



**21st DISTRICT AGRICULTURAL ASSOCIATION
BIG FRESNO FAIR**

1121 S. Chance Avenue, Fresno CA 93702 (559) 650-3247
Email: info@fresnofair.com Website: www.fresnofair.com

AGENDA

The Board of Directors of the 21st District Agricultural Association will be holding a regular monthly Fair Board meeting on
TUESDAY, JANUARY 27, 2026, at 12 Noon

The Big Fresno Fair - Fresno County Historical Museum, 2nd Floor.

Zoom Option - to participate follow this link.

<https://us02web.zoom.us/j/7339943574?pwd=STljOEYzaUF6Tzlnb09sVVFYaDM1dz09>

Meeting ID: 733 994 3574 - Password: 1121
One tap mobile
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MISSION STATEMENT

“TO PROVIDE QUALITY EXPERIENCES FOR THE COMMUNITY”
-CELEBRATE, EDUCATE AND HAVE FUN-

NOTE

Please be informed that any member of the public has a right and is invited to participate during this public meeting and may address the Board either during the “Public Comments” portion and/or during the discussion of any particular item listed on the agenda.

Items listed on this agenda may be considered in any order at the discretion of the Chair. All items so listed may be considered for action. Any item not listed on the agenda will not be discussed or considered by the Board.

AMERICANS WITH DISABILITIES ACT

Pursuant to the American with Disabilities Act, individuals who, because of a disability, need special assistance to attend or participate in any 21st District Agricultural Association Board meeting may request assistance at the Fair Office, 1121 S. Chance Ave., or by calling 559-650-3247, during normal business hours of 9:00 a.m. to 4:00 p.m. Monday through Thursday. Requests should be made one (1) week in advance whenever possible.

¹ Persons with disabilities who may require accommodation to attend the meeting are requested to contact the Fair office at (559) 650-3247.

² Questions regarding agenda items should be directed to the Fair office at (559) 650-3247.

³ Public notices required by Government Code – Section 11125(a) is available for viewing at www.fresnofair.com

The agenda for the regular meeting will consist of the following matters:

1. **CALL TO ORDER:**
2. **PLEDGE OF ALLEGIANCE:**
3. **INTRODUCTION OF STAFF AND GUESTS:**
4. **ROLL CALL OF DIRECTORS AND DECLARATION OF QUORUM:**
President Gary Chahil, Vice President Frank Flores, Secretary/Treasurer Jerry Pacheco, Linda Mae Balakian Hunsucker, Terry Gonsalves, Annalisa Perea, Chuck Riojas, and Larry Salinas.
5. **PRESENTATION OF 2026 OFFICERS:**
 - a. President
 - b. Vice-President
 - c. Secretary/Treasurer
6. **CLOSED SESSION:**

Pursuant to Government Code (GC) section 11126, the Board is authorized to meet in Closed Session for the purpose of considering matters involving:

 - a. Personnel Matters: - Govt. Code 11126(a)(1)
 - b. Pending Litigation: - Govt. code 11126(e)(2)
7. **REPORT OUT ON ACTION TAKEN DURING CLOSED SESSION:**
 - a. Disclosure of any action taken place during the Closed Session Meeting
8. **PUBLIC COMMENT:**

Public comment is a right granted to the public. It is reserved for items that are not listed on the agenda, but under this Board's jurisdiction. Please be informed that public participation under public comment will be limited to five (5) minutes per speaker and in accordance with state law, the Board will not comment on or otherwise consider such public comment item for business until and unless such item has been properly listed on the agenda at a future meeting.
9. **MINUTES:** *(Action by the Board)*
 - a. Approve Board Minutes:
 1. Regular Board Meeting 11/10/2025
10. **ACKNOWLEDGE CONSENT AGENDA:** (colored pages) Item #21 thru Item #43

11. PROGRAM REPORT: *(Informational)*

None

12. STAFF REPORT: *(Informational)*

- a. Report on Satellite Racing
- b. Report on Interim Events
- c. Report on Entertainment

13. COMMITTEE REPORTS: *(Action by the Board)*

- a. Finance Committee
 - Acknowledge Financial Reports from Price Paige & Company.

14. OLD BUSINESS: *(Informational/Action by the Board)*

15. NEW BUSINESS: *(Action by the Board)*

- a. Approval of the renewal option for The Hmong Inc. for the 2025 Hmong New Year Celebration with a daily rate of \$109,755 plus \$5,000.00 Improvement fund.
- b. Approve renewal option for Event Partnership LLC to provide sponsorship Sales and services for 2026.
- c. Approval of contract extension with Pardini Fair Venture
- d. Approval of contract extension with Nine13 Production
- e. Approval of Public Benefit Grant application for Electric Utility Golf Carts
- f. Discussion and Approval of Solar Energy Project

16. CORRESPONDENCE: *(Informational)*

- a. CDFA Lifts Statewide Ban on California Poultry and Dairy Cattle Exhibitions at Fairs and Shows
- b. Hazardous Contracts Letter #D2025-01
- c. DAA and Non-Profit Relationships Letter #D2026-01
- d. 2025 Form 700 Annual Filing Requirement Notification - Due April 1, 2026

17. MANAGER'S UPDATE: *(Informational)*

18. BOARD RECOMMENDATION FOR FUTURE AGENDA ITEMS:

19. FOR YOUR INFORMATION:

Next Board Meeting - February 24, 2026, 12 Noon

20. ADJOURNMENT:

Item # 21 thru Item # 23 **ACKNOWLEDGE THE FOLLOWING SERVICE AGREEMENTS FOR 2025 FAIR: EXPENSE AGREEMENTS**

| | | | | | |
|--------|----|--------|----------------------------|---|------------|
| Item # | 21 | 25-155 | 12/26/25 to 12/29/25 | Chou Vang Agress to assume the responsibilities as Operation Monitor for the 2025 Hmong New Year. | \$1,500.00 |
| Item # | 22 | 25-156 | 12/26/25 to 12/29/25 | Robert Rodriguez Agrees to assume the responsibilities as Operation Runner during the 2025 Hmong New Year. | \$1,000.00 |
| Item # | 23 | 25-157 | 12/26/25 to 12/29/25 | Felicia Antonio Agress to assist with the responsibilities as Operation Monitor for the 2025 Hmong New Year. | \$1,150.00 |

ACKNOWLEDGE THE FOLLOWING SPONSORSHIP AGREEMENT FOR 2026 FAIR: REVENUE AGREEMENTS

| | | | | | |
|--------|----|----------|----------------------------|--|------------|
| Item # | 24 | 26-903-S | 10/07/26 to 10/18/26 | The Caricature Store Agrees to be an Official Sponsor of the 2026 Big Fresno Fair. | \$6,000.00 |
|--------|----|----------|----------------------------|--|------------|

Item # 25 thru Item # 43 **ACKNOWLEDGE THE FOLLOWING RENTAL AGREEMENT FOR 2026: REVENUE AGREEMENTS**

| | | | | | |
|--------|----|---|-----------------------------|---|-------------|
| Item # | 25 | Ash City Simi Daniels | 1/1/2026 to 3/31/2026 | Roller Derby Practice Junior Exhibits Bldg. | \$1,500.00 |
| Item # | 26 | El Concilio De Fresno Eddie Varela | 3/15/2026 | Cesar Chavez Celebration Junior Exhibits Bldg. | \$3,760.00 |
| Item # | 27 | East Side Records William Walker | 5/9/2026 | Concert/Car Show Paul Paul Theater | \$11,862.00 |
| Item # | 28 | Gold Gulch Adventures Russ Crumpton | 2/28/2026 | History Education Table Mountain Rancheria Park | \$1,990.00 |

| | | | | | |
|--------|----|---|-----------------------------|---|-------------|
| Item # | 29 | Fresno County Superintendent of Schools Michelle Cantwell | 3/16/2026 - 3/19/2026 | Science Fair Commerce, Industrial Commerce | \$10,677.50 |
| Item # | 30 | J & D Meet Co. Alyce Murillo | 3/21/2026 | JD Foods Driver Fest Historical Museum | \$3,320.00 |
| Item # | 31 | Priscilla Chavez | 4/18/2026 | Quinceañera Table Mountain Rancheria Park | \$2,160.00 |
| Item # | 32 | Marylou Escoto | 6/27/2026 | Quinceañera Table Mountain Rancheria Park | \$2,855.00 |
| Item # | 33 | Greater California Society of Poultry Fanciers Alan Gallegos | 2/21/2026 | Poultry Show Junior Exhibits, Gem & Mineral | \$5,535.00 |
| Item # | 34 | La Feliz Guild Simi Daniels | 5/2/2026 | Kentucky Derby Party Track Infield | \$18,798.75 |
| Item # | 35 | Driving Dynamics Paula Lanouette | 2/2/2026 to 2/3/2026 | Driving School Carnival Lot | \$2,600.00 |
| Item # | 36 | Fresno Building Healthy Communities Sandra Celedon | 2/28/2026 | Fundraiser Luncheon Fresno County Historical Museum | \$3,474.50 |
| Item # | 37 | Central California Pigeon Club John Geiger | 11/7/2026 | Pigeon Show Greenhouse | \$1,260.00 |

| | | | | | |
|--------|----|--|------------|--|-------------|
| Item # | 38 | Southeast Fresno County Community Economic Development Jose Luis-Barraza | 3/11/2026 | Annual Luncheon Industrial Education | \$2,375.00 |
| Item # | 39 | Pinnacle Productions Group Tom Martinez | 4/18/2026 | Dinosaur Show Commerce Building | \$13,360.00 |
| Item # | 40 | Stellar Entertainment Group Kylee Shepperd | 6/27/2026 | Garden Bro's Nuclear Circus Maple Butler Lot | \$10,810.00 |
| Item # | 41 | Sun Maid Kennel Club Tim Sullivan | 5/2/2026 | Dog Show Agriculture, Commerce, Industrial Commerce, Historical Museum, Armory | \$37,250.00 |
| Item # | 42 | American Consumer Shows Maria Palumbo | 11/15/2026 | Bridal & Wedding Expo Agriculture Building | \$3,525.00 |
| Item # | 43 | Hauntmare Expo Steven Herbert | 6/20/2026 | Horror Convention Commerce, Agriculture, Industrial Education | \$21,770.00 |

**MINUTES
21ST DISTRICT AGRICULTURAL ASSOCIATION
BIG FRESNO FAIR
BOARD OF DIRECTORS' MEETING
November 10, 2025, 12:00 PM**

Please be informed that any member of the public has the right and is invited to participate during this public meeting and may address the Board either during the "Public Comments" portion and/or during the discussion of any item listed on the agenda. Public Comment is a right granted to the public. It is reserved for items not listed on the agenda but are under this Board's jurisdiction. Please be informed that public participation under Public Comment will be limited to five (5) minutes per speaker, and in accordance with state law, the Board will not comment on or otherwise consider such public comment item for business until and unless such item has been properly listed on the agenda at a future meeting.

Items listed on the agenda may be considered in any order at the discretion of the Chair. All items listed may be considered for action. Any item not listed on the agenda will not be discussed or considered by the Board.

The agenda for the regular meeting will consist of the following matters:

ITEM #1. CALL TO ORDER:

The meeting was called to order at 12:11 P.M. by President Gary Chahil.

ITEM #2. PLEDGE OF ALLEGIANCE:

Director Salinas opened the meeting by leading the Pledge of Allegiance.

ITEM #3. INTRODUCTION OF STAFF AND GUESTS:

President Chahil invited staff and guests to introduce themselves: Ronnie Mobley, Satellite Wagering; Danielle Griffin, Cohen Communications; Savannah Lutz, Project Coordinator; Taylor Collins, Interim Events; Stephanie Estrada, Box Office; Terri Collins, Danielle Sanders, Peggy Bissell, Steve Bissell from Livestock Department, Lori Clanton and Madison Strong with Price, Paige and Company; Willie Mattis and Ellis with Country Fair Cinnamon Rolls; Christopher Schick with Watch and Wager LLC. Via zoom George Schmidt, Stephanie Wedge with Bernal Park Racing, Sherry Cariglio and Tina Waters with Watch and Wager; Robin Clements with the California State Sire Stakes Committee; Brandi Gragg CDFA Senior Legal Counsel; Rose Scott Ramnerine.

ITEM #4. ROLL CALL OF DIRECTORS AND DECLARATION OF QUORUM:

CEO Christina Estrada called roll. Those in attendance were President Gary Chahil, Vice President Frank Flores, Director Chuck Riojas, Director Annalisa Perea and Director Larry Salinas. A quorum was declared. Secretary/Treasurer Jerry Pacheco, Directors Linda Mae Balakian Hunsucker, and Terry Gonsalves were excused absences.

ITEM #5. CLOSED SESSION:

Pursuant to Government Code (GC) section 11126, the Board is authorized to meet in Closed Session for the purpose of considering matters involving:

- a. Pending Litigation: - Govt. code 11126(e)(2)

ITEM #6. REPORT OUT ON ACTION TAKEN DURING CLOSED SESSION:

President Chahil stated no closed session items to discuss.

ITEM #7. PUBLIC COMMENT:

Steve Bissell commented on employee retention challenges and the 100-day employment limit policy, stating that current practices result in excessive training costs for new employees and are not labor-friendly.

ITEM #8. MINUTES: (Action by the Board)

- a. Approve Board Minutes:

- a. Regular Board Meeting 09/23/2025

MSP (Riojas - Perea) to approve the 09/23/2025 Board minutes.

Roll Call Vote:

| Director | Yes | No | Absent | Abstained |
|--------------------------|-----|----|--------|-----------|
| President Chahil | X | | | |
| Frank Flores | X | | | |
| Jerry Pacheco | | | X | |
| Linda Balakian Hunsucker | | | X | |
| Terry Gonsalves | | | X | |
| Annalisa Perea | X | | | |
| Chuck Riojas | X | | | |
| Larry Salinas | X | | | |

ITEM #9. ACKNOWLEDGE CONSENT AGENDA (COLORED PAGES) ITEM #20 THRU ITEM #78

MSP (Flores - Perea) to approve the Consent Agenda.

Roll Call Vote:

| Director | Yes | No | Absent | Abstained |
|--------------------------|-----|----|--------|-----------|
| President Chahil | X | | | |
| Frank Flores | X | | | |
| Jerry Pacheco | | | X | |
| Linda Balakian Hunsucker | | | X | |
| Terry Gonsalves | | | X | |
| Annalisa Perea | X | | | |
| Chuck Riojas | X | | | |
| Larry Salinas | X | | | |

President Cahil requested Board approval to move to Agenda Item 14(f) due to the early departure of Director Salinas.

ITEM #10. PROGRAM REPORT: (Informational)

President Cahil reported that there were no items to report.

ITEM #11. STAFF REPORT: (Informational)

a. Report on Satellite Racing/Breeders' Cup

Ronnie Mobly reported there was a notable attendance difference between November 5th, 2024 compared to November 5th of this year, which includes attendance from last year's 14 Days of Live Racing. Despite lower-than-expected attendance at the satellite wagering area during the Fair, the total handle increased to over \$1.2 million, up from last year. Mr. Mobly noted that the grandstand was full and that many new attendees showed interest in the satellite wagering, with some returning after the Fair. He reported that the Breeders' Cup weekend in early November saw slightly higher attendance and a handle increase of \$10,000 compared to last year. Since the last meeting, there were two notable wins, one for \$11,000 and one for \$9,000, with the \$11,000 win occurring during the Breeders' Cup.

b. Report on Interim Events

Taylor Collins reported the Home Show generated \$108,222 from parking and food sales, not including contracted rental amounts.

Mad Mountain Concession, the top-selling vendor, contributed significantly to the event experience. Parking revenue was up 59.84% and food sales increased 58%, with home show revenue up 22% alone. Ms. Collins highlighted improvements in food options and the team's successful audit process, incorporating knowledge from Colorado State Fair audit.

Upcoming events include the Valley Death Festival, Grape Nut and Tree Fruit Expo with the Fresno Chamber of Commerce, the circus, and Hmong New Year. Dr. Thao attended the Home Show to plan for Hmong New Year and hired a fire consultant who trained the Fair's Fire Marshal.

Ms. Collins noted plans to provide in-depth quarterly reports starting in January and highlighted a new renter packet to streamline customer processes. She noted the Fairgrounds is receiving inquiries for monster truck shows, pricing the Ivy Bar for rental, and working with the Roller Derby group to utilize the facilities.

CEO Estrada commended staff for their attentiveness to the Home Show organizers and noted that she was also present to help ensure minimal conflict with the monster truck show on the final day. Director Flores also commended Taylor Collins for her work with the Home Show.

President Chahil inquired about attendance for the Monster Truck show. Ms. Collins reported that nearly 3,000 tickets were sold. She noted that the show went well and that the track was leveled after the event

c. Report on 2025 Big Fresno Fair

CEO Estrada presented preliminary Fair recap with unaudited attendance of 426,000. Staff continues to finalize attendance and revenue figures with improved tracking methods for future reporting. Favorable weather and strong staff performance across multiple new grandstand events including two rodeos, monster trucks, motocross, car show, and beer fest. Great partnership with Fresno Hops. Concessionaires reported strong sales despite operating 12 days instead of 13, with positive feedback on performance. She also noted that 2025 sales levels compared favorably to 2023 despite being down from 2024 due to weather impacts. Pardini's experienced lower sales without live racing; however, the new Ivy bar concept partially offset losses and was well-received by patrons. The Ivy bar proved successful as a complementary offering that enhanced overall concession revenue.

Box Office Manager Stephanie Estrada reported that the concert series, managed with a new booking agency and production team, performed successfully despite challenges such as artist availability and competition from other venues. Concerts drew strong attendance, including 4,000 at the YG show, and provided a positive guest experience across multiple genres. Planning for the 2026 concert series is underway, incorporating insights from the inaugural year.

CEO Estrada reported that the YG concert, originally contracted for \$225,000, resulted in a \$30,000 reduction due to event delays, with a final payment of \$195,000. She noted that orange director's chairs in front of the stage may conflict with some artists' preferences and is working with Romeo to clarify stage setup language for 2026 contracts.

Director Perea: Inquired whether other concerts experienced similar issues. Danielle Griffin noted a stage incident involving an artist and contracted media staff employed by the promoter.

Director Perea inquired whether Pardini's sales decline was attributable to the absence of horse racing. CEO Estrada confirmed that horse racing absence was the primary factor in reduced sales. Noted efforts to enhance the venue by relocating the VIP suite to a better viewing

location, though these efforts did not fully offset the impact of no live racing

Terri O'Leary presented on the Junior livestock sales stating the sales generated \$581,204 in gross sales with approximately \$95,000 in commission revenue for the Fair. She also reported that parking and wristband sales from livestock contestants generated approximately \$59,000 during Weeks One and Two.

Taylor Collins reported that partnerships with the rodeo, monster truck, and autocross groups expanded the Fair's presence in new industries and resulted in additional event inquiries.

Director Perea asked whether the event could be held during non-Fair periods. Ms. Collins replied, stating the opportunity was valuable and that future non-Fair event possibilities were discussed, with feasibility dependent on funding.

CEO Estrada stated that the monster truck show was booked immediately after the Fair. She noted that the event ran smoothly, with Grandstands staff applying their firsthand experience from the Fair to improve accessibility for wheelchairs and ADA needs.

ITEM #12. COMMITTEE REPORTS: *(Action by the Board)*

a. Finance Committee

- Acknowledge Financial Reports from Price Paige & Company.

MSP (Flores – Perea) to acknowledge the financial reports.

Lori Clanton presented financial statements as of September 30, 2025, with preliminary October estimates. The fair outperformed its 2025 budget by approximately \$650,000, generating net income of \$3.5 million as of October 31st versus the budgeted \$2.8 million. October revenues totaled \$10.9 million with expenses of \$7.4 million. Despite seasonal losses in months preceding the fair, the projected year-end net loss is approximately \$804,000, significantly better than the originally budgeted loss of \$1.8 million. Interim events, satellite wagering, and other programs are projected to generate net income of nearly \$5 million, exceeding the budgeted \$4.6 million.

Operational departments, including administration and maintenance are running under budget. Strong cash handling procedures implemented by staff reduced cash losses to less than 0.001% of total cash intake, reflecting effective financial controls. The finance team will continue detailed line-by-line budget reviews and comparisons in

forthcoming meetings to enhance accuracy and support informed management decisions and resource allocation.

CEO Estrada acknowledged the efforts of Lori Clanton, Madison, and Henry in compiling comprehensive financial information for the board. Noted that while budget projections appeared concerning initially, the actual financial performance has exceeded expectations and is performing better than anticipated.

Director Flores commended the cash handling procedures implemented by Mrs. Clanton, noting that losses were reduced to less than 0.001% of cash intake, representing a significant improvement in financial controls.

Roll Call Vote:

| Director | Yes | No | Absent | Abstained |
|--------------------------|-----|----|--------|-----------|
| President Chahil | X | | | |
| Frank Flores | X | | | |
| Jerry Pacheco | | | X | |
| Linda Balakian Hunsucker | | | X | |
| Terry Gonsalves | | | X | |
| Annalisa Perea | X | | | |
| Chuck Riojas | X | | | |
| Larry Salinas | X | | | |

Director Salinas left the meeting at 12:48 p.m.

ITEM #13. OLD BUSINESS: (*Informational/Action by the Board*)

- a. President Chahil reported no old business to report.

ITEM #14. NEW BUSINESS: (*Action by the Board*)

- a. Approve Bank Authorization/Delegation of Authority for 2026.

MSP (Perea - Riojas) to approve Bank Authorization/Delegation of Authority for 2026.

Director Flores asked, who currently has authorization and asked Director Salinas if he wished to be added. CEO Estrada confirmed Director Flores currently holds authorization. Director Salinas declined to be added.

Roll Call Vote:

| Director | Yes | No | Absent | Abstained |
|--------------------------|-----|----|--------|-----------|
| President Chahil | X | | | |
| Frank Flores | X | | | |
| Jerry Pacheco | | | X | |
| Linda Balakian Hunsucker | | | X | |
| Terry Gonsalves | | | X | |
| Annalisa Perea | X | | | |
| Chuck Riojas | X | | | |
| Larry Salinas | X | | | |

- b. Approve Workers Compensation Insurance coverage for Board of Directors and Volunteers for the 21st District Agricultural Association, Big Fresno Fair, while performing volunteer work for the year 2026.

MSP (Riojas - Salinas) to approve insurance coverage for Board of Directors and Volunteers for the 21st District Agricultural Association, Big Fresno Fair, while performing volunteer work for the year 2026.

Roll Call Vote:

| Director | Yes | No | Absent | Abstained |
|--------------------------|-----|----|--------|-----------|
| President Chahil | X | | | |
| Frank Flores | X | | | |
| Jerry Pacheco | | | X | |
| Linda Balakian Hunsucker | | | X | |
| Terry Gonsalves | | | X | |
| Annalisa Perea | X | | | |
| Chuck Riojas | X | | | |
| Larry Salinas | X | | | |

- c. Request approval to close the Administration Office and Maintenance Department on January 2nd, March 30th, May 22nd, July 3rd, November 23rd - 25th, and December 24th & 31st.

MSP (Flores - Riojas) to approve administration office and maintenance department on dates requested.

Roll Call Vote:

| Director | Yes | No | Absent | Abstained |
|--------------------------|-----|----|--------|-----------|
| President Chahil | X | | | |
| Frank Flores | X | | | |
| Jerry Pacheco | | | X | |
| Linda Balakian Hunsucker | | | X | |
| Terry Gonsalves | | | X | |
| Annalisa Perea | X | | | |
| Chuck Riojas | X | | | |
| Larry Salinas | X | | | |

d. Discuss and approve 2026 Board Meeting Schedule.

MSP (Riojas - Perea) to approve 2026 Board Meeting Schedule.

Roll Call Vote:

| Director | Yes | No | Absent | Abstained |
|--------------------------|-----|----|--------|-----------|
| President Chahil | X | | | |
| Frank Flores | X | | | |
| Jerry Pacheco | | | X | |
| Linda Balakian Hunsucker | | | X | |
| Terry Gonsalves | | | X | |
| Annalisa Perea | X | | | |
| Chuck Riojas | X | | | |
| Larry Salinas | X | | | |

e. Discuss and approve 2026 Race Days for Thoroughbred Racing

Mr. George Schmidt reported on efforts to secure 2026 thoroughbred racing dates through the California Horse Racing Board (CHRB). November 19th agenda slot was denied; decision deferred to January following a CHRB racing committee meeting scheduled for early December. The Fresno Fair is the least critical of four proposed Northern California venues which includes Humboldt County, Santa Rosa, and Tehama. Proposed racing dates for Fresno are during the Fair and the week preceding it, which has been indicated as acceptable by Fair management.

Bernal Park Racing will provide management services with newly hired CEO, former Cadillac Racing executive. Anticipates 400-500 horses available from Emerald Downs closure timing, with additional horses from other California and regional tracks. Mr. Schmidt also submitted a non-binding Memorandum of Understanding (MOU) for board consideration. He indicated that Board approval would be needed before the January meeting to demonstrate commitment to CHRB.

Director Riojas clarified that there was no action to be taken today. Lease agreement needs to be approved to be part of their submission to the CHRB.

Stephanie Wedge stated their preference is to have a signed MOU to signal commitment with each Fair in order to submit. If dates are denied, the MOU becomes void. CEO Estrada stated that she, along with CDFA legal team would need to review the MOU prior to submitting it to the board for approval.

President Chahil stated that no action was required. The Board received informational updates from Schmidt and Wedge regarding their plans moving forward.

Mr. Schmidt requested board pass a resolution indicating intent to pursue thoroughbred racing dates, as recommended by CHRB Vice Chairman Gonzalez prior to the January meeting.

Brandi Gragg, CDFA Legal Counsel, expressed concern about approving an MOU without finalized business terms, including lease structure, rental arrangements, and partnership details. Mrs. Gragg cautioned that approving racing dates without clear financial terms could bind the board to dates with unfavorable financial outcomes. Noted she would not have recommended approving the Harness Racing MOU without first reviewing the operating agreement between the fair and Watch and Wager.

MSP (Flores - Riojas) to table approval of 2026 Race Days for Thoroughbred Racing.

Roll Call Vote:

| Director | Yes | No | Absent | Abstained |
|--------------------------|-----|----|--------|-----------|
| President Chahil | X | | | |
| Frank Flores | X | | | |
| Jerry Pacheco | | | X | |
| Linda Balakian Hunsucker | | | X | |
| Terry Gonsalves | | | X | |
| Annalisa Perea | X | | | |
| Chuck Riojas | X | | | |
| Larry Salinas | X | | | |

Director Salinas inquired, by point of order, whether the Harness Racing and Thoroughbred Racing items were separate and whether a Harness Racing MOU exists. President Chahil confirmed the items are separate. Harness racing lease is approved and ready for execution. Thoroughbred racing MOU requires further development.

f. Discuss and approve 2026/27 Race Days for Harness Racing

MSP (Flores - Riojas) to approve 2026/27 Race Days for Harness Racing and execution of lease. The vote was unanimous.

President Chahil presented lease agreement negotiated with Watch and Wager for 38 days of harness racing in 2026. The lease has been approved by CDFA legal counsel. Environmental review by the County Department of Public Health confirmed no additional requirements beyond compliance with concentrated animal feeding operations regulations, which limit horse numbers to 500 maximums on

fairgrounds at any time. Lease terms include per-day rental rates comparable to Cal Expo and standard security deposits. Projected profit and loss statement included in board packet.

Brandi Gragg, CDFA Senior Council, noted she had suggested edits regarding repayment of upfront costs paid by Fresno Fair, which Watch and Wager has addressed to her satisfaction.

Roll Call Vote:

| Director | Yes | No | Absent | Abstained |
|--------------------------|-----|----|--------|-----------|
| President Cahil | X | | | |
| Frank Flores | X | | | |
| Jerry Pacheco | | | X | |
| Linda Balakian Hunsucker | | | X | |
| Terry Gonsalves | | | X | |
| Annalisa Perea | X | | | |
| Chuck Riojas | X | | | |
| Larry Salinas | X | | | |

ITEM #15. CORRESPONDENCE: (Informational)

Nothing to report.

ITEM #16. MANAGER'S UPDATE: (Informational)

CEO Estrada reported that staff recap meetings are underway to evaluate what worked and identify areas for improvement. A planning session is scheduled next. Meetings have been held with David Vandivia to coordinate calendars and maintain regular communication, noting he is addressing visa challenges. CEO Estrada met with Brad Jaurique, who reported a successful concert and expressed interest in returning for future events. She stated that having both collaborators back is beneficial for the Fair. Improvements in act selection are being discussed to strengthen future performances, with Director Flores emphasizing the need for stronger acts on the Sunday shows.

ITEM #17. BOARD RECOMMENDATION FOR FUTURE AGENDA ITEMS:

No recommendations were made.

ITEM #18. FOR YOUR INFORMATION:

Next Board Meeting - January 27, 2026, 12 Noon
No Meeting in December.

ITEM #19. ADJOURNMENT:

The Board Meeting adjourned at 1:23 pm.

Respectfully Submitted,

Christina Estrada
Chief Executive Officer

Gary Cahil, President
Board of Directors



Proposal for Upgraded Solar System at The Big Fresno Fair – Butler Parking Lot

Purpose

This executive summary outlines the rationale for approving an upgraded solar system at The Big Fresno Fair. The upgrade is essential to preserve favorable net energy metering (NEM) rates, mitigate escalating electricity costs, and secure federal tax incentives. Without this investment, the fairgrounds face significantly higher annual true-up bills, potentially exceeding \$800,000–\$900,000 within three years. Approval will enable connection to PG&E by February 2027, grandfathering the system under NEM 2 for 10 years and ensuring long-term financial sustainability.

Background and Urgency

The Big Fresno Fair currently operates under NEM 2, which provides advantageous credits for excess solar energy exported to the grid. However, this status will expire in approximately two years, transitioning to NEM 3, which offers reduced compensation rates and could increase operational costs substantially. To qualify for grandfathering under NEM 2, the new system must be interconnected with PG&E by February 2027.

Electricity expenses have risen sharply in recent years:

- 2023 true-up bill: \$304,000
- 2024 true-up bill: \$417,000 (a 37% increase)

Projections indicate that without an upgraded solar system, annual true-up bills could reach \$800,000–\$900,000 by 2029 due to rising energy demands, inflation, and less favorable metering terms. An upgraded system is required to offset these costs through enhanced on-site generation, reducing reliance on grid power and stabilizing expenses amid California’s evolving energy landscape.

Progress and Actions Taken (April 2024–Present)

- **April 2024:** Submitted an application to PG&E for the new solar system to qualify for NEM 2 grandfathering.
- **September 2025:** Hired electrical engineer President Abdur Rehman from Power Electric System Inc. to design the upgraded system, ensuring compliance with technical and regulatory standards.
- **November 2025:** Met with the Community Choice Aggregation (CCA) program representatives; proceeded with submitting the solar system design to the State Fire Marshal for approval.



- **December 2025:** Purchased essential equipment, including a new transformer, gear switch, and electrical switches, representing approximately 7% of the total project cost. This expenditure qualifies the project for a 30% federal tax rebate under IRS Codes 45Y and 48E (Section 6: Five Percent Safe Harbor for Low-Output Solar Facilities).

These steps demonstrate proactive planning and position the project for timely completion.

Estimated Costs and Benefits

The total cost for the upgraded solar system is estimated at \$2.5 million–\$3 million, inclusive of design, equipment, installation, and interconnection. Key benefits include:

- **Financial Savings:** Immediate qualification for the 30% federal rebate, reducing net costs by \$750,000–\$900,000.
- **Long-Term ROI:** Grandfathering under NEM 2 for 10 years, providing higher energy credits and shielding against NEM 3 penalties. Projected payback period: 5–7 years through reduced true-up bills and energy independence.
- **Operational and Environmental Gains:** Enhanced reliability during peak events (e.g., the annual fair), reduced carbon footprint, and alignment with California’s renewable energy goals.

Recommendation

The Board is urged to approve funding and proceed with the upgraded solar system to avoid escalating costs and capitalize on time-sensitive incentives. This investment safeguards the fairgrounds’ fiscal health, supports sustainable operations, and ensures competitiveness in a high-energy-cost environment. Next steps include finalizing State Fire Marshal approval and initiating construction bids upon Board approval.



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Karen Ross, Secretary

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

Dear Poultry and Dairy Cattle Exhibition Organizers and Managers:

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

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

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

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

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

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

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

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

Sincerely,

Dr. Annette Jones
State Veterinarian





December 31, 2025

D2025-01

TO: All District Agricultural Associations

SUBJECT: California Fairs Contract Procedures

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

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

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

For your reference, attached is CFSA's list of hazardous and non-hazardous activities.

A few reminders:

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

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

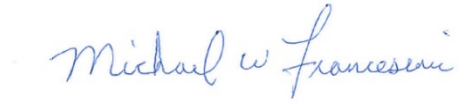
In addition, CFSA's review process helps protect DAAs from potential lawsuits and ensures proper risk transfer. By confirming insurance requirements, CFSA helps safeguard fairgrounds from liability and third-party claims. These reviews are provided at no extra cost to the DAA.



D2025-01 California Fairs Contract Procedures
December 31, 2025
Page 2

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

Sincerely,

A handwritten signature in blue ink that reads "Michael W. Francesconi". The signature is written in a cursive style with a small dot above the 'i' in Francesconi.

Mike Francesconi
Branch Chief, Fairs and Expositions

Enclosure



January 8, 2026

D2026-01

TO: District Agricultural Association Fairground Managers and Board Chairs

SUBJECT: District Agricultural Association and Non-Profit Relationships

This circular outlines the legal and policy framework governing how District Agricultural Associations (DAAs) may engage with nonprofit organizations (NPOs). The guidance below is intended to ensure compliance with applicable state laws, nonprofit operational standards and transparency requirements under the Bagley Keene Open Meeting Act.

Ensuring transparency and maintaining legal separation between the DAAs and affiliated nonprofit organizations is crucial. This can best be done by establishing a Memorandum of Agreement (MOA) and a contract for each specific event and campaign.

LAWS GOVERNING NONPROFIT ORGANIZATIONS

The Attorney General's Office (AGO) has released the *Attorney General's Guide for Charities: Best Practices for Nonprofits that Operate or Fundraise in California*. Most NPOs are organized as public benefit corporations. A public benefit corporation must serve charitable or public purposes and cannot be used for the private gain of any person. NPOs must register and report to the Attorney General's Registry of Charitable Trusts to operate in California.¹

The assets of a public benefit corporation are irrevocably dedicated to charitable purposes and cannot be distributed for private gain.² Those assets must be used for charitable purposes for which they were raised. If the public benefit corporation changes their purpose, the assets or funds raised must be transferred to the DAA for whom the funds were raised or to another NPO that has the same or similar purpose.

NPOs have various registration and reporting requirements and should be in good standing with all relevant oversight agencies to conduct business with DAAs. These requirements include:

1. Internal Revenue Service – annual tax filings
2. California Franchise Tax Board – annual tax filings
3. California Secretary of State – annual Statement of Information filings

¹ Gov. Code §§12585, 13586 (a); Cal. Code Regs. tit 11 §§300-307

² Corp. Code §§5130, 5237, 5410



4. California Attorney General's Registry of Charitable Trust – registration and annual reporting

While NPOs are typically not subject to open meeting law requirements, they may be considered subject to these requirements based on substantial funding received from government entities or government agency affiliation. As DAAs are state entities, an NPO fundraising on behalf of the DAA could be subject to open meeting law requirements. While DAAs are subject to the more restrictive Bagley Keene Open Meeting Laws, the AGO suggests the NPOs utilize the less restrictive Brown Act.³

Many existing affiliated NPOs outline their primary purpose being to assist the DAA in their Articles of Incorporation. The NPO should incorporate into its bylaws, as well as the MOA with the DAA, information on board meetings, quorum requirements, whether Bagley -Keene or Brown Act open meeting rules will be used and voting requirements. There are also other recordkeeping requirements required by the AGO that NPOs must follow.

**DAAs should not use NPOs to sidestep or evade the State processes required for conducting business.*

SEPARATION BETWEEN DAA AND NPO

It is essential that there is transparency and clear separation between the DAA Board meetings and finances and that of the NPO. There should be a clear distinction between DAA operations and the operations of the NPO.

- Distinct and separate physical offices and mailing address
 - DAA staff should not serve as administrative staff for NPO
 - DAA should not receive mail on behalf of the NPO
- Distinct and separate websites. The DAA website can include a link to the separate NPO website and vice versa, if both parties agree.
- Distinct and separate board members and board meetings
 - DAA Board members should not serve on NPO Boards
- Separate financial records and banking accounts

The DAA Board must ensure transparency on all board discussions as they relate to the NPO. This clear separation of powers ensures that the DAA is not held responsible for any actions of the NPO and vice versa.

MEMORANDUM OF AGREEMENT (MOA) GUIDELINES

³ Gov. Code §§ 54950 – 54963 (Ralph M. Brown Act) / Gov. Code §§11120-11132 (Bagley-Keene Open Meeting Act)

The MOA is considered the umbrella document which outlines the roles, responsibilities, and operational procedures of each entity; ensuring that in practice the DAA and the NPO are separated. The MOA is used in lieu of an agreement or contract to describe the means, processes, functions and details of the relationship, governing how the two separate entities shall interact including when, how, and by what means information, reports, financials, and compensations are shared. *The MOA should clearly state that both parties intend to be bound by the terms and conditions of the MOA.*

Each specific activity, donation, or project should be established using a separate contract, approved by the DAA and NPO board of directors, and signed by authorized representatives of both organizations. This includes any specific event, campaign activity, or capital improvement project sponsored or funded by the NPO on the fairgrounds. The purpose and intent of a contract per activity, donation, or project is to outline and detail the specifics for each task, ensuring the DAA can legally ensure completion of the agreed upon terms.

The MOA between the NPO and the DAA should include the following information:

- Interorganizational Representation:
 - Who will serve as liaison between the DAA board and the NPO board? DAA board members should not serve as board members on the NPO board. However, a DAA representative can serve as an ex-officio member (non-voting member) of the NPO board. It is common to have a representative from the NPO board provide a regular update on events and projects at the monthly DAA board meetings.
- Meetings:
 - How will the NPO board meetings be run? Will the NPO board operate under Bagley-Keene or Brown Act open meeting rules? What is the frequency for NPO board meetings as well as quorum requirements and required votes for approval of items? NPO Board meetings should be open to the public and regular meeting minutes should be made available if requested.
 - The NPO Board should also provide the DAA with copies of their Articles of Incorporation, Bylaws and Policies (if applicable) at the time of the execution of the MOA. If these documents are updated during the term of the MOA, the NPO should provide the DAA with updated copies as soon as possible.
- Projects:
 - How will annual or multiyear projects be selected? The DAA Board should compile a list of capital improvements, projects or equipment purchases that require funding on an annual basis. The NPO Board should then select one or more of the listed projects to support. If the NPO has a specific idea for a project, it should be approved by the DAA board before the NPO begins fundraising for that project.

- If the project selected by the NPO involves installation, construction, or renovation of an existing building on DAA property, the NPO must also comply with all applicable state rules and regulations. NPO facilitation of these types of projects does not remove the requirement that they follow applicable rules related to public contracting or public works projects.
- Fundraising Campaigns:
 - Once a project has been selected, the NPO should coordinate with the DAA Board regarding the methods by which funds will be raised. If the NPO wishes to use DAA facilities for fundraising purposes, the NPO will need to pay the relevant rental fees for the use of the space. If the DAA and the NPO jointly sponsor a fundraising event, event space can be the DAA contribution if the NPO provides the other necessary preparations and staffing for the event.
 - If the NPO solicits memberships as part of their fundraising campaigns, a list of members should be provided to the DAA upon request. It is also important to note that the NPO must pay fair market value to the DAA for any benefits it provides to members as a part of their membership (i.e. fair admission passes, parking passes, carnival passes, special event tickets, etc.) The funds being raised by memberships must exceed the value of the benefits package being provided by the NPO.
- Financials:
 - The NPO should agree to cooperate with any financial or compliance audit of the DAA if necessary.
 - The NPO and DAA should agree on the frequency of financial reporting whether monthly, quarterly or another frequency. This allows the DAA to track and follow the progress on agreed upon goals or projects.
- Intellectual Property and Trademark Issues:
 - How, when and where the NPO may utilize the logo and name of the DAA should also be included in the MOA. This is particularly important for those NPOs who have broader purposes and support more than the DAA in their fundraising efforts. It is critical that any advertisements or promotions which suggest funds are being raised to benefit the DAA result in funds being transferred to the DAA and not given to other organizations or used for other non-DAA purposes.

NPOs AND LIQUOR LICENSES

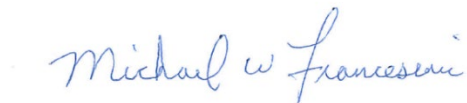
NPOs (valid 501(c)3 entities) may obtain and hold the alcohol license for all DAA events (master beverage concessionaire). This should be outlined under a separate contract pursuant to the terms of the MOA. The contract should specify the method for use of the NPOs liquor license for interim events, including timeframe, paperwork and contact at the NPO. It should also specify the percentage of sales the DAA will receive (revenue sharing), the frequency of reports and payments to the DAA (due dates – i.e. within 30 days of the event or monthly) and provisions allowing the DAA to audit or monitor sales reports.

Summary of Documents:

Every 3-5 years: Memorandum of Agreement
Annually: Priority Fundraising Project Identification
Priority Project Fund Development Plan
Alcohol/Concessions Contract
Fundraising Event Contract(s)
Quarterly/Monthly: Fundraising / Event Updates, including accounting

By following this structured approach – using an umbrella MOA, individual contacts for each activity, and strict organizational separation – DAAs and NPOs can collaborate effectively, maintain public trust and stay fully compliant with all legal requirements. If you have any questions about DAA and NPO relationships or questions about specific terms within your MOA, please reach out to your F&E Resource Coordinator or the CDFA Legal Office.

Sincerely,



Michael Francesconi
CDFA F&E Branch Chief

Enclosure: Sample MOA between DAA and NPO

MEMORANDUM OF AGREEMENT
Between XXth District Agricultural Association
and XXXXXX Foundation

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into by and between the XXth District Agricultural Association (“Association”), located at PHYSICAL ADDRESS and XXXXXX Foundation (“Foundation”), a 501(c)(3) California nonprofit public benefit corporation located at PHYSICAL ADDRESS. The Association or Foundation may be individually referred to as a “Party” and collectively as the “Parties”.

Parties Authority and Purpose

The Association, commonly known as the INFORMAL NAME (“Fairgrounds”), is a district agricultural association pursuant to Food and Agricultural Code § 3102 and a state institution established by California Food and Agricultural Code § 3953.

The Association was established for the purpose of holding fairs, expositions and exhibitions, and community-based programs as well as constructing, maintaining, and operating recreational and cultural facilities of general public interest, pursuant to Food and Agricultural Code § 3951.

The Foundation is a California nonprofit public benefit corporation, with Articles of Incorporation filed DATE OF FORMATION with the California Secretary of State and qualified as a 501(c)(3) IRS tax exempt organization.

The Foundation was formed for the primary purpose of funding and supporting the Association with the public and charitable purposes of: advancing education, science, sports, recreation and other charitable activities which benefit the community and improve social welfare; preserving and enriching agricultural and other heritage of the community; promoting science, art, music, history, health and recreation; supporting public education and entertainment activities; and supporting related facility improvements and public monuments.

The Association and Foundation are separate and distinct legal entities; each with their own tax identification number, management, and purpose. The Parties, while working together towards accomplishing common goals, objectives, and purposes to improve the Fairgrounds and make it the best it can be, shall be managed and operated independent of each other.

The Parties desire to enter this MOA and agree to be bound by its terms to define the relationship between the Association and the Foundation, including respective roles, responsibilities, and priorities.

The intent of the Parties is to revisit this MOA prior to its renewal to further refine its terms and conditions and enhance their working relationship.

Terms and Conditions

1. Term

The term of this Agreement shall be effective from the date the Parties sign below and shall end on **DATE**, unless earlier terminated by either party in accordance with the terms of this Agreement.

2. Renewal

The Board of Directors of each party shall review this MOA no later than **DATE** during open session of a publicly noticed meeting for the purpose of negotiating and modifying this Agreement to enhance the relationship between the Parties. Upon expiration of this Agreement, any renewal shall be in a new written agreement, signed by the Parties.

3. Relationship Between the Parties

The Parties acknowledge and agree that the other party is a separate and distinct legal entity and will act accordingly in its ongoing relationship and business dealings.

The Association maintains sole and exclusive control of the Fairgrounds, personal property and operation of events that occur on the Fairgrounds, including all Association events and programs supported by the Foundation.

The Foundation maintains sole and exclusive control of the Foundation personal property and is responsible for the lawful and prudent management of all funds consistent with donor intent.

Responsibilities

Joint Responsibilities:

1. Collaboration

The Parties agree to collaborate and communicate in good faith and to carry out their authorities and purpose as stated in this MOA. The Parties further agree to share relevant information in the manner described in this MOA regarding grants, advertising, and donations sought, solicited, and secured by each of the Parties, with the intent of working collaboratively to streamline solicitations and to ensure no duplication of fundraising tasks or efforts.

2. Meeting Notices and Agendas

Each Party shall notice the other of their Board of Directors ("Board") meeting dates, times, and locations by sending a meeting notice and agenda to the other's Chief Executive Officer ten (10) calendar days in advance of the meeting. Any change to meeting dates, times, or locations shall be immediately provided to the other. Meeting notices shall be sent to the following email addresses:

Association CEO: name@domain.com
Foundation CEO: name@domain.com

Association Responsibilities:

1. Establishing Priority Fundraising Projects

The Association Board shall establish a list of priority projects for Foundation funding ("Priority Fundraising Projects"), considering public and Foundation comments and Board deliberation, during open session at its January Board meeting.

Priority Fundraising Projects shall be within the Foundation's primary purposes that are within the Association's purposes, which are: promoting and supporting education, recreation and entertainment activities for the general public; preserving and enriching agricultural and other heritage of the community; and supporting recreational and cultural facility improvements for the general public.

The Association shall provide the Foundation with the list of Priority Fundraising Projects in writing no later than three (3) business days following the January Board meeting at which the list is adopted by the Association Board.

2. Support of Foundation Fundraising

The Association will allow the Foundation limited use of the Association's name, logo(s), or other identifying marks solely for the purpose of fundraising and marketing provided that the use is directly related to the Priority Fundraising Project(s) and is preapproved by the Association in writing.

The Association will support the Foundation and its fundraising efforts by attending certain events and by identifying and assisting in cultivating prospects for private contributions when it is appropriate. The Association, Association Board members, and its employees shall not directly or indirectly solicit donations, grants, or other gifts for Priority Fundraising Projects on behalf of the Foundation.

For fundraising for Priority Fundraising Projects, the Association may provide the Foundation with the following:

- a. Foundation logo placement on the Association website with a link to Foundation website;
- b. Foundation logo and advertisement in promotional materials for the Association's annual Fair;
- c. Foundation booth at the annual Fair or other Association event,
- d. With written preapproval, use of the Association's logo or other identifying marks/brands in the promotion of its business and activities;

Within its sole discretion, the Association may further provide to the Foundation complimentary Fair admission tickets and complimentary parking vouchers or other benefits associated with the annual Fair for use in its fundraising, the provision of which shall be incorporated into the Fund Development Plan and written contract covering the select Priority Fundraising Project(s).

Notwithstanding the foregoing, the value of all benefits provided by Association to Foundation shall be significantly less than the amount of funds anticipated to be raised by the Foundation pursuant to the Fund Development Plan and written contract for the Priority Fundraising Project(s).

If the Foundation utilizes a membership campaign as part of its fundraising activities, all event tickets, parking passes, or other benefits must be purchased from the Association at fair market value by the Foundation.

3. Foundation Use of Association Facilities

The Association will provide Foundation with space for Foundation's fundraiser events, hospitality events for members and guests and other activities, at the Association's published rental rates and depending on availability. Foundation shall adhere to the same facility rental policies and rules as expected of all renters.

Association, within the sole discretion of its Chief Executive Officer, may provide administrative and maintenance services during Foundation events in strict accordance with the Association's facility rental policies. Any provision of services shall be indicated in the event's written contract and service fees assessed in accordance with the Association's rental policies.

Foundation Responsibilities:

1. Funds Currently Held by Foundation

Immediately upon execution of this MOA, the Foundation shall provide to the Association:

- a. An accounting of all proceeds derived from previous fundraising activities for the Association that occurred prior to the execution of this MOA and that are currently in possession of the Foundation.
- b. A copy of the Foundation's most recent audit report by a certified public accountant or public accountant.

2. Fundraising and Fund Utilization

The Foundation shall fundraise for the Association in accordance with the Association's Priority Funding Projects list adopted at the Association's January Board meeting as provided in this Agreement under the section of "Association Responsibilities." At their sole discretion, the

Foundation Board may select a project(s) from this list that they determine is attainable and meets their purpose, mission and fundraising capacity.

Immediately upon selecting a Priority Funding Project(s), the Foundation Board will inform the Association Board of their selection(s) in writing and then in person at the Association Board's next regularly scheduled meeting.

Thereafter, the Foundation will develop a proposed Fund Development Plan, including marketing strategy and volunteer plans, for public presentation at an Association Board monthly meeting for Board review and comment. The Fund Development Plan shall include a projected budget, including the Foundation's anticipated general operating expenses.

No fundraising activities whatsoever shall commence unless and until there is a written contract, signed by the Parties, that is specific to the selected Priority Fundraising Project(s) and that outlines the Fund Development Plan, fundraising budget, and operating expenses, and the anticipated amount and timeline of disbursement of funds raised to the Association.

The Parties acknowledge that Food and Agricultural Code section 4051.1 requires written notification to the California Department of Food and Agriculture ("Department") for any contract that exceeds one hundred thousand dollars (\$100,000) in value, exists for a period of greater than two (2) years, or contemplates the building of a permanent structure on the Fairgrounds. The Association shall be responsible for this requirement by notifying the Fairs and Expositions Branch and/or the CDFA Legal Office in writing, with a copy of the contract, prior to its execution.

The Foundation may retain from the proceeds derived from previous fundraising activities for the Association, that occurred prior to the execution of this MOA and that are currently in possession of the Foundation, those funds necessary to implement the selected Priority Fundraising Project(s) as the Parties agree to in their written contract. The excess funds shall be disbursed to the Association immediately upon execution of the written contract for the Priority Fundraising Project(s), along with an accounting. The Association shall hold these excess funds to be expended only for the selected Priority Fundraising Project(s) as agreed upon by the Parties in their written contract.

Any Priority Fundraising Project(s) that involves capital improvements in support of the Association's recreational or cultural facilities shall be under a written agreement that is approved by the California Department of General Services or the California Construction Authority as required by the laws and policies of the State of California.

3. Alcohol Concessions and Events

The Parties agree that, other than the fundraising activities accounted for in the written contract for the Priority Fundraising Project(s), any other alcohol concessions or event held to fundraise for the Association, including but not limited to the sale of alcohol at Association's Fair or other events

on the Fairgrounds, shall require a separate written agreement in accordance with the Association Board's rental policies and contracting procedures. Proceeds from the concessions or event shall be disbursed to the Association within 30 days of the event with an accounting. All sales receipts and underlying backup records shall be accounted for and provided to Association upon request.

4. Meetings, Reporting, and Notices

All Foundation Board meetings shall comply with the **Ralph M. Brown Open Meeting Act** (California Government Code 54950 *et seq.*), excepting the required ten (10) day notice period required to be given to the Association prior to any Foundation Board meeting. The Foundation shall permit up to two members of the Association's Board of Directors and its Chief Executive Officer to attend its meetings.

The Foundation shall report monthly at the Association's regular Board meetings. A Foundation informational item will be listed on the Association Board's monthly agenda for purposes of reporting a summary of fundraising activities and progress.

The Foundation shall keep the Association informed as to any changes in its physical address for its principal place of business, mailing address, Chief Executive Officer, Board of Directors membership, Articles of Incorporation, or bylaws by sending written notice to the Association's Chief Executive Officer and Board President in accordance with the Notice provisions contained herein.

Notices must be in writing and sent to the physical addresses set forth below. A party may change its address for notices by giving notice as required by this provision. Written notice will be considered effective: (a) the day it is personally delivered; (b) five business days after deposit with the United States Post Office as certified first-class mail with return receipt requested and postage prepaid; or (c) two business days after deposit with a reputable overnight delivery service for next day delivery.

Notices shall be sent to the physical addresses set forth below:

CEO **NAME**
Fairgrounds Foundation
Street
City, State Zip

CEO **NAME**
XX District Agricultural Association
Street
City, State Zip

5. Audits and Records

Upon the Association's written request, the Foundation shall provide records, including but not limited to, meeting minutes, accounting records, correspondence, instructions, plans, drawings, specifications, computer files, and memoranda pertaining to any matter related to this Agreement or any other written agreement between the Parties. The Foundation shall provide the requested documents within a reasonable period not to exceed thirty (30) days. The Foundation shall maintain accounting records and supporting records in accordance with GAAP (Generally Accepted Accounting Principles.) The Foundation shall preserve all accounting and supporting documents for a period of three (3) years after completion of services.

Foundation understands that the Association is a state institution under the oversight of the California Department of Food and Agriculture which may, upon reasonable notice, examine the books and records of the Foundation pursuant to Food and Agricultural Code § 4051.1.

6. Commercial General Liability Insurance; Hold Harmless and Indemnification

Foundation shall secure and maintain at its own expense during this Agreement a minimum of two million dollars (\$2,000,000) per occurrence combined single-limit commercial general liability insurance covering Foundation, its employees, agents, and subsidiaries, for claims for damages for bodily injury, property damage, personal injury, liquor liability, automobile, and maintenance vehicle liability insurance.

Foundation shall procure the insurance as required in the California Fair Services Authority, Insurance Requirements, attached hereto as Exhibit "A."

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

General Provisions

1. Default; Termination

Either Party shall be in default under this MOA should it fail to perform or observe any of its obligations under this MOA for a period of thirty (30) days following written notice by the non-defaulting Party specifying the default. If the default is of such nature that it cannot reasonably be remedied within the thirty (30) days, such party will not be in default so long as it commences to remedy the default within the thirty (30) days, notifies the non-defaulting Party in writing that it has commenced to remedy the default and includes anticipated plans to and timeline for the remedy, and continues diligently until the default is corrected.

In the event of an uncured default, this MOA may be terminated by a majority vote of the Board of the non-defaulting Party during open session at a publicly noticed meeting, after appropriate notice, and opportunity to cure as described in this Agreement. If the Foundation fails to cure a default under the MOA, it shall distribute to the Association all fundraising proceeds at that time currently in the control of the Foundation, with an accounting, and supporting financial statements, no later than 30 days following the Association's termination of the MOA.

In the event the Foundation should cease to function and terminate its operations for any reason, then (i) within 30 days of termination, the Foundation shall provide financial statements to the Association that sets forth all funds currently in the control of the Foundation, (ii) within 30 days of termination, the Foundation shall distribute to the Association all proceeds raised for Priority Fundraising Projects at the Association; (iii) the Foundation shall dissolve in accordance with California law; and (iv) the Foundation shall relinquish any remaining funds that were not raised for Priority Fundraising Projects at the Association in accordance with the California Non Profit Integrity Act or then applicable governing law.

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

NAME, CEO
XXth District Agricultural Association

NAME, President
XXXXX Foundation

Date

Date