverbank. In this area, the project proposes an area of approximately 110 feet from the bank

of the San Dieguito River, northward onto 22nd DAA-owned land. An approximately 50-foot-wide levee would be established along this approximately 1,500-foot-long reach, at the back edge of the easement, with a crest elevation of 10 feet. The crest would be about 15 feet wide to support a new pedestrian trail on top of it. A substantial amount of cut (8,200 cubic yards) and fill (4,520 cubic yards) would be needed, as well as the removal of approximately 111,540 square feet of asphalt. The levee area would be planted with marsh or riverine habitat and would be an area that could periodically be inundated from sea-level rise or flooding from the San Dieguito River.

The proposed project area on 22nd DAA-owned land currently hosts the 22nd DAA's recycle yard, storage area of Fair-time products, revenue-generating parking, and an internal circulation road used servicing events and for emergency purposes during the annual San Diego County Fair, the summer and fall Race Meets, and other large events at the Fairgrounds. Additionally, there are numerous utilities/infrastructure components in this area including, but not limited to water, electricity, storm water, and sewer.

The aerial diagrams on the pages following this report show the impacted areas of 22nd DAA property.

The CEQA document has been published/circulated for a 30-day public review and comment period, which is scheduled to end April 17, 2026. Although Del Mar listed the 22nd DAA as a responsible agency under CEQA (e.g., an agency, other than the lead agency, which has discretionary approval power over part or all of the project) on the "Summary Form for Electronic Document Submittal," the 22nd DAA was never provided an opportunity to review or provide meaningful feedback on the draft IS/MND prior to its publication and distribution. Given the Project's location, the project's technical complexity, and the volume of documents presented along with the draft mitigated negative declaration, the 22nd DAA formally requested — and was granted — a 30-day extension to the public review/comment period so that it will have the time needed to conduct a meaningful review of the Project.

[The document can be found online](#) on the City of Del Mar's website.

Lastly, in addition to CEQA compliance and 22nd DAA Board of Directors approval, the proposed project would require project approvals/permits from the following:

- [California Coastal Commission \(CCC\)](#): Consolidated Coastal Development Permit
- [U.S. Army Corps of Engineers \(USACE\)](#): §404 Nationwide Permit 27

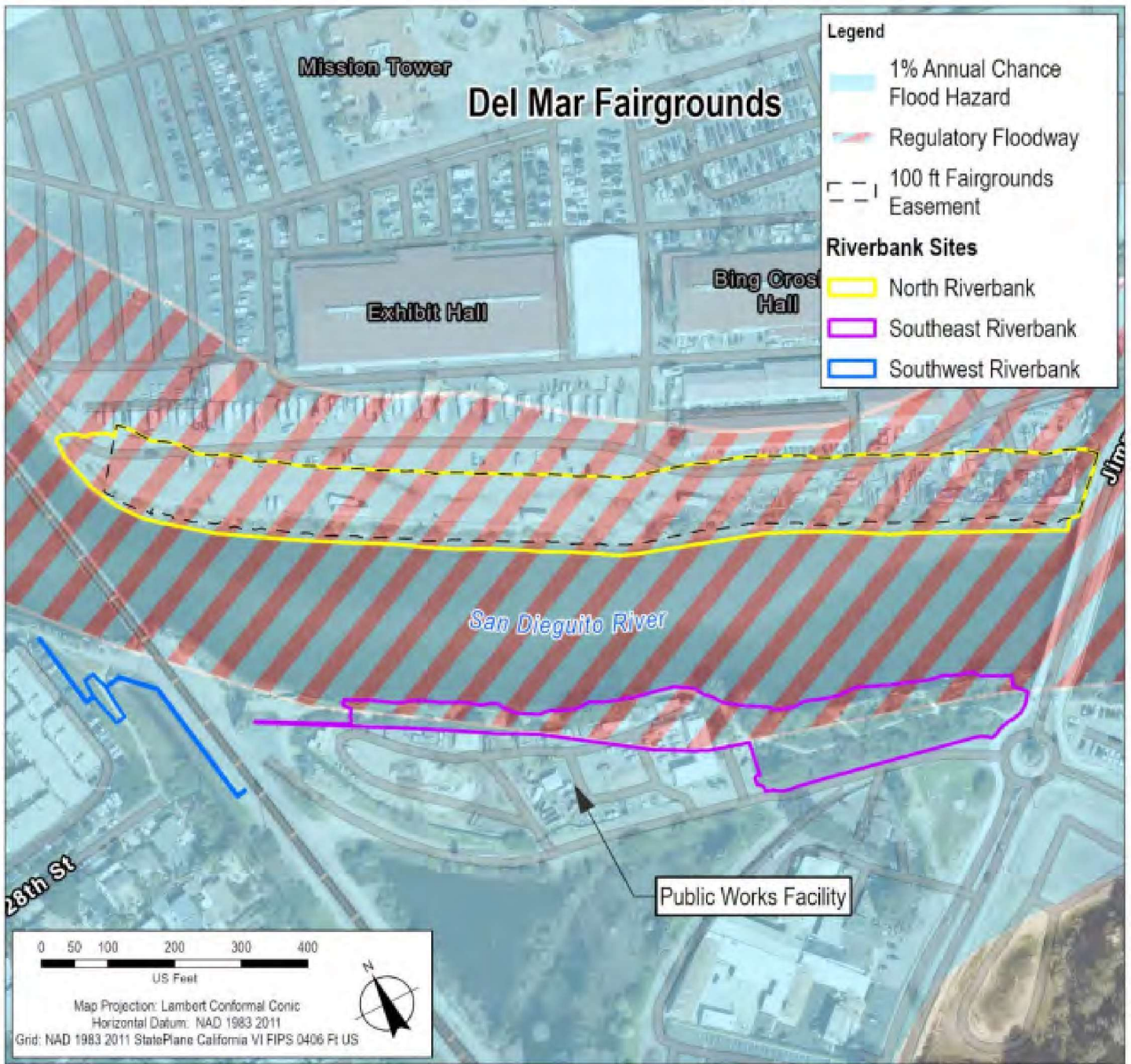
- U.S. Fish and Wildlife Service and National Oceanic Atmospheric Administration National Marine Fisheries Service: §7 Consultation
- California Department of Fish and Wildlife (CDFW): §1602 Streambed Alteration Agreement
- San Diego Regional Water Quality Control Board (RWQCB): §401 Water Quality Certification, National Pollutant Discharge Elimination System Permit
- California State Lands Commission: Lease Agreement (new or amended) for Public Agency Use.

**Next Steps:**

Staff at the 22nd DAA, along with its environmental on-call consultants, are currently reviewing the draft CEQA document for adequacy and will be submitting a formal comment letter on the proposed project, adequacy of the environmental review, and any other aspects of the proposed project. This will include a thorough review of each environmental impact issue area, proposed mitigation, project components, and temporary construction impacts/mitigation measures. Upon close of the public comment period for the draft CEQA document, Del Mar will prepare Responses to Comments that will be presented to the City of Del Mar Planning Commission for review as well a recommendation of approval/disapproval to the Del Mar City Council. The Del Mar City Council will consider the Final IS/MND along with the Planning Commission recommendation at a future public hearing.

The 22nd DAA is in the process of reviewing the decision-making authorities and approvals that would be required from the Board as a designated lead agency and land owner.

22nd DAA staff and Del Mar staff and consultants will present on this item at the Board meeting on April 14, 2026.



**FIGURE 2**

**Regulatory Floodway**

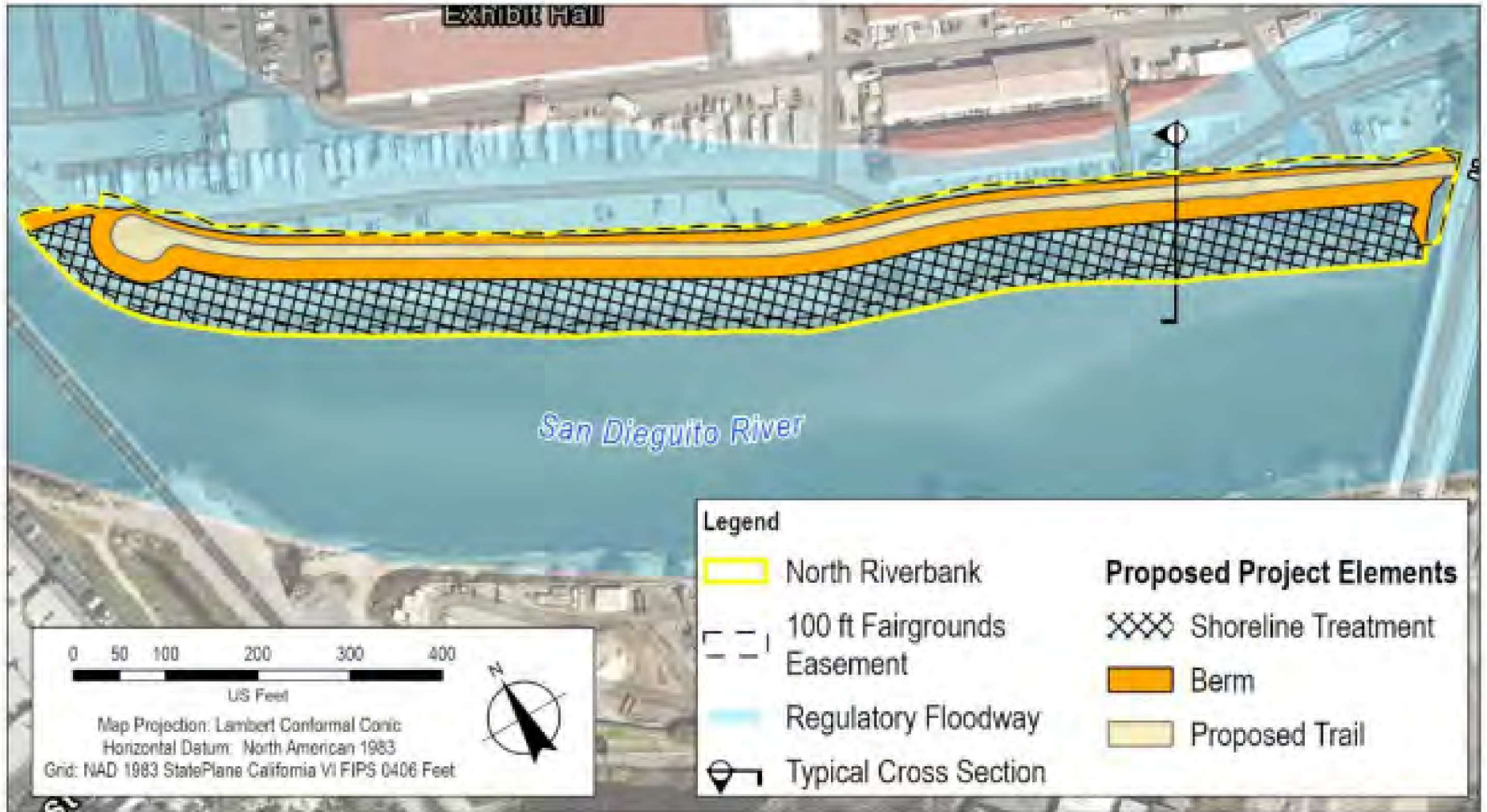
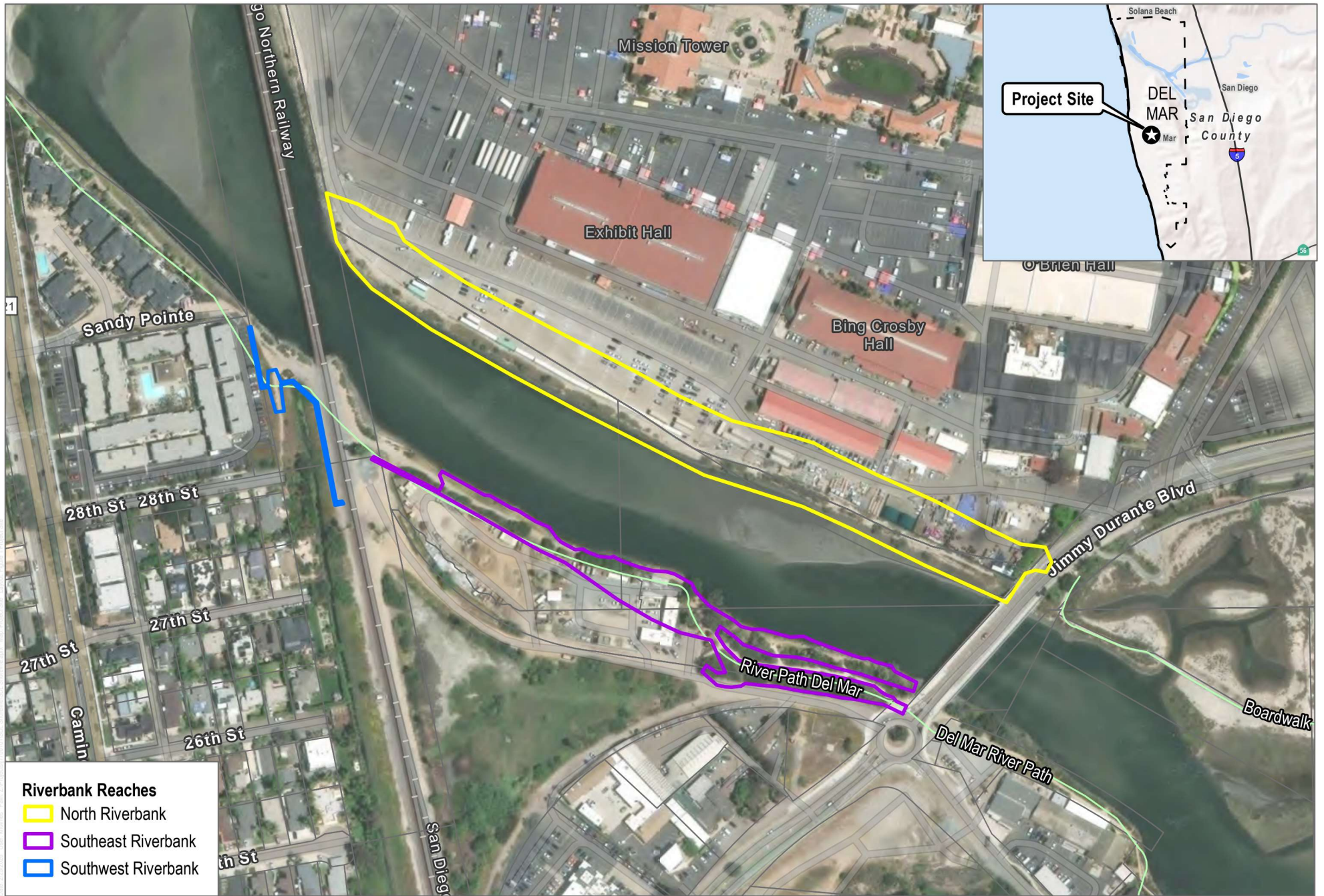


FIGURE 3

North Riverbank Site Plan



SOURCE: ESRI Imagery; SANGIS, 2026

---

**For Board Members/FanDuel is Killing TVG, Taking Away Horse Racing's TV Network - On3**

---

**From** Martha Sullivan <[REDACTED]>  
**Date** Mon 3/30/2026 11:24 AM  
**To** Sierra Ceballos <sceballos@sdfair.com>; Molly Arnold <marnold@sdfair.com>  
**Cc** Carlene Moore <cmoore@sdfair.com>

Greetings! Please share the following with the Board Members, Officers and Senior Management of the 22nd DAA, Del Mar Race Track Authority and State Race Track Leasing Commission, and include in their next Board Packets. Thank You for your assistance,

Martha Sullivan  
Imperial Beach

"The footprint of horse racing continues to shrink. Horse racing once had a monopoly on legalized sports betting. Now, a legalized sports book is eliminating one of the sport's greatest assets. TVG, currently known as FanDuel TV, will be "phased out" over the next 20 months. That's a nice way of saying that FanDuel is killing TVG.

"FanDuel TV is still honoring agreements to broadcast from Del Mar and Keeneland Spring and Fall meets, with hosts on-site leading into the Breeders' Cup. In-studio production will be eliminated in December. A skeleton crew will keep the horse racing broadcasts rolling through 2027. ...

"TVG got its first trial run in Louisville back in 1995. The idea was wise, creating a network that showed the races and built a platform to wager on them. It received a nationwide launch in 1999, lighting up TV screens in the corners of watering holes for decades to come. The network is currently in about 30 million households, down from 50 million a few years ago.

"This horse racing oasis was commandeered by FanDuel in 2022. They rebranded TVG to FanDuel TV, but promised not to make any more drastic changes. Five years later, the network will go dark. Andrew Moore, general manager of racing of FanDuel, explained why they're making this decision to [the Paulick Report](#).

"FanDuel conducted a thorough review of the business and the investments needed to support a linear network didn't align with its long-term strategy. FanDuel is directing its investments toward the areas most critical to its long-term roadmap and core businesses. Those principles resulted in making deliberate, difficult decisions to better align the company's portfolio with where it sees the greatest opportunity,' said Moore."

"More than 100 people will lose their jobs in this gut-punch to the industry. There are other avenues for folks in the horse racing media landscape to find a way on-screen, but the point of entry just got more complicated for casual horse players. Firing up TVG and hearing Andi Biancone highlight a 12-1 horse who looked game in the paddock is much easier than digging through YouTube to get analysis of a race.

"Without TVG, FOX's 'America's Day at the Races' will become the only broadcast dedicated to showing multiple tracks on a given afternoon, and those are typically only on weekends. If FOX is wise, they can add broadcasting rights for more tracks and expand their coverage of the sport, essentially creating a new TVG on FS2. For horse racing's sake, it needs to happen, keeping the sport on televisions outside of a few big race days."

<https://www.on3.com/teams/kentucky-wildcats/news/fanduel-is-killing-tvg-taking-away-horse-racing-tv-network/>

---

For Board Members/ "scant good news for California racing" - Los Angeles Times

---

From Martha Sullivan <[REDACTED]>  
Date Thu 4/2/2026 1:53 PM  
To Sierra Ceballos <sceballos@sdfair.com>; Molly Arnold <marnold@sdfair.com>  
Cc Carlene Moore <cmoore@sdfair.com>

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

Martha Sullivan  
Imperial Beach  
-----

From the *Los Angeles Times* earlier this week: "There has been scant good news for California racing lately. A couple of weeks ago, Hall of Fame trainer Bob Baffert said he was moving a couple of his strings to Kentucky rather than running at Santa Anita after this weekend. Baffert's main operation will remain at Santa Anita and move to Del Mar when it opens.

"Then on Friday, it was announced that FanDuel, which is both a betting platform and a sports network specializing in horse racing, is winding down its specialized studio and on-site talent programming this year. When it closes near the end of the year, more than 100 people will be laid off. Track feeds will be available on fan apps."

<https://www.latimes.com/sports/story/2026-03-31/northern-california-horse-racing-ends-with-golden-gate-fields-sale>

**The repurposing of the shuttered Golden Gate Fields alongside the San Francisco Bay to a public park is a great example for the horse racing track at the Del Mar Fairgrounds**, surrounded by four of the five highest household income communities in San Diego County: **more public access to the Coast**, not a private business enterprise that benefits the 1% while exploiting poor workers to care for the equally-exploited horses, whose lives are risked and taken daily by the dying U.S. Horse Racing industry for mere gambling.



Tuesday, April 7, 2026

## Contact the Board of Directors

22nd District Agricultural Association

**Your Name**

Udo Wahn

**Your Email Address**



**Message:**

April 7, 2026

Dear Board Members,

I am writing in support of the Del Mar Living Levee project. This project will benefit both the City of Del Mar and The Fairgrounds. Both will be protected from sea- level rise and floods.

I hope that the Fairgrounds Board will approve of this project at their April 14, 2026 meeting and in doing so allow for funding to proceed in a timely fashion.

Thank you,

Udo Wahn, M.D.  
Stratford Court  
Del Mar

## ITEM 9 – Matters of Information April 14, 2026

### Expense Contracts Executed per Delegated Authority

Standard Agreements up to \$50,000				
<b>Contract #:</b> 25-040 AM2	<b>Contractor:</b> JagTag Enterprises, Inc.	<b>Acquisition Method:</b> Fair & Reasonable	<b>Term:</b> 9/16/2025 - 6/30/2026	<b>Not to Exceed:</b> AM2: \$0 (Total contract value = \$4,295.00)
	<b>Purpose:</b> Communication skills training for Executive Team. AM2 extends contract term for completion of services outlined in Scope of Work; contract amount & SOW are unchanged.			
<b>Contract #:</b> 26-019	<b>Contractor:</b> KM Creative Solutions	<b>Acquisition Method:</b> Exemption – Highly Specialized Consultant	<b>Term:</b> 3/15/2026 - 7/10/2026	<b>Not to Exceed:</b> \$45,000.00
	<b>Purpose:</b> To provide pre-Fair creative set decor and stage programming services.			
<b>Contract #:</b> 26-021	<b>Contractor:</b> Kathy Wadham	<b>Acquisition Method:</b> Exemption – Highly Specialized Consultant	<b>Term:</b> 3/15/2026 - 7/14/2026	<b>Not to Exceed:</b> \$30,000.00
	<b>Purpose:</b> To assist in designing and coordinating décor elements to enhance exhibits.			
<b>Contract #:</b> 26-030	<b>Contractor:</b> Xecution Edge	<b>Acquisition Method:</b> Categorical Exemption – Professional Development Svcs	<b>Term:</b> 3/30/2026 - 5/31/2026	<b>Not to Exceed:</b> \$17,500.00
	<b>Purpose:</b> Facilitator for Board of Directors culture and governance workshop.			

San Diego County Fair Agreements – Agriculture & Arts Programs				
Contract #	Contractor	Summary / Purpose	Term	Amount
26-1200	Monica Ramos Thaller	Chalk Artist	6/27/2026 - 6/28/2026	\$400.00
26-1201	Meg Beverly Canilang	Chalk Artist	6/20/2026 - 6/21/2026	\$400.00
26-1202	Katie Bush	Chalk Artist	6/20/2026 - 6/21/2026	\$400.00
26-1203	Cecelia Linayao Fine Arts	Chalk Artist	6/20/2026 - 6/21/2026	\$400.00
26-1204	Brianna Cunha	Chalk Artist	6/27/2026 - 6/28/2026	\$400.00
26-1205	Lori Antoinette	Chalk Artist	6/27/2026 - 6/28/2026	\$400.00
26-1206	Get Fresh Communications, Inc.	Farm 2 U Emcee	3/25/2026 - 7/31/2026	\$30,000.00
26-1207	Joseph Pisano	Mixed Media Artwork	6/7/2026 - 7/7/2026	\$10,000.00
26-1208	San Diego County Vintners Association	Vineyard Display Labor	5/20/2026 - 7/31/2026	\$2,650.00
26-1209	Southern California Horseman's Council	Horse Exhibit	6/6/2026 - 7/3/2026	\$43,300.00
26-1210	Ramona Valley Olive Oil	Olive Oil Display	6/8/2026 - 7/7/2026	\$1,000.00 revenue
26-1211	Canin Coatings, Inc.	Acoustical Wallcovering	4/1/2026 - 5/31/2026	\$3,000.00

## Entertainment Contracts up to \$500,000

<b>San Diego County Fair – Grandstand Entertainment Agreements</b>				
<b>Contract #</b>	<b>Entertainer / Agency</b>	<b>Genre</b>	<b>Performance Date</b>	<b>Amount</b>
26-1014	Griz	EDM	6/13/2026	\$300,000.00
26-1025	Sippy	EDM	6/13/2026	\$7,500.00
26-1026	Bret Michaels	Rock	6/17/2026	\$115,000.00
26-1027	Night Ranger	Rock	6/17/2026	\$60,000.00
26-1001	Fluffy Tour, Inc. f/s/o Gabriel Iglesias	Comedy	6/18/2026	\$200,000.00
26-1035	4B	EDM	6/19/2026	\$7,000.00

<b>San Diego County Fair – Paddock Entertainment Agreements</b>				
<b>Contract #</b>	<b>Entertainer / Agency</b>	<b>Genre</b>	<b>Performance Date</b>	<b>Amount</b>
26-1019	3 O.C. Music Inc f/s/o Blue Oyster Cult	Rock	6/10/2026	\$50,000.00
26-1021	Suesuesudio, Inc f/s/o Hoobastank	Rock	6/11/2026	\$35,000.00
26-1078	Morgan Leigh Manning f/s/o Morgan Leigh Band	Country	6/12/2026	\$1,500.00
26-1028	Artifakts	EDM	6/13/2026	\$6,500.00
26-1029	ZZ Tex – ZZ Top Tribute	Rock	6/17/2026	\$8,000.00
26-1030	Country Nights	Country EDM	6/18/2026	\$6,000.00
26-1031	Shrek Rave / SHREKNO	EDM	6/19/2026	\$22,500.00
26-1032	Red Not Chili Peppers – RHCP Tribute	Rock	6/20/2026	\$5,000.00
26-1023	B Side Players Inc f/s/o B-Side Players	Reggae	6/21/2026	\$15,000.00
26-1033	Los Lonely Boys	Rock	6/24/2026	\$40,000.00
26-1009	Freedom Williams Media Group, LLC f/s/o C+C Music Factory	House / Hip Hop	6/25/2026	\$12,500.00
26-1004	Mike Donnell f/s/o Chasin' U – The Morgan Wallen Experience	Country	6/26/2026	\$10,000.00
26-1017	Debbie Taylor S.O. Inc f/s/o Top of the World – Carpenters Tribute	70s Pop	6/27/2026	\$25,000.00
26-1081	Farit Sanchez f/s/o Banda Raices Sinaloenses	Hispanic	6/28/2026	\$2,600.00
26-1020	Matthew Phillips	Indie Pop	7/1/2026	\$1,250
26-1085	Jason Beckwith f/s/o KISSED Alive – KISS Tribute	Rock	7/2/2026	\$2,000.00
26-1018	Secret Knock, LLC f/s/o Jefferson Starship	Rock	7/3/2026	\$30,000.00
26-1024	Brownies and Lemonade Inc	EDM	7/4/2026	\$25,000.00

## San Diego County Fair Judging Agreements

Contract #	Judge	Purpose	Judging Date(s)	Amount
26-401	Thomas Timkanic	Beer Judge	3/19/2026	\$575.00
26-402	Annapurna Belani-Ellis	Wine Judge	4/8/2026	\$0.00
26-403	Jay Bileti	Wine Judge	4/8/2026	\$0.00
26-404	Emily Bloom	Wine Judge	4/8/2026	\$0.00
26-405	Lauren Cain	Wine Judge	4/8/2026	\$0.00
26-406	Rick DeLucio	Wine Judge	4/8/2026	\$0.00
26-407	Ryan Hart	Wine Judge	4/8/2026	\$0.00
<del>26-408</del>	<del>Adam Jesberger</del>	<i>Canceled</i>	<i>Canceled</i>	<i>Canceled</i>
26-409	Dane Kuta	Wine Judge	4/8/2026	\$0.00
26-410	Tami Wong	Wine Judge	4/8/2026	\$0.00
26-411	Kira Boccia-Fenlason	Wine Judge	4/8/2026	\$0.00
26-412	Isabel Pacheco	Wine Judge	4/8/2026	\$0.00
26-413	Tom Stolzer	Wine Judge	4/8/2026	\$0.00
26-414	Robin Taylor	Vegetable Judge	6/9/2026, 6/23/2026	\$0.00
26-415	Margarita Guadalupe Desilagua Young	Honey Judge	5/8/2026	\$0.00
26-416	Tasha Ardalan	Honey Judge	5/8/2026	\$0.00
26-417	Mike Lee	Honey Judge	5/8/2026	\$0.00
26-418	Frank Hilliker	Egg Judge	6/30/2026	\$0.00
26-419	Hilary Kearney	Honey Judge	5/8/2026	\$0.00
26-420	Mimi Bowie	Vegetable Judge	6/9/2026, 6/23/2026	\$0.00
26-421	Natalie Carlberg	Vegetable / Egg Judge	6/9/2026, 6/23/2026, 6/30/2026	\$0.00
26-422	Delanie Craighead	Honey Judge	5/8/2026	\$0.00
26-423	Christina Waters	Honey Judge	5/8/2026	\$0.00
26-424	Karen Pouliquen	Honey Judge	5/8/2026	\$0.00

## Revenue Contracts Executed per Delegated Authority

<b>Event Agreements</b>				
<b>Contract #</b>	<b>Licensee</b>	<b>Event Description</b>	<b>Term</b>	<b>Rental Fee</b>
26-1475	RSF Democratic Club	Monthly Board Meetings	1/8/2026 - 11/12/2026	\$1,064.00
26-1614	CBF Productions	Coastal Christmas	11/30/2026 - 1/1/2027	\$60,160.00
27-1379	Villain Arts	Tattoo Arts Festival	1/20/2027 - 1/25/2027	\$16,800.00
27-1427	Biltwell Inc.	Motorcycle Parts Sale	1/7/2027 - 1/10/2027	\$10,460.00
27-1434	SD Cat Fanciers	Cat Show	1/21/2027 - 1/24/2027	\$10,460.00
27-1613	Century Club	Golf Tournament Parking	1/26/2027 - 1/29/2027	\$9,900.00
27-1615	Jurassic Quest	Dinosaur Exhibit	1/13/2027 - 1/19/2027	\$41,280.00

<b>San Diego County Fair Commercial Vendor Agreements</b>			
<b>Contract #</b>	<b>Vendor Name</b>	<b>Product Category</b>	<b>Rental Fee</b>
26-1440	3P Enterprise	Jewelry	\$ 8,330.00
26-1441	AC Bees Honey	Honey	\$ 3,915.00
26-1442	A Blend Above LLC	Spices	\$ 4,465.00
26-1443	Action Orthotics	Insoles	\$ 8,290.00
26-1444	Action Promotions	Jewelry	\$ 4,465.00
26-1445	Advanced Exteriors, Inc.	Home Improvement	\$ 3,965.00
26-1446	AH Studio	Jewelry	\$ 3,850.00
26-1447	We Have Your Flag	Flags	\$ 7,210.00
26-1448	All About Dips	Dips	\$ 9,000.00
26-1449	All Around Products	Dog Treats	\$ 4,250.00
26-1450	Amahu LLC	Candles	\$ 3,850.00
26-1451	Amazon Wonders	Bird Exhibit	\$ 1,600.00
26-1452	Amazon Wonders	Wax Hand Activity	\$ 10,790.00
26-1453	American Home Remodeling	Home Improvement	\$ 7,130.00
26-1454	Artisana Gift	International Gifts	\$ 7,780.00
26-1455	Avalon Scott	Clothing	\$ 3,850.00
26-1456	Avi Unique Jewelry	Jewelry	\$ 7,780.00

**San Diego County Fair Commercial Vendor Agreements (continued)**

<b>Contract #</b>	<b>Vendor Name</b>	<b>Product Category</b>	<b>Rental Fee</b>
26-1457	Azero Monogram LLC	Jewelry	\$ 3,915.00
26-1458	Barbie Godoy Studio	Henna	\$ 8,450.00
26-1459	Bath Makeover by Shugarman's, Inc	Home Improvement	\$ 7,880.00
26-1460	BBrews LLC	Facepainting	\$ 3,500.00
26-1461	Belt Bonanza	Belts	\$ 4,250.00
26-1462	Bhu Namdol	Clothing	\$ 4,120.00
26-1463	Black & White Art Studio	Art	\$ 4,325.00
26-1464	Borgil Enterprises	Retail	\$ 4,800.00
26-1465	Bosky Hat Co LLC	Hats	\$ 3,850.00
26-1466	Buddha's Gift	Clothing	\$ 8,600.00
26-1467	By Banger LLC	Home Improvement	\$ 8,430.00
26-1468	Cali Charmz	Croc Charms	\$ 7,780.00
26-1469	California Gemstones	Jewelry	\$ 3,865.00
26-1470	California Solutions	CBD Cream	\$ 3,915.00
26-1471	Calipso Enterprises	Hats	\$ 8,290.00
26-1472	Careco LLC	Shoe Cleaner	\$ 4,465.00
26-1473	Cats & Crystals	Cat Products	\$ 3,915.00
26-1474	Chapman Fashion Int.	Jewelry	\$ 12,195.00
26-1476	Chapman Fashion Int.	Jewelry	\$ 12,650.00
26-1477	Corky's Signs	Carved Signs	\$ 4,250.00
26-1478	Country Wide Liquidator	Perfumes	\$ 8,450.00
26-1479	Creative Henna	Henna	\$ 10,790.00
26-1480	Creative :LegacyX	Jewelry	\$ 7,210.00
26-1481	Hall's Culligan Water	Water Service	\$ 8,450.00
26-1482	Crown US Inc.	Home Improvement	\$ 8,430.00
26-1483	D & M Rock & Gem	Gems	\$ 7,780.00
26-1484	D'Moncayo Investments, LLC	Clothing	\$ 7,780.00
26-1485	Dandy Souvenirs	Novelty	\$ 15,050.00
26-1486	Deoja Creations, LLC	Clothing	\$ 8,330.00
26-1487	Di-Lar Industrial Supply Inc.	Home Improvement	\$ 8,430.00
26-1488	Discount Pictures Mart dba SoCal Arts	Art	\$ 14,920.00

### San Diego County Fair Commercial Vendor Agreements (continued)

Contract #	Vendor Name	Product Category	Rental Fee
26-1489	Ego Electric Bikes San Diego	E-Bikes	\$ 3,315.00
26-1490	ELAUN	Clothing	\$ 7,780.00
26-1491	Embroidery Unlimited	Hats	\$ 8,290.00
26-1492	Euroshine USA, Inc.	Mobility Scooter	\$ 9,000.00
26-1493	Eye Kandy Cosmetics	Cosmetics	\$ 3,915.00
26-1494	Eyephoria Iris Photography	Photography	\$ 4,465.00
26-1495	F & R Body Art	Tattoo	\$ 13,000.00
26-1496	Fun Water Outdoor Inc.	Watersports	\$ 11,450.00
26-1497	Forest Art	Art	\$ 8,330.00
26-1498	Health Quest Enterprises	Insoles	\$ 3,315.00
26-1499	Garhua	International Gifts	\$ 11,340.00
26-1500	Gecko Hawaii LLC	Clothing	\$ 8,450.00
26-1501	Geodes Jean P Bucher	Geodes	\$ 3,915.00
26-1502	Geoshi Designs	Jewelry Cleaner	\$ 6,350.00
26-1503	Ghost Scream Hot Sauce	Hot Sauce	\$ 9,000.00
26-1504	Grizzly Joe's Seasoning	Seasonings	\$ 3,915.00
26-1505	Gnome Hollow Candle and Soap Co.	Soap	\$ 3,915.00
26-1506	H.I.S.C., Inc	Home Improvement	\$ 4,515.00
26-1507	Happy Cheeks Face Painting	Facepainting	\$ 1,600.00
26-1508	Hawaiian Jewelry Inc.	Jewelry	\$ 8,450.00
26-1509	Hawaiian Moon	Jewelry	\$ 3,915.00
26-1510	High Seas Trading Co.	Clothing	\$ 8,450.00
26-1511	House of Pistacios	Nuts	\$ 8,450.00
26-1512	Huaraches Artesanales Sahuayo	International Gifts	\$ 7,780.00
26-1513	Hydro Magnetic Systems (Superior Water)	Home Improvement	\$ 7,780.00
26-1514	INDOCRAFT	Clothing	\$ 3,550.00
26-1515	Inka's Art	Art	\$ 3,150.00
26-1516	Innovated Designs	Jewelry	\$ 8,290.00
26-1517	International Gift	International Gifts	\$ 3,315.00
26-1518	International Leather	Leather Products	\$ 8,290.00
26-1519	J.H. Store	Handcrafted Goods	\$ 4,250.00

**San Diego County Fair Commercial Vendor Agreements (continued)**

<b>Contract #</b>	<b>Vendor Name</b>	<b>Product Category</b>	<b>Rental Fee</b>
26-1520	Jan Cates dba The Cates Company	Jewelry	\$ 9,000.00
26-1521	Jana Mcknight DBA My Fair Photo	Photos	\$ 3,150.00
26-1522	JCD Enterprises	Butterflies	\$ 10,085.00
26-1523	Jhana International Inc	Glass Wax	\$ 4,430.00
26-1524	K&M Brothers LLC	Retro Game Consoles	\$ 7,130.00
26-1525	Kailani's Crafts	Small Gifts	\$ 7,210.00
26-1526	Karen Doyle	Facepainting	\$ 2,150.00
26-1527	Kelly Styles	Jewelry	\$ 9,712.50
26-1528	L.A. International Marketing, Inc.	Misc.	\$ 11,645.00
26-1529	Lakeside Product Inc.	Misc.	\$ 8,330.00
26-1530	Leabrig	Umbrellas	\$ 50.00
26-1531	LeafFilter North, LLC	Home Improvement	\$ 5,922.50
26-1532	Lea's Chinese Gifts	International Gifts	\$ 9,712.50
26-1533	Live Aloha Designs	Clothing	\$ 13,577.50
26-1534	Luxe Retail LLC	Manicure Kit	\$ 9,000.00
26-1535	M & E SALES	Patio Umbrellas	\$ 7,880.00
26-1536	Mark Enterprises Inc	Insoles	\$ 3,915.00
26-1537	Marketing Management Inc.	Home Improvement	\$ 3,965.00
26-1538	MCS Jewelry	Jewelry	\$ 3,315.00
26-1539	MCS Jewelry	Jewelry	\$ 8,450.00
26-1540	Mi Amor Vintage & Decor	Hats	\$ 7,780.00
26-1541	Modern Sunshine	Clothing	\$ 4,250.00
26-1542	Mojo Sports LLC	Sports Games	\$ 8,290.00
26-1543	Mule Inc	Wallets	\$ 3,315.00
26-1544	My Green Home, Inc.	Home Improvement	\$ 7,880.00
26-1545	My Green Home, Inc.	Home Improvement	\$ 4,250.00
26-1546	Natures Galore LLC	Shea Butter	\$ 3,315.00
26-1547	Navera LLC	Misc	\$ 3,865.00
26-1548	New England Leatherworks	Wallets	\$ 7,780.00
26-1549	Nicholas Ivins Art & Illustration	Art	\$ 3,850.00
26-1550	Nifty 50's	Backpacks	\$ 7,210.00

**San Diego County Fair Commercial Vendor Agreements (continued)**

<b>Contract #</b>	<b>Vendor Name</b>	<b>Product Category</b>	<b>Rental Fee</b>
26-1551	Norwex	Cleaning Supplies	\$ 4,515.00
26-1553	O'Ryan LLC	Sunglasses	\$ 4,720.00
26-1554	O'Ryan LLC	Sunglasses	\$ 4,250.00
26-1555	O'Ryan LLC	Hats	\$ 2,110.00
26-1556	Ocean Sales Ltd.	Massager	\$ 7,130.00
26-1557	OG Images	Photos	\$ 7,650.00
26-1558	Omar Industries	Puppets	\$ 3,150.00
26-1559	Professional Wine Opener	Wine Opener	\$ 8,050.00
26-1560	Paul's Products	Toys	\$ 4,200.00
26-1561	Pet Walker Plus	Pet Supplies	\$ 4,465.00
26-1562	Pibe Sports	Clothing	\$ 11,645.00
26-1563	Poppers Toy Store	Toys	\$ 3,915.00
26-1564	Precious Petals Clothing	Clothing	\$ 3,150.00
26-1565	Premium Cashmere	Cashmere Scarves	\$ 6,580.00
26-1567	Pristine Promotions LLC dba Gadgets & Neat Stuff	Gadgets	\$ 9,000.00
26-1568	Primera Enterprises	Sand art	\$ 3,150.00
26-1569	Progressive Security Screens	Home Improvement	\$ 6,472.50
26-1570	Psychic Shoppe	Psychic Services	\$ 3,915.00
26-1571	Puzzle Light Co.	Lamps	\$ 3,850.00
26-1572	Rama Handicraft	Clothing	\$ 3,915.00
26-1573	Rayne Water	Home Improvement	\$ 8,430.00
26-1574	Redfern Ent. Inc.	Iron	\$ 8,450.00
26-1575	Refreshed Enterprise	Eye Glass Cleaner	\$ 8,450.00
26-1576	Refreshed Enterprise	Hat Cleaner	\$ 8,450.00
26-1577	Refreshed Enterprise	Shoe Cleaner	\$ 3,915.00
26-1578	Remember When Photos	Old Time Photos	\$ 3,630.00
26-1579	Renewal by Anderson	Home Improvement	\$ 8,450.00
26-1580	Renewal by Anderson	Home Improvement	\$ 3,965.00
26-1581	The Amber Gift Shop	Gifts	\$ 9,000.00
26-1582	Sameday Heating & Air Conditioning	Home Improvement	\$ 3,915.00
26-1583	San Diego Crystals & Jewelry LLC	Jewelry	\$ 6,580.00

**San Diego County Fair Commercial Vendor Agreements (continued)**

<b>Contract #</b>	<b>Vendor Name</b>	<b>Product Category</b>	<b>Rental Fee</b>
26-1584	Scotlin Scents LLC	Candles	\$ 4,250.00
26-1585	Shane Lee	Clothing	\$ 10,395.00
26-1586	Shasta Fashions	Clothing	\$ 7,130.00
26-1587	Sheena Chou DBA Patchy Patchenstein	Clothing Patches	\$ 10,790.00
26-1588	So Relax California, Inc.	Massage	\$ 8,450.00
26-1589	Sunny West	Clothing	\$ 5,847.50
26-1590	Sunshine Kitchen Products	Steam Mop	\$ 9,000.00
26-1591	System Pavers	Home Improvement	\$ 8,430.00
26-1592	T-Town B&C Ventures, LLC DBA Happy Place	Croc Charms	\$ 8,450.00
26-1593	TGS Trading Company	Shea Butter	\$ 4,250.00
26-1594	Airbrush Shop	Airbrush	\$ 8,450.00
26-1595	The Caricature Entertainment	Caricatures	\$ 3,150.00
26-1596	The Caricature Entertainment	Caricatures	\$ 50.00
26-1597	The Caricature Entertainment	Caricatures	\$ 3,050.00
26-1598	DamonArts Event Caricatures	Caricatures	\$ 6,350.00
26-1599	DamonArts Event Caricatures	Caricatures	\$ 4,250.00
26-1600	TLG Adhesives LLC	Glue	\$ 4,250.00
26-1601	ToeAsis	Jewelry	\$ 6,580.00
26-1602	Traeger Pellet Grills LLC	Grills	\$ 16,810.00
26-1603	Trimlight San Diego Inc.	Home Improvement	\$ 8,430.00
26-1604	Tropical Attitudes Gear	Clothing	\$ 8,330.00
26-1605	Tupperware	Tupperware	\$ 3,865.00
26-1606	U.S. Jaclean, Inc.	Massage Chairs	\$ 11,796.00
26-1607	UNCOMMON USA	Flagpoles	\$ 11,795.00
26-1608	West Coast Innovations Int'l	Cyclone Seat	\$ 9,000.00
26-1609	West Coast Innovations Int'l	Garlic Grater	\$ 5,847.50
26-1610	Weststar Chimney Sweeps	Home Improvement	\$ 3,915.00
26-1611	Yurivilca's Made	Handcrafted Goods	\$ 8,450.00

**San Diego County Fair Concessions Agreements**

<b>Contract #</b>	<b>Vendor</b>	<b>Main Item</b>	<b>Commission Rate</b>
26-1439	Uptown Photos, Inc.	Photo booths	20%

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

25-040

AMENDMENT NUMBER

2

Purchasing Authority Number

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

JagTag Enterprises, Inc.

2. The term of this Agreement is:

START DATE

September 16, 2025

THROUGH END DATE

June 30, 2026

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

\$4,295.00

Four Thousand Two Hundred Ninety Five 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 extend the term in order to allow for the completion of services. The Through End Date is hereby extended from March 31, 2026 to June 30, 2026.

Amendment Effective Date: March 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.)

JagTag Enterprises Inc.

CONTRACTOR BUSINESS ADDRESS

2110 Artesia Blvd., B404

CITY

Redondo Beach

STATE

CA

ZIP

92078

PRINTED NAME OF PERSON SIGNING

Jacqueline Devlin

TITLE

CEO/Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
 SCOPE OF WORK**

**1. SERVICES OVERVIEW**

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

The Contractor shall provide training to develop communication skills for members of District's Executive Team focusing on organizational team building and motivation.

- B. Services shall be performed at the District located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
- C. Training shall be provided in two sessions. The dates of the training will be agreed upon by the District and Contractor at a later time.
- D. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	JagTag Enterprises, Inc.
Name: Carlene Moore, Chief Executive Officer	Name: Jacqueline Devlin, Owner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2110 Artesia Boulevard, B404 Redondo Beach, CA 90278
Phone: 858-755-1161	Phone: 310-344-8163
e-mail: <a href="mailto:cmoore@sdfair.com">cmoore@sdfair.com</a>	e-mail: <a href="mailto:jnason@msn.com">jnason@msn.com</a>

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. CONTRACTOR RESPONSIBILITIES:**

- A. Facilitate two (2) three-hour communication training sessions with District's Executive Team focusing on team building and motivation. These will include Part 1 Training "When All is Well" and Part 2 Training "When There is Conflict." Each training will be three hours and on separate days to allow the training participants to practice when all is well and time to bring up challenges in the conflict session.
- B. Provide expertise on each topic including energetic presentations.
- C. Support District's core values of Fun, A+ Quality, Integrity, Respect and Service.
- D. Utilize all types of learning styles including auditory, visual, and kinesthetic and an abundance of interactive involvement including lectures, group involvement, role-playing, and hands on motivational instruction.
- E. Provide evaluation forms for all participants to complete at the end of each training session.
- F. Provide all development materials and additional handouts.

**3. DISTRICT RESPONSIBILITIES:**

- A. To provide meeting room set in configuration requested by Contractor, monitor/LCD

**EXHIBIT A  
SCOPE OF WORK**

projector, large self-stick flip charts, water and coffee service, snacks, and lunch for group, including Contractor.

- B. To ensure that all members of District's Executive Team complete the Core Strengths Inventories in advance.

**4. TRAVEL AND RELATED EXPENSES:**

- A. District will provide mileage reimbursement to the Contractor for both training sessions.
- B. When lodging is needed for Contractor, District will arrange and directly pay for hotel accommodations for up to two nights, limited to one night per training session. Lodging expenses shall not be reimbursed to Contractor.
- C. Contractor shall be responsible for all personal meal expenses incurred, excluding the working lunch provided by the District during each training session.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-019

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-60

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

KM Creative Solutions

2. The term of this Agreement is:

START DATE

March 15, 2026

THROUGH END DATE

July 10, 2026

3. The maximum amount of this Agreement is:

\$45,000.00

Forty Thousand Five Hundred Dollars and Zero Cents.

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
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.)

KM Creative Solutions

CONTRACTOR BUSINESS ADDRESS

3946 South Mission Road,

CITY

Fallbrook

STATE

CA

ZIP

92028

PRINTED NAME OF PERSON SIGNING

Karla K. Majewski

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- A. KM Creative Solutions, hereinafter referred to as “Contractor”, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, with services as described herein.
- B. Contractor shall provide pre-Fair creative set décor and stage programming services to the District for the 2026 San Diego County Fair.
- C. Services shall be performed onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
- D. Contractor shall be available onsite at a minimum from 10:00 am to 7:00 pm, Wednesday through Sunday during the Fair. Services may also require long or irregular hours, including evenings or weekend, and may be performed outside of regular business hours prior to the start of the Fair and as mutually agreed upon by Contractor and District.
- E. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>	<b>KM Creative Solutions</b>
Name: Rachele Weir, Creative Services Manager	Name: Karla K. Majewski
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: 3946 South Mission Road Fallbrook, California 92028
Phone: (858) 792-4211	Phone: (760) 500-1204
Email: <a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email: <a href="mailto:1kmbrook@gmail.com">1kmbrook@gmail.com</a>

Parties may change their project representative upon providing ten (10) business days’ written notice to the other party. Said changes shall not require an Amendment to this Agreement.

**2. WORK TO BE PERFORMED BY CONTRACTOR**

- A. Contractor shall be responsible for the performance of tasks and preparation of deliverables, as specified in this Exhibit A.
- B. Contractor shall assist in developing engaging and innovative programs that showcase community talents for the 2026 San Diego County Fair (SDCF) in the Theme Building.
  - 1. Contractor shall assist in the development of diverse lineup of performances, workshops and interactive experiences for District guests.
  - 2. Contractor shall coordinate and manage scheduling and logistical support for all stage-related events, including mainstage shows, guest speaker appearances, and special programming.
  - 3. Contractor shall collaborate with building coordinators, performers, presenters, volunteers, and District staff to facilitate seamless transitions and ensure the orderly and efficient flow of all events.

**EXHIBIT A  
 SCOPE OF WORK**

4. Contractor shall assist in execution and implementation of the approved design concept for the Theme Building and support the enhancement of the event environment through coordinated thematic décor and signage.
5. Contractor shall ensure that all public areas adhere to established safety standards and accessibility requirements.
6. Contractor shall conduct daily monitoring and coordination to confirm that building operations, crew deployment, volunteer assignments and visitor engagement strategies are implemented as directed by the District.
7. Contractor shall be onsite for operational support from June 10 through July 5, 2026 as agreed upon by Contractor and District.

**C. Tasks**

1. Contractor shall develop, in partnership with the District, a comprehensive event curation and stage management plan.
2. Contractor shall coordinate with participating organizations to ensure prompt preparation of stage schedules for performances, workshops and activities, to allow time to review for scheduling conflicts and operational considerations.
3. Contractor shall execute décor and signage concepts as outlined in the 2026 operations plan.
4. Contractor shall prepare staff and volunteer training guides for building operations.
5. Contractor shall provide ongoing progress reports and communicate additional needs to the District for SDCF set-up.
6. Contractor shall provide operational support and set-up, as agreed upon by District and Contractor.
7. Contractor shall be onsite to provide operational support during the SDCF, including marketing/promotion, as agreed upon by District and Contractor.
8. Contractor shall submit a post-event evaluation and recommendations report to the District.

**D. Deliverables**

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
C.1.	Event Curation and Stage Management Plan	March 31, 2026
C.2.	Stage Schedule	April 15, 2026
C.3.	Execute Décor and Signage Concepts	April 15, 2026
C.4.	Staff and Volunteer Training Guides	May 15, 2026
C.5.	Progress Reports and Daily Briefings	On-Going

**EXHIBIT A**  
**SCOPE OF WORK**

C.6.	Operational Support and SDCF Set-Up	June 9, 2026
C.7.	On-Site Presence (Wednesdays - Sundays)	June 10 – July 5, 2026
C.8.	Debrief and Reporting	July 10, 2026

**3. DISTRICT RESPONSIBILITY**

- A. District shall provide parking for one (1) trailer behind Fairview Farms for housing and parking for one (1) vehicle.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-021

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-60

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Kathy Wadham

2. The term of this Agreement is:

START DATE

March 15, 2026

THROUGH END DATE

July 14, 2026

3. The maximum amount of this Agreement is:

\$30,000.00

Thirty Thousand Dollars and Zero Cents.

4. The parties agree to comply with the terms and 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	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.)

Kathy Wadham

CONTRACTOR BUSINESS ADDRESS

3669 York Circle,

CITY

La Verne

STATE

CA

ZIP

91750

PRINTED NAME OF PERSON SIGNING

Kathy Wadham

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- A. Kathy Wadham, hereinafter referred to as “Contractor”, shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, creative consulting, design and execution responsibilities for the District’s Fairview Farm hereinafter referred to as “Farm,” the agriculture theme exhibit, “Farm 2 U” and the Dairy Exhibit.
- B. Contractor shall assist with designing and collaborating on design décor elements that enhance the story of each exhibit, specifically the Farm, Farm 2 U, and Dairy Exhibit and assist in making each exhibit cohesive, engaging, and interactive, for the 2026 San Diego County Fair (SDCF).
- C. Services shall be performed both remotely and onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014, in accordance with schedule set forth in the Tasks section of this Agreement. Services shall be performed Monday through Friday, March through September, with the understanding that Saturdays and Sundays may be required.
- D. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>		<b>Contractor</b>	
Name:	Rachelle Weir, Creative Services Manager	Name:	Kathy Wadham, Owner
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	3669 York Circle La Verne, CA 91750
Phone:	(858) 792-4211	Phone:	(909) 407-2705
Email:	<a href="mailto:rweir@sdfair.com">rweir@sdfair.com</a>	Email:	<a href="mailto:kathywadham4@gmail.com">kathywadham4@gmail.com</a>

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. Project Management and Administration
  - 1. Contractor shall be responsible for the completion of tasks and deliverables as specified in this Exhibit A.
  - 2. Contractor shall ensure that the Agreement requirements are met through completion of monthly progress reports submitted to the District, and through regular communication with the District. Progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement. Each invoice and progress report must be submitted by Contractor, and delivered to the District no later than the fifth day of each month.

**EXHIBIT A**  
**SCOPE OF WORK**

**B. Tasks**

1. Contractor shall collaborate with District on exhibit design décor.
2. Contractor shall work in conjunction with Creative Services Manager, to give direction on projects, including but not limited to:
  - a. Displaying signs in accordance with District standards.
  - b. Directing where exhibit pieces and props should be placed within each sub-theme area, including but not limited to honey, house plants, wine, meat processing and canning.
  - c. Selecting color schemes for pre-determined props and/or display items to maximize visual impact.
  - d. Enhancing designated areas using bold visual elements, including floral and decorative features.
  - e. Ensuring décor and exhibit pieces are displayed in a proper and safe manner.
  - f. Giving creative consultation to coordinators for additional exhibit areas, as needed.
3. Contractor shall be on-site, at the District, according to the following schedule. Exact dates shall be agreed upon by Contractor and District.
  - a. March 2026: Two (2) to three (3) planning meetings for the Farm, Farm 2 U, and Dairy Exhibit
    - i. Review layouts
    - ii. Review and participate in creative brief/planning
    - iii. Purchasing décor materials, as needed
  - b. April 2026: On-site Monday through Friday setting up the Farm exhibit for Plant Grow Eat and the SDCF.
    - i. Planning for Farm 2 U and Dairy/Barn W
    - ii. Purchasing décor materials for Farm 2 U and Dairy/Barn W, as needed
  - c. May 1-31, 2026: On-site setting up Farm 2 U and Dairy/Barn W
  - d. June 1-10, 2026: On-site setting up and organizing until the commencement of the 2026 SDCF
  - e. Leading workshops in Farm 2 U from 7:00 p.m. through 9:00 p.m. on each of the following dates:
    - i. June 10-14, 2026
    - ii. June 19-21, 2026
    - iii. June 26-28, 2026
    - iv. July 3-5, 2026

**EXHIBIT A  
 SCOPE OF WORK**

4. Contractor shall be a resource for staff and provide guidance to District employees to execute all designed and/or planned exhibit areas.
5. Contractor may acquire materials, supplies, plants and/or décor that bring the design to reality, with written pre-approval by the District. District shall own all products purchased for the exhibits and is only responsible for payment of supplies that have been pre-authorized for purchase. In addition, Contractor must invoice and itemize these purchases separately and include proof of purchase receipt(s) in order to receive payment. Expenses incurred without prior District approval will not be reimbursed
6. Contractor may assist District with clean-up in July, upon completion of the 2026 SDCF, at the sole discretion of Contractor.

C. Deliverables

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
1.	Collaborate on Exhibit Design Décor	March 31, 2026
2.	Project Direction	On-Going
3.a.	Planning Meetings	March 31, 2026
3.b.	Set-Up Farm and Plant Grow Eat	April 15, 2026
3.c.	Set-Up Farm 2 U and Dairy/Barn W	May 15, 2026
3.d.	Completion of Set-Up and Organizing Exhibits	June 9, 2026
3.e.	Leading Workshops	June 10-July 5, 2026
4.	Project Guidance	On-Going
5.	Materials Purchase	On-Going
6.	Fair Clean-Up	July 10–14, 2026

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-030

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-00

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Xecution Edge

2. The term of this Agreement is:

START DATE

March 30, 2026

THROUGH END DATE

May 31, 2026

3. The maximum amount of this Agreement is:

\$17,500.00

Seventeen Thousand Five Hundred Dollars and Zero Cents

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

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 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.)

Xecution Edge

CONTRACTOR BUSINESS ADDRESS

5467 Barclay Ave

CITY

San Diego

STATE

CA

ZIP

92120

PRINTED NAME OF PERSON SIGNING

Stacey Mckibbin

TITLE

Founder &amp; CEO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

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

Contractor shall work with the District Board of Directors (Board) and the CEO to design and facilitate the second part of a two-part workshop series scheduled for April 27, 2026, 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 development of Board Rules of Engagement.

B. The services shall be performed both remotely and at the District located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.

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

District	Xecution Edge
Name: Carlene Moore, Chief Executive Officer	Name: Stacey Mckibbin, Founder & CEO
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 5467 Barclay Ave San Diego, CA 92120
Phone: 858-755-1161	Phone: 619-405-0093
e-mail: <a href="mailto:cmoore@sdfair.com">cmoore@sdfair.com</a>	e-mail: <a href="mailto:stacey@xecutionedge.com">stacey@xecutionedge.com</a>

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

**2. WORK TO BE PERFORMED BY CONTRACTOR**

A. Background and Goals

The District Board is comprised of nine members, appointed by the Governor. The District is a California state institution and subject to the Bagley-Keene Open Meeting Act.

The Board goals are to:

- a. Have a positive, high-performing culture that is rooted in trust, candor, respect, and enables constructive debate.
- b. Clarify the Board's role in shaping the culture of the District.
- c. Enhance the effectiveness of the Board and its capacity to function collaboratively and efficiently for effective decision making and strategic oversight.

**EXHIBIT A**  
**SCOPE OF WORK**

d. Support how the Board functions as a collective in service to the organization's goals.

**B. Tasks and Deliverables**

- a. Contractor shall maintain communication with District regarding scheduling, preparation, and delivery of services.
- b. Contractor shall conduct alignment conversations prior to workshops with the CEO and Board Chair, separately or together, as directed by District, to clarify goals and priorities.
- c. As requested by District, Contractor shall participate in pre-engagement conversations with Board members, scheduled at times mutually agreeable to District and Contractor, to gather input and insights prior to workshops. The results will be compiled into consolidated reports that will be distributed to the full Board and public and will include the identity of each respondent.
- d. Contractor shall submit materials to District for review and approval prior to distribution.
- e. Contractor shall attend and observe the Governance Education portion of the Workshop on April 27, 2026 facilitated by Charney Keyse to better connect governance with culture for building upon shared values, beliefs, and norms that can impact the decision-making process.
- f. Contractor shall identify key themes impacting Board culture from the alignment conversation, pre-engagement conversations, and Governance Education Workshop.
- g. Contractor shall design and facilitate the Organizational Culture Development portion of the Workshop on April 27, 2026.
- h. Contractor shall develop and submit to District a written Rules of Engagement document based on the outcomes of the workshop, capturing the agreed-upon expectations for Board communication, constructive debate, and decision-making, aligned with governance requirements, to guide ongoing communication among Board members.
- i. Contractor shall conduct a post-session debrief with the CEO and Board Chair scheduled at a time mutually agreeable to District and Contractor.

**EXHIBIT A  
 SCOPE OF WORK**

C. Tasks and Deliverables Schedule

<b>Tasks</b>	<b>Deliverables</b>	<b>Due Dates</b>
B(a)	Maintain communication with District	Ongoing throughout the engagement
B(b)	Alignment conversations with CEO and Board Chair	Prior to April 27, 2026
B(c)	Pre-engagement conversations with Board members	As requested prior to April 27, 2026
B(d)	Submit materials to District for review and approval prior to distribution	Prior to April 27, 2026
B(e)	Attendance/observation of Governance Education Workshop	Morning of April 27, 2026
B(f)	Identify key themes from alignment conversation, pre-engagement conversations, and Governance Education Workshop	April 27, 2026
B(g)	Design and Facilitate Organizational Culture Development Workshop	April 27, 2026
B(h)	Development of written Rules of Engagement.	May 31, 2026
B(i)	Post session debrief with CEO and Board Chair	May 31, 2026

D. District Responsibilities

District will provide:

- a. Printed copies of all materials prepared by Contractor for distribution to the Board.
- b. Meeting room with audio/visual equipment and support.
- c. Large flip chart pads and markers.
- d. Snacks, beverages, and meals on the days of the workshops.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1200

GL ACCOUNT NUMBER

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Monica Ramos Thaller

2. The term of this Agreement is:

START DATE

06/27/2026

THROUGH END DATE

06/28/2026

3. The maximum amount of this Agreement is:

\$400.00

Four Hundred Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (GTC 02/2025)	4 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22
Exhibit H	Copyright Infringement Indemnification	23

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Monica Ramos Thaller

CONTRACTOR BUSINESS ADDRESS

4760 Lakeview Avenue

CITY

Yorba Linda

STATE

CA

ZIP

92886

PRINTED NAME OF PERSON SIGNING

Monica Thaller

TITLE

Artist

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Monica Thaller, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall create chalk artwork live on-site at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>		<b>Contractor</b>	
Name:	Judith Toepel, Manager Agriculture and Education	Name:	Monica Ramos Thaller, Artist
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	4760 Lakeview Avenue Yorba Linda, California 92886
Phone:	(858) 308-2216	Phone:	(909) 964-4767
Email:	<a href="mailto:jtoepel@sdfair.com">jtoepel@sdfair.com</a>	Email:	<a href="mailto:monica.thaller56@gmail.com">monica.thaller56@gmail.com</a>

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

**II. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall create an original chalk artwork live on-site, including initial sketching, color application, blending and detailing, while SDCF attendees observe. The work is temporary in nature and will become property of the District upon completion.
  - 1. Contractor shall execute one (1) approximate 8-foot by 8-foot chalk artwork reflective of the SDCF theme "Once Upon A Fair".
  - 2. Contractor shall provide chalk medium required to execute one (1) approximate 8-foot by 8-foot chalk artwork.
  - 3. Contractor shall execute chalk artwork from 11:00 a.m. to 5:00 p.m. on June 27 and 28, 2026.
- B. Contractor shall arrive, set-up and prepare workspace between the hours of 10:00 a.m. and 11:00 a.m. on June 27 and 28, 2026.
- C. Contractor shall clean-up and vacate the workspace between 5:00 p.m. and 6:00 p.m. on June 27 and 28, 2026.

**III. DISTRICT RESPONSIBILITIES**

- A. District shall provide one (1) approximate 8-foot by 8-foot plywood "tableau" to which Contractor will apply chalk artwork.
- B. District shall provide stanchions to cordon off a perimeter around the art tableau.
- C. District shall provide up to one (1) admission and one (1) parking credential each day of artwork execution.
- D. Contractor shall provide \$40.00 in food vouchers each day of artwork execution.

**EXHIBIT A**  
**SCOPE OF WORK**

Monica Ramos Thaller  
Agreement Number: 26-1200  
Page 2 of 23

- E. District shall provide Special Event Liability Insurance for each day of artwork execution.
- F. District shall display Contractor's finished chalk art in front of the east grandstand area, or as space allows, from completion of the artwork until closing day of the SDCF.
- G. District shall display Contractor's finished chalk art in front of the east grandstand area, or as space allows, from completion of the artwork until closing day of the SDCF.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1201

GL ACCOUNT NUMBER

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Meg Beverly Canilang

2. The term of this Agreement is:

START DATE

06/20/2026

THROUGH END DATE

06/21/2026

3. The maximum amount of this Agreement is:

\$400.00

Four Hundred Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (GTC 02/2025)	4 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22
Exhibit H	Copyright Infringement Indemnification	23

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Meg Beverly Canilang

CONTRACTOR BUSINESS ADDRESS

819 D Avenue, Unit 314

CITY

National City

STATE

CA

ZIP

91950

PRINTED NAME OF PERSON SIGNING

Meg Beverly Canilang

TITLE

Artist

CONTRACTOR AUTHORIZED SIGNATURE


  
Meg Beverly Canilang (Mar 27, 2026 17:53:50 PDT)

DATE SIGNED

03/27/2026

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE


  
Carlene Moore (Apr 2, 2026 17:30:36 PDT)

DATE SIGNED

04/02/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Meg Beverly Canilang, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall create chalk artwork live on-site at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>		<b>Contractor</b>	
Name:	Judith Toepel, Manager Agriculture and Education	Name:	Meg Beverly Canilang, Artist
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	819 D Avenue, Unit 314 National City, California 91950
Phone:	(858) 308-2216	Phone:	(619) 274-0186
Email:	<a href="mailto:jtoepel@sdfair.com">jtoepel@sdfair.com</a>	Email:	<a href="mailto:megbeverly.canilang@gmail.com">megbeverly.canilang@gmail.com</a>

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

**II. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall create an original chalk artwork live on-site, including initial sketching, color application, blending and detailing, while SDCF attendees observe. The work is temporary in nature and will become property of the District upon completion.
  - 1. Contractor shall execute one (1) approximate 8-foot by 8-foot chalk artwork reflective of the SDCF theme "Once Upon A Fair".
  - 2. Contractor shall provide chalk medium required to execute one (1) approximate 8-foot by 8-foot chalk artwork.
  - 3. Contractor shall execute chalk artwork from 11:00 a.m. to 5:00 p.m. on June 20 and 21, 2026.
  - 4. Contractor may provide up to two (2) additional artists in creation of chalk artwork.
    - a. Antonio Canilang
    - b. Rouelyn Canilang
- B. Contractor shall arrive, set-up and prepare workspace between the hours of 10:00 a.m. and 11:00 a.m. on June 20 and 21, 2026.
- C. Contractor shall clean-up and vacate the workspace between 5:00 p.m. and 6:00 p.m. on June 20 and 21, 2026.



**EXHIBIT A  
SCOPE OF WORK**

**III. DISTRICT RESPONSIBILITIES**

- A. District shall provide one (1) approximate 8-foot by 8-foot plywood “tableau” to which Contractor will apply chalk artwork.
- B. District shall provide stanchions to cordon off a perimeter around the art tableau.
- C. District shall provide up to three (3) admission and one (1) parking credential each day to Contractor. Number of credentials offered by District shall be non-negotiable.
- D. Contractor shall provide \$40.00 in food vouchers each day of artwork execution, per participant, up to \$120.00 per day.
- E. District shall provide Special Event Liability Insurance for each day of artwork execution.
- F. District shall display Contractor’s finished chalk art in front of the east grandstand area, or as space allows, from completion of the artwork until closing day of the SDCF.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1202

GL ACCOUNT NUMBER

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Katie Bush

2. The term of this Agreement is:

START DATE

06/20/2026

THROUGH END DATE

06/21/2026

3. The maximum amount of this Agreement is:

\$400.00

Four Hundred Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (GTC 02/2025)	4 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22
Exhibit H	Copyright Infringement Indemnification	23

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Katie Bush

CONTRACTOR BUSINESS ADDRESS

3638 Via Bernardo

CITY

Oceanside

STATE

CA

ZIP

92056

PRINTED NAME OF PERSON SIGNING

Katie Bush

TITLE

Artist

CONTRACTOR AUTHORIZED SIGNATURE

*Katie Bush*

DATE SIGNED

03/24/2026

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Carlene Moore*

DATE SIGNED

03/26/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Katie Bush, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall create chalk artwork live on-site at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>	<b>Contractor</b>
Name: Judith Toepel, Manager Agriculture and Education	Name: Katie Bush, Artist
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: 3638 Via Bernardo Oceanside, California 92056
Phone: (858) 308-2216	Phone: (770) 366-1891
Email: <a href="mailto:jtoepel@sdfair.com">jtoepel@sdfair.com</a>	Email: <a href="mailto:artkatie@gmail.com">artkatie@gmail.com</a>

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

**II. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall create an original chalk artwork live on-site, including initial sketching, color application, blending and detailing, while SDCF attendees observe. The work is temporary in nature and will become property of the District upon completion.
  - 1. Contractor shall execute one (1) approximate 8-foot by 8-foot chalk artwork reflective of the SDCF theme "Once Upon A Fair".
  - 2. Contractor shall provide chalk medium required to execute one (1) approximate 8-foot by 8-foot chalk artwork.
  - 3. Contractor shall execute chalk artwork from 11:00 a.m. to 5:00 p.m. on June 20 and 21, 2026.
- B. Contractor shall arrive, set-up and prepare workspace between the hours of 10:00 a.m. and 11:00 a.m. on June 20 and 21, 2026.
- C. Contractor shall clean-up and vacate the workspace between 5:00 p.m. and 6:00 p.m. on June 20 and 21, 2026.

**III. DISTRICT RESPONSIBILITIES**

- A. District shall provide one (1) approximate 8-foot by 8-foot plywood "tableau" to which Contractor will apply chalk artwork.
- B. District shall provide stanchions to cordon off a perimeter around the art tableau.
- C. District shall provide up to one (1) admission and one (1) parking credential each day to Contractor. Number of credentials offered by District shall be non-negotiable.

**EXHIBIT A**  
**SCOPE OF WORK**

- D. Contractor shall provide \$40.00 in food vouchers each day of artwork execution.
- E. District shall provide Special Event Liability Insurance for each day of artwork execution.
- F. District shall display Contractor's finished chalk art in front of the east grandstand area, or as space allows, from completion of the artwork until closing day of the SDCF.



**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1203

GL ACCOUNT NUMBER

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Cecelia Linayao Fine Art

2. The term of this Agreement is:

START DATE

06/20/2026

THROUGH END DATE

06/21/2026

3. The maximum amount of this Agreement is:

\$400.00

Four Hundred Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (GTC 02/2025)	4 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22
Exhibit H	Copyright Infringement Indemnification	23

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Cecelia Linayao Fine Art

CONTRACTOR BUSINESS ADDRESS

5694 Mission Center Road, #235

CITY

San Diego

STATE

CA

ZIP

92108

PRINTED NAME OF PERSON SIGNING

Cecelia Linayao

TITLE

Artist

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

03/23/2026

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



Carlene Moore (Mar 26, 2026 09:58:05 PDT)

DATE SIGNED

03/26/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Cecelia Linayao Fine Art, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall create chalk artwork live on-site at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>	<b>Contractor</b>
Name: Judith Toepel, Manager Agriculture and Education	Name: Cecelia Linayao, Artist
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: 5694 Mission Center Road, #235 Lake Forest, California 92630
Phone: (858) 308-2216	Phone: (619) 993-2089
Email: <a href="mailto:jtoepel@sdfair.com">jtoepel@sdfair.com</a>	Email: <a href="mailto:cecelia.linayao@gmail.com">cecelia.linayao@gmail.com</a>

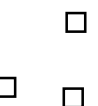
Parties may change their Project Representative upon providing ten (10) business days' written notice to the other party. Said changes shall not require an Amendment to this Agreement.

**II. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall create an original chalk artwork live on-site, including initial sketching, color application, blending and detailing, while SDCF attendees observe. The work is temporary in nature and will become property of the District upon completion.
  - 1. Contractor shall execute one (1) approximate 8-foot by 8-foot chalk artwork reflective of the SDCF theme "Once Upon A Fair".
  - 2. Contractor shall provide chalk medium required to execute one (1) approximate 8-foot by 8-foot chalk artwork.
  - 3. Contractor shall execute chalk artwork from 11:00 a.m. to 5:00 p.m. on June 20 and 21, 2026.
- B. Contractor shall arrive, set-up and prepare workspace between the hours of 10:00 a.m. and 11:00 a.m. on June 20 and 21, 2026.
- C. Contractor shall clean-up and vacate the workspace between 5:00 p.m. and 6:00 p.m. on June 20 and 21, 2026.

**III. DISTRICT RESPONSIBILITIES**

- A. District shall provide one (1) approximate 8-foot by 8-foot plywood "tableau" to which Contractor will apply chalk artwork.
- B. District shall provide stanchions to cordon off a perimeter around the art tableau.
- C. District shall provide up to one (1) admission and one (1) parking credential each day of artwork execution.



**EXHIBIT A**  
**SCOPE OF WORK**

- D. Contractor shall provide \$40.00 in food vouchers each day of artwork execution.
- E. District shall display Contractor's finished chalk art in front of the east grandstand area, or as space allows, from completion of the artwork until closing day of the SDCF.



**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1204

GL ACCOUNT NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Brianna Cunha

2. The term of this Agreement is:

START DATE

06/27/2026

THROUGH END DATE

06/28/2026

3. The maximum amount of this Agreement is:

\$400.00

Four Hundred Dollars

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

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

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Brianna Cunha

CONTRACTOR BUSINESS ADDRESS

25031 Trailview Terrace

CITY

Lake Forest

STATE

CA

ZIP

92630

PRINTED NAME OF PERSON SIGNING

Brianna Cunha

TITLE

Artist

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Brianna Cunha, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide chalk mural demonstrations at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>	<b>Contractor</b>
Name: Judith Toepel, Manager Agriculture and Education	Name: Brianna Cunha, Artist
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: 25031 Trailview Terrace Lake Forest, California 92630
Phone: (858) 308-2216	Phone: (949) 291-2892
Email: <a href="mailto:jtoepel@sdfair.com">jtoepel@sdfair.com</a>	Email: <a href="mailto:brianna_cunha@yahoo.com">brianna_cunha@yahoo.com</a>

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

**II. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall provide chalk mural demonstrations for Fine Arts in the Garden Show area, at the SDCF, June 27 and 28, 2026.
  - 1. Contractor shall provide chalk for demonstrations.
  - 2. Contractor shall create one (1) chalk mural each day to coincide with the SDCF theme "Once Upon A Fair".
  - 3. Contractor shall provide chalk mural demonstrations from 10:00 a.m. to 5:00 p.m. on June 27 and 28, 2026.
- B. Contractor shall set-up booth space each day between the hours of 9:00 a.m. and 10:00 a.m.
- C. Contractor shall teardown booth space each day at 5:00 p.m. on June 27 and 28, 2026.

**III. DISTRICT RESPONSIBILITIES**

- A. District shall provide one (1) 10-foot by 10-foot space in the Garden Show for Contractor to utilize on demonstration days.
- B. District shall provide tables and folding chairs in booth for Contractor use.
- C. District shall provide boards to Contractor for chalk art.
- D. District shall provide up to one (1) admission and one (1) parking credential each day to Contractor. Number of credentials offered by District shall be non-negotiable.

**EXHIBIT A**  
**SCOPE OF WORK**

Brianna Cunha  
Agreement Number: 26-1204  
Page 2 of 23

- E. Contractor shall provide one (1) meal ticket for each day Contractor demonstrates.
- F. District shall display Contractor's finished chalk art in front of the east grandstand area.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1205

GL ACCOUNT NUMBER

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Lori Antoinette

2. The term of this Agreement is:

START DATE

06/27/2026

THROUGH END DATE

06/28/2026

3. The maximum amount of this Agreement is:

\$400.00

Four Hundred Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (GTC 02/2025)	4 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22
Exhibit H	Copyright Infringement Indemnification	23

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Lori Antoinette

CONTRACTOR BUSINESS ADDRESS

5717 Monterey Place

CITY

Palmdale

STATE

CA

ZIP

93552

PRINTED NAME OF PERSON SIGNING

Lori Antoinette

TITLE

Artist

CONTRACTOR AUTHORIZED SIGNATURE


  
Lori Antoinette (Mar 21, 2026 11:25:45 PDT)

DATE SIGNED

03/21/2026

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE


  
Carlene Moore (Mar 26, 2026 09:56:50 PDT)

DATE SIGNED

03/26/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Lori Antoinette, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall create chalk artwork live on-site at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>		<b>Contractor</b>	
Name:	Judith Toepel, Manager Agriculture and Education	Name:	Lori Antoinette, Artist
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	5717 Monterey Place Palmdale, California 93552
Phone:	(858) 308-2216	Phone:	(310) 242-0158
Email:	<a href="mailto:jtoepel@sdfair.com">jtoepel@sdfair.com</a>	Email:	<a href="mailto:lantart@gmail.com">lantart@gmail.com</a>

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

**II. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall create an original chalk artwork live on-site, including initial sketching, color application, blending and detailing, while SDCF attendees observe. The work is temporary in nature and will become property of the District upon completion.
  - 1. Contractor shall execute one (1) approximate 8-foot by 8-foot chalk artwork reflective of the SDCF theme "Once Upon A Fair".
  - 2. Contractor shall provide chalk medium required to execute one (1) approximate 8-foot by 8-foot chalk artwork.
  - 3. Contractor shall execute chalk artwork from 11:00 a.m. to 5:00 p.m. on June 27 and 28, 2026.
- B. Contractor shall arrive, set-up and prepare workspace between the hours of 10:00 a.m. and 11:00 a.m. on June 27 and 28, 2026.
- C. Contractor shall clean-up and vacate the workspace between 5:00 p.m. and 6:00 p.m. on June 27 and 28, 2026.

**III. DISTRICT RESPONSIBILITIES**

- A. District shall provide one (1) approximate 8-foot by 8-foot plywood "tableau" to which Contractor will apply chalk artwork.
- B. District shall provide stanchions to cordon off a perimeter around the art tableau.
- C. District shall provide up to one (1) admission and one (1) parking credential each day of artwork execution.



**EXHIBIT A**  
**SCOPE OF WORK**

Lori Antoinette  
Agreement Number: 26-1205  
Page 2 of 23

- D. Contractor shall provide \$40.00 in food vouchers each day of artwork execution.
- E. District shall display Contractor's finished chalk art in front of the east grandstand area, or as space allows, from completion of the artwork until closing day of the SDCF.



**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1206

GL ACCOUNT NUMBER

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Get Fresh Communications, Inc.

2. The term of this Agreement is:

START DATE

March 25, 2026

THROUGH END DATE

July 31, 2026

3. The maximum amount of this Agreement is:

\$30,000.00 Thirty Thousand Dollars

Inclusive of \$25,000.00 Guaranteed + Up To \$5,000.00 Incentive

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

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

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Get Fresh Communications, Inc.

CONTRACTOR BUSINESS ADDRESS

11230 Gold Express Drive, Suite 310-171

CITY

Gold River

STATE

CA

ZIP

95670

PRINTED NAME OF PERSON SIGNING

Michael R. Marks

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

*Michael Marks*

Michael Marks (Mar 19, 2026 15:09:51 PDT)

DATE SIGNED

03/19/2026

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*Carlene Moore*

Carlene Moore (Mar 19, 2026 17:34:59 PDT)

DATE SIGNED

03/19/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A**  
**SCOPE OF WORK**

**A. SERVICES OVERVIEW**

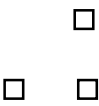
1. Get Fresh Communications, Inc., hereinafter referred to as “Contractor”, shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, with services provided herein.
2. Contractor shall emcee food events, provide fresh produce demonstrations daily, and assist District in securing produce vendors, chefs, and/or community groups for stage performances.
3. Services shall be performed both remotely and onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
4. The project representatives during the term of this Agreement will be:

<b>District</b>	<b>Contractor</b>
Name: Mary Martineau, Agriculture Programs Supervisor	Name: Michael Marks, Chief Executive Officer
Address: 2260 Jimmy Durante Boulevard Del Mar, California 92014	Address: 11230 Gold Express Drive, Suite 310-171 Gold River, California 95670
Phone: (858) 792-4247	Phone: (916) 825-5657
Email: <a href="mailto:mmartineau@sdfair.com">mmartineau@sdfair.com</a>	Email: <a href="mailto:ypm2000@pacbell.net">ypm2000@pacbell.net</a>

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

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

1. Contractor shall be onsite each day of the San Diego County Fair (SDCF), June 10 through July 5, 2026, during operating hours of the Farm 2 U culinary demonstration stage.
  - a. Contractor shall emcee all events and demonstrations in the Farm 2 U Building, for the Agriculture, Arts and Education department.
    - i. Stage programming each day between the hours of 11:00 a.m. and 7:30 p.m.
    - ii. Two awards ceremonies, each at 7:00 p.m. on June 12 and June 17, 2026.
  - b. Contractor will submit any deviation from this schedule to the Agriculture Programs Supervisor, in writing no less than five (5) days prior to the change.
2. Contractor shall provide fresh produce demonstrations, on stage in the Farm 2 U Building, daily and/or as needed.
  - a. Contractor shall provide a list of vegetables required for produce demonstrations to the District, a minimum of two (2) days prior to each demonstration.
3. Contractor shall perform daily talks geared towards children up to eighteen (18) years of age, in the Farm 2 U Building, at a location designated by the District.



**EXHIBIT A**  
**SCOPE OF WORK**

4. Contractor shall assist District in securing up to twenty (20) produce vendors, chefs, and/or community groups, to participate in stage performances, as requested by District.
  - a. Contractor shall be compensated up to TWO HUNDRED FIFTY DOLLARS (\$250.00) for each produce vendor, chef and/or community group secured by Contractor, for a total amount not to exceed FIVE THOUSAND DOLLARS (\$5,000.00).
  - b. Contractor agrees that District shall only be responsible for paying compensated amount of up to TWO HUNDRED FIFTY DOLLARS (\$250.00) for a produce vendor, chef, and/or community group that appears and completes, at minimum, one (1) stage performance at the SDCF.
  - c. Contractor agrees that District shall not be responsible for paying compensation for a produce vendor, chef, and/or community group secured by Contractor that does not successfully complete at least one (1) stage performance.
5. Contractor shall work with the District's Marketing Department to promote the Farm 2 U demonstration stage programming.
6. Contractor shall arrange travel and lodging at no additional cost to the District.
7. Contractor shall be required to attend meetings, at a time agreed upon by District and Contractor, prior to the start of the SDCF.
  - a. Meetings shall be held via conference call, Microsoft Teams or similar.
  - b. Meetings will be used for reviewing educational goals and for planning purposes for the 2026 SDCF.

**C. DISTRICT RESPONSIBILITIES**

1. District shall provide the equipment necessary for Contractor to perform emcee services on the Farm 2 U Stage.
2. District shall provide one (1) admission and one (1) parking credential each day to Contractor. Number of credentials offered by District shall be non-negotiable.
3. District shall compensate Contractor in an amount up to TWO HUNDRED FIFTY DOLLARS (\$250.00) for each produce vendor, chef and/or community group secured by Contractor, who successfully completes at least one (1) performance, for a total amount not to exceed FIVE THOUSAND DOLLARS (\$5,000.00).

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1207

GL ACCOUNT NUMBER

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

PISANO Artistry, LLC

2. The term of this Agreement is:

START DATE

06/07/2026

THROUGH END DATE

07/07/2026

3. The maximum amount of this Agreement is:

\$10,000.00

Ten Thousand Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (GTC 02/2025)	4 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22
Exhibit H	Copyright Infringement Indemnification	23

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

PISANO Artistry, LLC

CONTRACTOR BUSINESS ADDRESS

2820 Roosevelt Road, Suite 102

CITY

San Diego

STATE

CA

ZIP

92106

PRINTED NAME OF PERSON SIGNING

Joseph Pisano

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE


  
JOSEPH PISANO (Mar 30, 2025 14:56:47 PDT)

DATE SIGNED

03/30/2026

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE


  
Carlene Moore (Apr 2, 2025 17:31:58 PDT)

DATE SIGNED

04/02/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. PISANO Artistry, LLC, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall create an original mixed media artwork live on-site at the 2026 San Diego County Fair (SDCF).
- C. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>		<b>Contractor</b>	
Name:	Judith Toepel, Manager Agriculture and Education	Name:	Joseph Pisano, Owner
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	2820 Roosevelt Road, Suite 102 San Diego, California 92106
Phone:	(858) 308-2216	Phone:	(619) 962-4835
Email:	<a href="mailto:jtoepel@sdfair.com">jtoepel@sdfair.com</a>	Email:	<a href="mailto:gojoenavy1999@gmail.com">gojoenavy1999@gmail.com</a>

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

**II. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall create an original mixed media artwork live on-site, including assembly of media, while SDCF visitors observe.
  - 1. Contractor shall execute one (1) approximate 18-foot by 8-foot mixed media artwork reflective the theme "Lady Liberty".
  - 2. Contractor shall provide all materials required to execute one (1) approximate 18-foot by 8-foot mixed media artwork, delivered to the workspace no later than June 7, 2026.
  - 3. Contractor shall execute artwork on operating days of the SDCF, June 10 through July 5, 2026 (closed Mondays and Tuesdays) at the following times:
    - a. Wednesdays through Fridays – 7:00 p.m. to 10:00 p.m.
    - b. Saturdays and Sundays – 12:00 p.m. to 8:00 p.m.
- B. Contractor may arrive to the workspace up to one (1) hour prior to starting work and leave the workspace up to thirty (30) minutes after the scheduled project time concludes.
- C. Contractor shall leave a clean workspace, free of supplies or debris, at the end of each scheduled project time.
- D. Contractor shall remove the artwork on July 7, 2026, between the hours of 8:00 a.m. and 5:00 p.m.
- E. Contractor shall provide a letter writing activity for SDCF visitors during each scheduled project time.
- F. Contractor may distribute marketing materials such as flyers and business cards,

**EXHIBIT A**  
**SCOPE OF WORK**

pre-approved by the District, during each scheduled project period.

**III. DISTRICT RESPONSIBILITIES**

- A. District agrees completed artwork shall become property of Contractor.
- B. District shall provide one (1) approximately 20-foot by 20-foot workspace in an exhibit area with historically high foot traffic.
- C. District shall provide stanchions to cordon off a perimeter around the workspace.
- D. District shall provide power for battery charging.
- E. District shall provide one (1) table with table covering for Contractor's letter writing activity.
- F. District shall provide access to Contractor's workspace for load-in and load-out of art materials.
- G. District shall provide up to Contractor one (1) admission and one (1) parking credential each day of artwork execution.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1208

GL ACCOUNT NUMBER

600100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

San Diego County Vintners Association

2. The term of this Agreement is:

START DATE

May 20, 2026

THROUGH END DATE

July 31, 2026

3. The maximum amount of this Agreement is:

\$2650.00 Dollars

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

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

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

San Diego County Vintners Association

CONTRACTOR BUSINESS ADDRESS

P.O. Box 342

CITY

Ramona

STATE

CA

ZIP

92065

PRINTED NAME OF PERSON SIGNING

Stephen Kahle

TITLE

Education Chair

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A**  
**SCOPE OF WORK**

**A. SERVICES OVERVIEW**

1. San Diego County Vintners Association, hereinafter referred to as “Contractor”, shall provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as “District”, with services provided herein.
2. Contractor shall provide labor to set-up and maintain vineyard display, including set-up of educational display, for the 2026 San Diego County Fair (SDCF)
3. Services shall be performed onsite at the District, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014.
4. The project representatives during the term of this Agreement will be:

<b>District</b>		<b>Contractor</b>	
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Stephen Kahle, Education Chair
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	P.O. Box 342 Ramona, California 92065
Phone:	(858) 792-4247	Phone:	(760) 803-4845
Email:	<a href="mailto:mmartineau@sdfair.com">mmartineau@sdfair.com</a>	Email:	<a href="mailto:steve@woofnrose.com">steve@woofnrose.com</a>

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

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

1. Contractor shall be responsible for maintenance of vineyard plots at the 2026 SDCF, at the direction of District Management.
2. Contractor shall set-up one (1) educational vineyard display at a location designated by the District.
3. Contractor shall furnish all necessary labor, equipment and tools to maintain vineyard plots.
4. Contractor shall perform maintenance on a schedule as agreed upon by both the District and Contractor.
  - a. Contractor shall conduct maintenance in a manner that maintains the overall health and vitality of the vines, while preserving the aesthetics of each plot.
  - b. Contractor shall preserve the neat, safe and visually appropriate appearance of each plot.
  - c. Contractor shall perform seasonal vineyard practices, including pruning at appropriate horticultural times and in accordance with generally accepted viticultural standards.
5. Contractor agrees District reserves the right, in its sole discretion, to modify any dates, timelines or schedules set forth in this Agreement by written notice to Contractor.

**EXHIBIT A**  
**SCOPE OF WORK**

- a. Contractor shall comply with any and all modifications made to the schedule by District.
  - b. Contractor agrees District shall provide written notice of schedule modification, at minimum, seven (7) calendar days prior to the date that such modification shall become effective.
6. Contractor shall provide exhibit signage in vineyard areas as approved by the District.
- a. Contractor provided signage shall relate with the SDCF theme, "Once Upon A Fair" as well as include educational signage on the history of development of the American and California wine industries, specifically San Diego County.
  - b. Contractor may include Contractor's business name, logo and/or promotional content on any signage provided under this Agreement, subject to District approval.
7. Contractor shall complete, at minimum, two (2) Garden Show Stage presentations throughout the duration of the 2026 SDCF.
8. Contractor shall have, at minimum, one (1) representative as the point person who can respond to requests and needs of the District, as needed.

**C. DISTRICT RESPONSIBILITIES**

1. District shall provide location to install vineyard plots and educational display.
2. District shall provide a maintenance schedule to Contractor for vineyard plots.
3. District shall provide notice to Contractor of schedule modification at least seven (7) calendar days prior to such modification becoming effective.
4. District shall allow Contractor to advertise on signage provided by Contractor, with approval of District.
5. District shall provide a pre-determined number of badges, admission credentials, and parking passes to the Contractor, as deemed appropriate by the District, and based on staffing list submitted by Contractor. Number of badges and/or credentials provided by the District shall be non-negotiable.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1209

GL ACCOUNT NUMBER (If Applicable)

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Southern California Horseman's Council

2. The term of this Agreement is:

START DATE

June 6, 2026

THROUGH END DATE

July 3, 2026

3. The maximum amount of this Agreement is:

\$43,300.00

Forty Three Thousand Three Hundred Dollars

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

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

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Southern California Horseman's Council

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1064

CITY

Bonsall

STATE

CA

ZIP

92003

PRINTED NAME OF PERSON SIGNING

Lance Bennett

TITLE

Partner

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

03/24/2026

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

03/26/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A**  
**SCOPE OF WORK**

**I. SERVICES OVERVIEW**

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

<b>District</b>		<b>Contractor</b>	
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Lance Bennett, Partner
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	P.O. Box 1064 Bonsall, California 92003
Phone:	(858) 792-4247	Phone:	(760) 525-8933
Email:	<a href="mailto:mmartineau@sdfair.com">mmartineau@sdfair.com</a>	Email:	<a href="mailto:ranchovista@sbcglobal.net">ranchovista@sbcglobal.net</a>

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

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

- A. Contractor shall produce a horse exhibition in the San Diego Arena, at the 2026 San Diego County Fair (SDCF).
- B. Contractor shall provide all equipment and staff necessary for a turnkey event, including but not limited to riders, trainers, horse food and horses.
- C. Contractor shall produce and execute hourly presentations Wednesdays through Sundays, from June 10 through July 3, 2026, between the hours of 12:00 p.m. and 7:00 p.m.
  - a. Contractor agrees that each presentation will begin at the top of the hour.
- D. Contractor shall present a variety of breed displays and different horse-riding exhibits/talks to the public each week of the SDCF.

**III. DISTRICT OVERSIGHT**

- A. District shall provide an area for Contractor's performances.
- B. District shall provide the following for housing Contractor's horses:
  - 1) Quantity 11: Stables
  - 2) Quantity 1: Round Ring
  - 3) Quantity 8: Rubber Mats
  - 4) Quantity 8: Fifty (50)-Gallon Trash Cans
  - 5) Quantity 2: Wheelbarrows
  - 6) Quantity 2: Green Coffin Boxes

- C. District shall provide dead storage in an area to be determined, as close to the W Barn as possible.

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1210

GL ACCOUNT NUMBER

540-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Ramona Valley Olive Oil

2. The term of this Agreement is:

START DATE

06/08/2026

THROUGH END DATE

07/07/2026

3. The maximum amount of this Agreement is:

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

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

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

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Ramona Valley Olive Oil

CONTRACTOR BUSINESS ADDRESS

2007 Jack N Jill Lane

CITY

Ramona

STATE

CA

ZIP

92065

PRINTED NAME OF PERSON SIGNING

Andrew or Rita Crain

TITLE

Owners

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**I. SERVICES OVERVIEW**

- A. Ramona Valley Olive Oil, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall provide an olive oil display and olive oil sale items in the Farm 2 U exhibit.
- C. Contractor may provide olive oil tastings to District patrons in the Farm 2 U exhibit.
- D. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>		<b>Contractor</b>	
Name:	Mary Martineau, Agriculture Programs Supervisor	Name:	Andrew and Rita Crain, Owners
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	2007 Jack N Jill Lane Ramona, California 92065
Phone:	(858) 792-4247	Phone:	(858) 231-0599
Email:	<a href="mailto:mmartineau@sdfair.com">mmartineau@sdfair.com</a>	Email:	<a href="mailto:ramonavalleyoliveoil@gmail.com">ramonavalleyoliveoil@gmail.com</a>

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

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

- A. Contractor shall provide an olive oil display in the Farm 2 U exhibit, at the 2026 San Diego County Fair (SDCF).
  - 1. Contractor shall staff the booth Wednesdays through Sundays, 11:00 a.m. through 7:00 p.m., at minimum.
- B. Contractor shall deliver and complete set-up of booth no later than June 10, 2026 at 1:00 p.m.
- C. Contractor shall teardown and remove equipment from District property between the hours of 7:00 a.m. and 10:00 a.m. on July 7, 2026.
- D. Contractor may provide olive oil tastings to District patrons, as agreed upon by the District.
  - 1. Contractor may utilize District's commercial kitchen to prepare bread for tastings.
  - 2. Contractor shall obtain the necessary food permits from the County of San Diego Environmental Health and Quality department at the sole expense of the Contractor.
- E. Contractor is authorized to sell exhibit-related materials that are pre-approved by the District, including olive oil bottle/sets, olive-oil based skincare and dipping bowls.
  - 1. Contractor shall provide own point of sale system.
  - 2. Contractor agrees that all sales shall take place within the confines of the Contractor's exhibit booth and shall not take place anywhere else in the Farm 2 U exhibit or on the District's grounds.

**EXHIBIT A**  
**SCOPE OF WORK**

3. Contractor agrees the District has the right to audit and/or monitor sales, as well as access the premises, at any time with or without notice.
  4. Contractor agrees that selling, advertising or distributing any product, service or printed material without prior authorization of the District is strictly prohibited.
  5. Contractor shall not heckle District patrons to draw patrons in or to obtain sales.
  6. Contractor acknowledges that District is providing overnight storage for merchandise as an act of cooperativeness.
    - a. Contractor shall be solely responsible for the safety and security of merchandise.
    - b. Contractor shall store merchandise at Contractor's own risk and not hold the District responsible or liable for the loss of any or all merchandise.
  7. Contractor shall follow all applicable state, federal and local laws regarding the sale of merchandise, including but not limited to a valid seller's permit, valid business license and collection and payment of applicable taxes.
- G. Contractor staff and/or volunteers shall maintain a professional appearance at all times and wear Contractor provided uniform or badge to identify each individual as a representative of Contractor.
- H. Contractor shall compensate District in the amount of FIFTY DOLLARS (\$50.00) each day of the SDCF, with a total compensation amount of ONE THOUSAND DOLLARS (\$1,000.00).

**III. DISTRICT RESPONSIBILITIES**

- A. District shall provide one (1) space no less than 10-feet by 10-feet for demonstration and exhibit purposes in the Farm to U exhibit.
- B. District shall provide tables and chairs to be used in Contractor's booth.
- C. District shall allow pre-approved items to be sold by Contractor. Contractor shall be entitled to all proceeds from the sale of the items.
- D. District shall provide one (1) storage space for overnight storage of Contractor's merchandise and one (1) climate-controlled area for the storage of olive oil.
- E. District shall allow access to District's commercial kitchen to enable bread preparation for olive oil tastings.
- F. District shall provide necessary badges and/or credentials to the Contractor.
  1. Contractor shall provide staffing list to District no later than June 8, 2026, for the entire run of the SDCF.
  2. District shall issue parking and admissions credentials for Contractor staff and/or volunteers in a pre-determined amount set by the District. Number of credentials offered by District shall be non-negotiable.
  3. District shall provide delivery passes to Contractor for days the SDCF is dark

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-1211

GL ACCOUNT NUMBER

545-100-60

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

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTOR NAME

Canin Coatings, Inc.

2. The term of this Agreement is:

START DATE

04/01/2026

THROUGH END DATE

05/31/2026

3. The maximum amount of this Agreement is:

\$3,000.00

Three Thousand Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1 – 2
Exhibit B	Budget Detail and Payment Provisions	3 – 4
Exhibit C	General Terms and Conditions (GTC 02/2025)	5 – 8
Exhibit D	Contractor Certification Clauses (CCC 04/2017)	9 – 12
Exhibit E	Special Terms & Conditions	13 – 17
Exhibit F	Insurance Requirements	18 – 21
Exhibit G	Preventing Storm Water Pollution	22

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Canin Coatings, Inc.

CONTRACTOR BUSINESS ADDRESS

7860 Mission Center Court, Suite 107

CITY

San Diego

STATE

CA

ZIP

92108

PRINTED NAME OF PERSON SIGNING

David Canin

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

03/30/2026

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

22nd District Agricultural Association / Del Mar Fairgrounds

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

04/02/2026

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051.a. 1

**EXHIBIT A  
SCOPE OF WORK**

**I. SERVICES OVERVIEW**

- A. Canin Coatings, Inc., hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, hereinafter referred to as District, with services as described herein.
- B. Contractor shall install District-provided acoustical wall covering in the East Grandstand.
- C. The project representatives during the term of this Agreement will be:

<b>22<sup>nd</sup> District Agricultural Association</b>		<b>Contractor</b>	
Name:	Judith Toepel, Manager Agriculture and Education	Name:	David Canin, Chief Executive Officer
Address:	2260 Jimmy Durante Boulevard Del Mar, California 92014	Address:	7860 Mission Center Court, Suite 107 San Diego, California 92108
Phone:	(858) 308-2216	Phone:	(619) 985-4175
Email:	<a href="mailto:jtoepel@sdfair.com">jtoepel@sdfair.com</a>	Email:	<a href="mailto:david@canincoatings.com">david@canincoatings.com</a>

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

**II. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall install District-provided acoustic wall covering on the second floor of the East Grandstand.
  - 1. Contractor shall prepare and install acoustic phot wall, approximately 94-linear feet by 48-inches high, per Manufacturer Specifications (Attachment 1).
  - 2. Contractor shall apply adhesive glue per Manufacturer Specifications.

**III. DISTRICT RESPONSIBILITIES**

- A. District shall prepare wall substrate with two (2) coats of wallcovering primer.
- B. District shall provide access to work space during regular business hours, Monday through Friday 8:00 a.m. to 5:00 p.m.



## KOROSEAL ACOUSTICAL WALLCOVERINGS HANGING INSTRUCTIONS



### INSPECTION

Examine material prior to installation. Check to see that all rolls match one to the other. Before cutting, be sure the pattern and color are satisfactory. For best results, it is recommended that a qualified textile wallcovering installer be employed.

### SURFACE PREPARATION

For best results, clean and properly prepare all wall surfaces. Old wallcovering and paste residue should be removed. Walls must be clean, dry, and smooth.

Prepare surface with a premixed universal wallcovering primer. The primer should be tinted to the same color as the background color of your wallcovering to help hide seams. All wallcovering must be hung under permanent lighting.

NOTE: Install (3) strips, stop and inspect the installation. If the installation is not satisfactory by the customer, stop hanging and call your retailer for assistance. In the event of any issue, please quote the item and run number that is on the roll label.

### ADHESIVE

Heavy Duty, Clear, Non-Staining Adhesive. DO NOT DILUTE.

AVOID adhesive contacting the face of the wallcovering. Staining and discoloration can occur and CANNOT be repaired.

### INSTALLATION

1. Carefully inspect all rolls (rolls are shipped separately in heavy duty poly bags) and we will not be responsible for damage after goods are cut.
2. Material is designed to be dry hung (do not use a pasting machine).
3. Apply premixed, heavy-duty vinyl wallcovering adhesive directly to the wall and allow it to dry overnight.
4. IMPORTANT: Adhesive is ready mixed and should not be diluted. DO NOT APPLY PASTE TO THE BACK OF THE WALLCOVERING.
5. Once the first coat of wallcovering adhesive is completely dry, apply a second coat of undiluted adhesive to the wall and allow the adhesive to dry until it has a slight tack-ability to the touch.
6. Wallcovering should be hung straight up without alternating strips (All seams should be vertical, nap going the same way, and at least six inches away from the inside or outside of corners). For best results, apply full widths of material wherever possible. Headers and doors may cause shading.
7. Begin hanging by cutting the first wallcovering strip to the desired length, adding 2 inches for overlap onto ceiling and 2 inches for overlap onto base. Material is not factory trimmed – it is necessary for installer to cut a straight edge. All edges must be butt joined.
8. Continue to install a second and third strip following the same process as with the first strip. Inspect the three strips for color, uniformity, and proper application. Continue installation, stopping to inspect for product correctness and proper application every three strips. If a problem is detected after any three strips are applied, STOP WORK IMMEDIATELY and call Customer Service. (Shading is normal due to the lustrous needle-punch pile and should not be considered a defect).