



## **NOTICE OF MEETING**

22<sup>nd</sup> District Agricultural Association Board of Directors meeting  
August 8, 2023, at 1:30 p.m.

### **Boardroom**

Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, California 92014

*While the 22nd District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 22<sup>nd</sup> DAA will also provide for remote participation by 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.**

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

G. Joyce Rowland, President  
Frederick Schenk, 1<sup>st</sup> Vice President  
Richard Valdez, 2<sup>nd</sup> Vice President  
Lisa Barkett, Director

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

Secretary-Manager  
Carlene Moore  
Chief Executive Officer

22<sup>nd</sup> DAA Counsel  
Josh 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 San Diego County Fair & Event Center.*

### **BUSINESS PLAN**

*Acknowledging the short-term need to plan for fiscal recovery and stabilization, create a 5-to-10-year business plan that rebuilds a strong financial base, contemplates new business activities and partnerships, provides program accessibility, and leads to a thriving San Diego County Fair & Event Center.*

### **MASTER PLAN**

*Create an environmentally and fiscally responsible land use plan for the San Diego County Fair & Event Center, aligning with purpose, mission, vision and values of the organization.*

### **COMMUNITY ENGAGEMENT**

*Incorporate community engagement within the Business Plan and Master Plan processes to enhance understanding and expand opportunities.*

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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 insure 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  
August 8, 2023, at 1:30 p.m.**

1. **CALL TO ORDER** – PRESIDENT G. JOYCE ROWLAND  
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 President.
  
2. **ROLL CALL**
  
3. **CONSENT CALENDAR (ACTION ITEMS)**  
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 May 9, 2023** 6-10
  - **Contract Approval** 11-23
    - **Standard Agreements**  
21-079-10 AM1-Kone, Inc., Elevator Maintenance; 22-006 AM1 HITS Del Mar Leasing, LLC, Horsepark Operator Agreement; 22-014 AM1-Mercy Medical, Transportation, Medical Transportation; 22-015 AM1-OCC Signs, Fair Sign Production; 22-020 AM1-Hands On Labor, Stage Crew Labor; 22-022 AM1-9th Shield, Armed Security ATV & K9; 22-027 AM2-SD Luxury Limos, Offsite parking shuttle service; 22-032 AM1-Velasea, Touchless Weapon Detection; 22-095 AM1-Low Voltage Fire Alarm Services; 23-002 AM1 Wagner Consulting Group, Ride Safety Inspection
  
4. **MANAGEMENT REPORT** – CEO Carlene Moore (Informational)
  - **Operational Announcements**
    - San Diego County Fair
    - Surf & Turf RV Park
    - Horsepark Re-Opening 24-25
  - **Construction Projects & Facilities Updates**
  - **Industry News & Updates**
    - CDFA Collaborative Exchange; AB1499 Committee

- **Review of Contracts Executed per Director Rowland Delegation of Authority** 26-58
  - **Standard Agreements**  
20-053-8X AM 1 record storage; 23-048 Diamond Environmental Services, portable restrooms and maintenance; 23-057 Priority Building Services, janitorial and trash services; 23-058 Z&C Services, janitorial and trash services; 23-060 Jan Pro of San Diego, janitorial and trash services;
  - **2023 San Diego County Fair Ride Operator Agreements**  
23-M-14 RCS (amendment); 23-M-06 Helm & Sons (amendment)
  - **2023 San Diego County Fair Game Operator Agreements**  
23-M-28 Big T Toys & Sports
  - **Sponsorship Contracts**  
SPO-23-061 Proline Image for O'Reilly's Auto Parts
- **Review of Contracts Executed per CEO Delegation of Authority** 59-140
  - **Standard Agreements**  
23-025-Rudi Stockalper Fertilizer Service, Wood shaving recycling; 23-044 and 23-044 AM1 Blast Off Power Wash, power washing; 23-046-A-1 Hydraulic, Trash compacting; 23-047-Fair-ly Decent Promotions, Social Media Services; 23-049-New Leaf Biofuel, Used oil collection; 23-050-Cibola Systems Corp, Strategic Planning Consultant; 23-051-City of San Diego, AED Program – Project Heartbeat; 23-052-Edco Disposal, Fairtime waste disposal; 23-053-San Diego College of Continuing Education ETI, Civilian traffic control training; 23-055- Fred Greaves, Fair Photography; 23-056-Torrey Pines High School Foundation, Parking access; 23-062-Jag Tag Enterprises, Communication Training; 23-063 Jag Tag Enterprises, Executive Coaching; 23-064-Leadership Enthusiast, 2023 Fair debrief facilitation; 23-065-Activate Human Capital Group, Employee Engagement Survey temp & seasonal; 23-066-Global Door, Roll-up Door Repair; 23-067-James Coleman, 2024 Fair Logo Design
  - **Sponsorship Contracts**  
SPO-23-049 Cigma; SPO-23-006 The San Diego Union Tribune
  - **Event Agreements**  
24-4002 Nilforushan Equisport Event; 24-4003 Goodguy Enterprises, Inc; 24-4011 Westward Expos; 24-4012 San Diego Cat Fanciers; 24-4013 ATA Internationals; 24-4014 Silver Bay Kennel Club; 24-4015 FJS Productions; 24-4016 Family Wine Makers; 24-4017 Tiny Fest, LLC; 24-4018 Gem Faire Incorporated; 24-4019 Jiu Jitsu World League, LLC
  - **2023 San Diego County Fair Judging Agreements**  
23-48J Travis Hoffman, Livestock; 23-50J Drew Lobenstein, Livestock; 23-51J Lisa Shepard, Jr/Open Dairy Goats; 23-52J Emily Morgan, Livestock; 23-53J Joey Airoso, Livestock; 23-54J Kamden Urban, Livestock; 23-55J Jesse Henson, Livestock; 23-56J Braeton Kimble, Livestock; 23-57J Will Shelby, Livestock; 23-58J Bryana Jordan, Poultry Health Inspector; 23-59J Conor Keegan, Livestock; 23-60J Allen Mesick, Livestock; 23-61J Jake Parnell, Livestock; 23-62J Jim Weseloh, Livestock; 23-63J Harvey Pool, Livestock; 23-64J Denise Aragon, Livestock; 23-65J Manny Antonacci, Livestock; 23-66J Shelby Gough, Livestock; 23-67J Armando Cabrera, Livestock; 23-68J Allen Barr, Livestock; 23-69J Eric Kutch, Livestock; 23-70J Jeremiah Perotti, Master Showmanship -Swine; 23-71J Alyssa Zolman, Master Showmanship - Dairy Cattle; 23-72J Audrey Greenwood, Master Showmanship - Dairy Goats; 23-73J Malia Arpon, Master Showmanship - Market Goats; 23-75J Candice Ivy, Master Showmanship Sheep; 23-76J Lenny Schudar, Dog Show Showmanship; 23-77J Pat Wisler, Dog Show Rally; 23-78J Rick Shudar, Dog Show Long Sits & Downs; 23-79J Alexandra Hooper, Dog Show Obedience
  - **Individual Project Agreements (IPA) with California Construction Authority (CCA)**  
022-023-031 AM1 DMTC HVAC Project; 022-23-046 Asphalt and Concrete Repair

- **2023 San Diego County Fair Entertainment Agreements**  
 23-1108 Star Work Events; 23-1109 Paging the 90's; 23-1110 Cappel Kelley; 23-1111 ZNORA; 23-1112 Menny Flores; 23-1113 Jehlad; 23-1114 Voyager3; 23-1115 Grooveline SD; 23-1116 Drivin the Bus; 23-1117 Ron Bocian; 23-1118 Brian Jones RocknRoll Revival; 23-1119 The Gravities; 23-1120 Path Precision Enterprises dba FIREnICE Entertainment; 23-1215 Chula Vista Emblem Club #415; 23-1216 Daughters of the Nile; 23-1217 Echo Athletic

5. **GENERAL BUSINESS**

- A. **Comprehensive Policies Development and Review** 141-164
  - 1. Consideration and vote to approve policies as previously presented:  
 2.05 Reporting Wrongdoing, 3.08 General Responsibilities, 3.09 Organizational Planning, 3.10 Risk Management (Action)
    - Introduce new draft Policies (Informational)
- B. **Finance Committee Report – Michael Gelfand, Chair** 165-181
  - Monthly Financial Reports (Informational)

6. **PUBLIC COMMENT**

This item is for Public comment on issues **NOT** on the current Agenda. No debate by the Board shall be permitted on such public comments and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item. Speaker's time is limited to **two** minutes and may be modified based on the number of public speakers. No speaker may cede their time to another speaker.

7. **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.
- B. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party.
- C. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Jerry Hollendorfer v. DMTC et al., Case No. 37-2019-00036284.
- D. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Talley Amusements, Inc., et al., v 22nd District Agricultural Association, et al., San Diego County Superior Court, Case No. 37-2021-00032169.
- E. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. B&L Productions, Inc., et al., v Gavin Newsom, et al., United States District Court, Southern District of California, Case No. 3:21-cv-01718-AJB-KSC.
- F. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Allen v. 22nd District Agricultural Association, et al., Case No. 37-2023-00004430.
- G. Personnel: The Board will meet in closed session to consider those items authorized under Section 11126 of the Government Code, including but not limited to the evaluation of performance of the CEO. [Gov. Code, § 11126, subd. (a.)]

8. **RECONVENE TO OPEN SESSION**

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

9. **MATTERS OF INFORMATION**

- Correspondence

182-233

10. **ADJOURNMENT**



22<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION  
Board of Directors Meeting  
Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014  
**May 9, 2023**

### **MINUTES**

*The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website.*

<https://delmarfairgrounds.com/about-us/public-information/>

#### **OFFICERS PRESENT:**

Joyce Rowland, President  
Richard Valdez, 2<sup>nd</sup> Vice President (via Zoom)  
Carlene Moore, Chief Executive Officer

#### **DIRECTORS PRESENT**

Kathlyn Mead, Sam Nejabat (via Zoom)  
Lisa Barkett, Michael Gelfand, Don Mosier (in person)

#### **OFFICERS/DIRECTORS ABSENT**

Frederick Schenk, 1<sup>st</sup> Vice President

#### **OTHERS PRESENT**

Josh Caplan, Deputy Attorney General (via ZOOM)  
Melinda Carmichael, Chief Administrative Officer – 22<sup>nd</sup> DAA  
Katie Mueller, Chief Operations Officer – 22<sup>nd</sup> DAA  
Tristan Hallman, Chief Communications Officer – 22<sup>nd</sup> DAA  
Donna O’Leary, Executive Assistant - 22<sup>nd</sup> DAA

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#### **CALL TO ORDER**

President Joyce Rowland called the meeting to order at 1:33 p.m. with a quorum present.

#### **ROLL CALL**

All Directors were present, except for Vice President Schenk who had an excused absence.

#### **CONSENT CALENDAR**

President Rowland removed Standard Agreements 23-044 and 23-045 as they were not ready for approval. President Rowland also removed 2023 San Diego County Fair Game Operator Agreements 23-M-20 and 23-M-22 as the vendors had withdrawn.

#### **PUBLIC COMMENT ON CONSENT CALENDAR (See pages 9-10 of transcript)**

Martha Sullivan (via Zoom)

Director Barkett moved to approve the Consent Calendar items. Director Gelfand seconded the motion. President Rowland, Vice President Valdez, and Directors Barkett, Gelfand, Mead, Mosier and Nejabat were all in favor and the motion carried 7-0.

## **MANAGEMENT REPORT**

### **Informational**

- CEO Moore introduced the District's new Chief Communications Officer, Tristan Hallman.
- A new online request process was launched for the Board to use to request Fair tickets, replacing the previous manual form.
- Media Sneak Peek event scheduled for May 31 ahead of the Fair.
- The Race Track Authority and State Race Track Leasing Commission meetings are scheduled for August 14.
- Reminder that the waiver of the location clause of the Bagley-Keene Act will end on June 30. If Senate Bill 544 is passed, it will not go into effect until January. CEO Moore will provide updates prior to the August Board meeting.

### **Operational Announcements**

CEO Moore provided an update on the management contract for the Surf & Turf RV Park, which is operated by Del Mar Golf Company (DMGC). CEO Moore noted that DMGC's contract expires at the end of 2023 and that DMGC does not intend to continue managing the RV park operations. All of the occupants were invited to meet with CEO Moore to express their concerns. Work is ongoing to research management options, including the possibility of the District operating the RV park, or putting it out to bid for a new operator.

### **Construction Projects & Facilities Updates**

Chief Administrative Officer Melinda Carmichael reported that:

- A tour of the District's new Water Quality Improvement Project is scheduled for August 14.
- Construction continues on improvements to the Surf & Turf RV lot.
- Final epoxy to be completed this month for The Sound's pit floor after new concrete was added to raise the floor. Additional repairs at The Sound include reconnecting air conditioning in the areas de-scoped from the original project and adding reheat coils in the green rooms.
- Facility assessment completed, with a final comprehensive report expected in the next few months.
- Del Mar Thoroughbred Club's administrative offices' air conditioning unit replacement is expected to take place over the summer.
- Front-side housing demolition is currently under way and will be renovated with hookups to accommodate the Del Mar Thoroughbred Club's temporary housing needs.
- Asphalt repairs are taking place on the Fairgrounds, focusing on cracks and potholes first.
- Options are under review for repairing or replacing roofs for Wyland Center, O'Brien Hall, and Bing Crosby Hall. Director Mosier suggested the roof replacement should be done with solar panels as part of the installation.

HITS Del Mar Leasing, LLC CEO Peter Englehart gave a brief overview and presentation on their business operations and renovations to Horsepark ahead of the grand reopening on July 15. An economic impact study will be conducted by San Diego State University.

### **Industry News & Updates**

CEO Moore gave an update on the International Association of Fairs & Expositions Management Conference and the California Department of Food & Agriculture's most recent Collaborative Exchange.

Review of Contracts Executed per Delegation of Authority  
Informational

PUBLIC COMMENT ON MANAGEMENT REPORT (See pages 46-56 of transcript)

Martha Sullivan (via Zoom)  
Laura DeMarco (in person)  
Carla Hayes (in person)  
Jack Duckworth (in person)  
Brian Martin (in person)  
Greg Demartu (in person)

**GENERAL BUSINESS**

**DON DIEGO SCHOLARSHIP FOUNDATION PRESENTATION**

Executive Director Ashley McCaughan made a presentation about the upcoming Don Diego Gala on July 1 and the Plant\*Grow\*Eat program, which funds buses for Title 1 schools to take students to the Fair.

**COMPREHENSIVE POLICIES DEVELOPMENT AND REVIEW**

CEO Moore reviewed one new draft policy on pages 166-169 of the Board packet in regards to Reporting Wrongdoing, and invited Board feedback for previously introduced policies.

PUBLIC COMMENT ON COMPREHENSIVE POLICIES DEVELOPMENT (See pages 64-65 of transcript)

Martha Sullivan (via Zoom)

**2023 INSURANCE RENEWALS** – Michael Gelfand, Chair

Director Gelfand and CEO Moore gave an update on the April 25 meeting about insurance renewals, detailed in the report on pages 177-181 of the Board packet.

**FINANCE COMMITTEE** – Michael Gelfand, Chair

Director Gelfand and CEO Moore reviewed the financial report on pages 182-184 and the financials on pages 185-187 of the Board packet.

PUBLIC COMMENT ON FINANCE COMMITTEE REPORT (See pages 72-75 of transcript)

Martha Sullivan (via Zoom)

**COMMUNITY & GOVERNMENT RELATIONS COMMITTEE** – Don Mosier, Chair

Director Mosier and CEO Moore gave an update on the April 18 committee meeting, which included questions about Fair traffic and a presentation by Shawna Anderson, San Dieguito River Park JPA, on construction plans for the Coast-to-Crest Trail.

PUBLIC COMMENT ON COMMUNITY & GOVERNMENT RELATIONS (See page 77 of transcript)

Martha Sullivan (via Zoom)

**FAIR OPERATIONS COMMITTEE** – Frederick Schenk, Chair

Chief Operating Officer Katie Mueller presented the preview of the 2023 San Diego County Fair, including marketing efforts, the Grandstand concert lineup, deals and discounts, new food offerings, new rides, shows and entertainment, festivals, exhibits, and livestock.

PUBLIC COMMENT ON FAIR OPERATIONS (See pages 98-99 of transcript)

Martha Sullivan (via Zoom)



### **2024 San Diego County Fair Dates**

The committee recommends approval of the proposed dates of June 12 through July 7 for the 2024 San Diego County Fair.

#### **PUBLIC COMMENT ON FAIR OPERATIONS (See pages 101-104 of transcript)**

Laura DeMarco (in person)

Carla Hayes (in person)

Director Gelfand moved to approve the dates of June 12 through July 7 for the 2024 San Diego County Fair. Director Barkett seconded the motion. President Rowland, Vice President Valdez, and Directors Barkett, Gelfand, Mead, Mosier, and Nejabat were all in favor and the motion carried 7-0.

### **DMTC LIAISON COMMITTEE REPORT** – Richard Valdez, Chair

Vice President Valdez introduced Josh Rubenstein, President of the Del Mar Thoroughbred Club, joining via Zoom. President Rubenstein gave an update about equine safety and welfare measures and previewed the summer race season. DMTC Marketing Director Erin Bailey (via Zoom) presented marketing efforts and new events in 2023.

#### **PUBLIC COMMENT ON DMTC LIAISON COMMITTEE REPORT (See pages 118-119 of transcript)**

Martha Sullivan (via Zoom)

### **STRATEGIC PLANNING COMMITTEE REPORT** – Michael Gelfand, Chair

CEO Moore noted that the District has engaged a new consultant to work with the leadership team to review strategy and define metrics for success. Individual meetings with Board members and two half-day sessions with the full group will be scheduled for late summer or early fall.

#### **PUBLIC COMMENT ON STRATEGIC PLANNING (See page 125 of transcript)**

Martha Sullivan (via Zoom)

### **AFFORDABLE HOUSING AD-HOC COMMITTEE REPORT** – Kathlyn Mead, Chair

President Rowland noted that a letter was received from Senator Catherine Blakespear the day before the meeting. CEO Moore read the letter into the record. (see pages 126-127 of transcript).

Director Mead and CEO Moore gave an update on the committee meeting in April and recapped the request from the City of Del Mar to build 61 affordable housing units on District property to meet state requirements. The Department of General Services has the final approval authority for the land transaction that the District ultimately selects. The District continues to work with the City of Del Mar on this matter.

#### **PUBLIC COMMENT ON AFFORDABLE HOUSING (See pages 150-161 of transcript)**

Shree McGruder (via Zoom)

Lauren Thompson (via Zoom)

Martha Sullivan (via Zoom)

Chris Reese (via Zoom)

Shawn McGarry (via Zoom)

Deborah Lyons (via Zoom)

Kristin Brinner (via Zoom)

Cynthia Millican (via Zoom)

Greg Rothnem (via Zoom)

**CONTRACT DELEGATION OF AUTHORITY**

Consideration and vote to delegate authority to President Rowland to approve contracts that exceed the CEO's Delegation of Authority from May 1, 2023, until the next regularly scheduled and noticed District Board meeting in August 2023 so long as the contracts did not exceed one million dollars or three years.

Director Mead moved to delegate authority to President Rowland to approve contracts that exceed the CEO's Delegation of Authority from May 1, 2023 until August 8, 2023, so long as they do not exceed \$1 million and three years. Director Gelfand seconded. President Rowland, Vice President Valdez, and Directors Barkett, Gelfand, Mead, Mosier, and Nejabat were all in favor and the motion carried 7-0.

**PUBLIC COMMENT ON NON-AGENDA ITEMS** (See pages 172-173 of transcript)

Martha Sullivan (via Zoom)

**RECESS TO CLOSED EXECUTIVE SESSION**

The Board recessed to Executive Session at 5:28 p.m.

**RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 6:35 p.m. President Rowland had nothing to report from the closed session.

**ADJOURNMENT**

There being no further business to discuss, President Rowland adjourned the meeting at 6:37 p.m.

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Carlene Moore  
Chief Executive Officer

SUBJECT TO BOARD APPROVAL

**ITEM 3, CONSENT CALENDAR**

**August 2023**

**CONTRACT APPROVAL(S)**

In accordance with the requirements of the Department to Food & Agriculture, Fairs & Expositions Branch, Staff requests approval of the agreement(s) listed below:

**Standard Agreements**

<b>Agreements Exercising Option Years</b>					
<b>Contract #</b>	<b>Contractor</b>	<b>Purpose</b>	<b>Acquisition Method</b>	<b>Term</b>	<b>Amount</b>
21-079-10 AM1	Kone, Inc.	Elevator Maintenance	RFP	11/1/21 – 10/31/24	<u>\$131,774.28 (AM1) Total Contract Value</u> <u>\$383,920.28</u>
22-014 AM1	Mercy Medical Transportation	Medical Transportation	RFP	5/1/22 – 7/31/25	<u>\$966,966.00 (AM1) Total Contract Value</u> <u>\$1,869,996.00</u>
22-015 AM1	OCC Signs	Fair Sign Production	IFB	4/13/22 – 7/31/25	<u>\$400,000.00 (AM1) Total Contract Value</u> <u>\$500,000.00</u>
22-020 AM1	Hands On Labor	Stage Crew Labor	IFB	6/6/22 – 7/7/23	<u>\$29,767.20 (AM1) Total Contract Value</u> <u>\$86,997.60</u>
22-022 AM1	9 <sup>th</sup> Shield	Armed Security ATV & K9	IFB	6/1/22 – 7/31/24	<u>\$178,120.00 (AM1) Total Contract Value</u> <u>\$321,820.00</u>
22-027 AM2	SD Luxury Limos	Offsite parking shuttle service	IFB	5/1/22 – 7/31/24	<u>\$872,932.10 (AM2) Total Contract Value</u> <u>\$2,725,649.30</u>
22-032 AM1	Velasea	Touchless Weapon Detection	IFB	6/5/22 – 7/5/24	<u>\$198,354.90 (AM1) Total Contract Value</u> <u>\$692,800.38</u>
23-002 AM1	Wagner Consulting Group	Ride Safety Inspections		5/15/23-7/10/24	<u>\$166,000.00 (AM1) Total Contract Value</u> <u>\$????</u>

**Agreements Awarded via Invitation for Bid**

<b>Contract #</b>	<b>Contractor</b>	<b>Purpose</b>	<b>Term</b>	<b>Amount</b>
N/A				

**Agreements Awarded via Request for Proposal**

<b>Contract #</b>	<b>Contractor</b>	<b>Purpose</b>	<b>Term</b>	<b>Amount</b>
N/A				

**Sole Source Agreements**

<b>Contract #</b>	<b>Contractor</b>	<b>Purpose</b>	<b>Sole Source Justification</b>	<b>Term</b>	<b>Amount</b>
22-095 AM1	Low Voltage	Fire Alarm Services	Public Exigency	5/1/23 – 12/31/23	<u>\$21,390.00 (AM1)</u> <u>Total Contract Value \$54,805.00</u>

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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

AGREEMENT NUMBER

DAA-21-079-10

AMENDMENT NUMBER

1

Purchasing Authority Number

GL Acct# 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

Kone Inc.

2. The term of this Agreement is:

START DATE

November 1, 2021

THROUGH END DATE

October 31, 2024

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

\$383,920.28

Three Hundred Eighty Three Thousand Nine Hundred Twenty Dollars and Twenty Eight 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 \$131,774.28. The maximum amount of this Agreement is hereby increased from \$252,146.00 to \$383,920.28. The Through End Date is hereby amended from October 31, 2023 to October 31, 2024.

Amendment Effective Date: October 31, 2023

*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.)

Kone Inc.

CONTRACTOR BUSINESS ADDRESS

9850 Business Park Ave,

CITY

San Diego

STATE

CA

ZIP

92131

PRINTED NAME OF PERSON SIGNING

Jeffrey Couture

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

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER

22-014

AMENDMENT NUMBER

1

Purchasing Authority Number

GL# 600100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Mercy Medical Transportation, Inc.

2. The term of this Agreement is:

START DATE

May 1, 2022

THROUGH END DATE

July 31, 2025

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

\$1,869,996.00

One Million Eight Hundred Sixty Nine Thousand Nine Hundred Ninety Six 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 two-year option, extending the contract term by two years and increasing the dollar amount by \$966,966.00. The maximum amount of this Agreement is hereby increased from \$903,030.00 to \$1,869,996.00. The Through End Date is hereby amended from July 31, 2023 to July 31, 2025.

Amendment Effective Date: July 31, 2023

*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.)

Mercy Medical Transportation, Inc.

CONTRACTOR BUSINESS ADDRESS

27350 Valley Center Road, Suite A

CITY

Valley Center

STATE

CA

ZIP

92082

PRINTED NAME OF PERSON SIGNING

Richard F. Roesch

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

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER

22-015

AMENDMENT NUMBER

1

Purchasing Authority Number

GL #600100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Orange County Custom Vinyl Graphics and Signs, Inc.

2. The term of this Agreement is:

START DATE

April 13, 2022

THROUGH END DATE

July 31, 2025

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

\$500,000.00

Five Hundred Thousand Dollars and Zero Cents

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

The purpose of this Amendment is to add funding to cover excess usage over the original estimates and to exercise the first two-year option, extending the contract term by two years and increasing the dollar amount by \$400,000.00. The maximum amount of this Agreement is hereby increased from \$100,000.00 to \$500,000.00. The Through End Date is hereby amended from July 31, 2023 to July 31, 2025.

Amendment Effective Date: July 31, 2023

*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.)

Orange County Custom Vinyl Graphics and Signs, Inc.

CONTRACTOR BUSINESS ADDRESS

980 E. Orangethorpe Ave #E

CITY

Anaheim

STATE

CA

ZIP

92801

PRINTED NAME OF PERSON SIGNING

Scott Norton

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

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER

22-020

AMENDMENT NUMBER

1

Purchasing Authority Number

GL# 600100-40

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Hands On Labor, Inc.

2. The term of this Agreement is:

START DATE

June 6, 2022

THROUGH END DATE

July 7, 2024

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

\$86,997.60

Eighty Six Thousand Nine Hundred Ninety Seven Dollars and Sixty 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 \$29,767.20. The maximum amount of this Agreement is hereby increased from \$57,230.40 to \$86,997.60. The Through End Date is hereby amended from July 7, 2023 to July 7, 2024.

Amendment Effective Date: July 7, 2023

*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.)

Hands On Labor, Inc

CONTRACTOR BUSINESS ADDRESS

1244 Knoxville Street

CITY

San Diego

STATE

CA

ZIP

92110

PRINTED NAME OF PERSON SIGNING

Paul Yahnke

TITLE

Director of Labor Sales and Business Development

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



**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER

22-022

AMENDMENT NUMBER

1

Purchasing Authority Number

GL #600100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

The 9th Shield Incorporated

2. The term of this Agreement is:

START DATE

June 1, 2022

THROUGH END DATE

July 31, 2024

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

\$297,290.00

Two Hundred Ninety Seven Thousand Two Hundred Ninety Dollars and Zero Cents

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

The purpose of this Amendment is to add funding to cover excess usage over the original estimates and to exercise the first one-year option, extending the contract term by one year and increasing the dollar amount by \$153,590.00. The maximum amount of this Agreement is hereby increased from \$143,700.00 to \$297,290.00. The Through End Date is hereby amended from July 31, 2023 to July 31, 2024.

Amendment Effective Date: July 31, 2023

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

The 9th Shield Incorporated

CONTRACTOR BUSINESS ADDRESS

27851 Bradley Road, Suite 120

CITY

Menifee

STATE

CA

ZIP

92586

PRINTED NAME OF PERSON SIGNING

Justin Metoyer

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

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER

22-027

AMENDMENT NUMBER

2

Purchasing Authority Number

GL Acct: 600100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

SD Luxury Limos

2. The term of this Agreement is:

START DATE

May 1, 2022

THROUGH END DATE

July 31, 2024

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

\$2,579,023.19

Two Million Five Hundred Seventy Nine Thousand Twenty Three Dollars and Nineteen Cents

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

The purpose of this Amendment is to add funding to cover excess usage over the original estimates and to exercise the first one-year option, extending the contract term by one year and increasing the dollar amount by \$726,305.99. The Maximum amount of the Agreement is hereby increased from \$1,852,717.20 to \$2,579,023.19. The Through End Date is hereby amended from July 31, 2023 to July 31, 2024.

Amendment Effective Date: July 31, 2023

*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.)

SD Luxury Limos

CONTRACTOR BUSINESS ADDRESS

1136 Greenfield Drive

CITY

El Cajon

STATE

CA

ZIP

92021

PRINTED NAME OF PERSON SIGNING

Dani Rafo

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

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER

22-032

AMENDMENT NUMBER

1

Purchasing Authority Number

GL# 550100-20

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Velasea, LLC

2. The term of this Agreement is:

START DATE

June 5, 2022

THROUGH END DATE

July 5, 2024

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

\$692,800.38

Six Hundred Ninety Two Thousand Eight Hundred Dollars and Thirty Eight 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 \$198,354.90. The maximum amount of this Agreement is hereby increased from \$494,445.48 to \$692,800.38. The Through End Date is hereby amended from July 5, 2023 to July 5, 2024.

Amendment Effective Date: July 5, 2023

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

Velasea, LLC

CONTRACTOR BUSINESS ADDRESS

2 Astor

CITY

Irvine

STATE

CA

ZIP

92618

PRINTED NAME OF PERSON SIGNING

Doug Kari

TITLE

Chief Legal &amp; Compliance Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

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

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER

22-095

AMENDMENT NUMBER

1

Purchasing Authority Number

N/A

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

Low Voltage Fire, Inc dba Low Voltage Integrated System

2. The term of this Agreement is:

START DATE

May 1, 2022

THROUGH END DATE

December 31, 2023

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

\$54,805.00

Fifty Four Thousand Eight Hundred 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 by 8 months and increase funds by \$21,390.00 in order to allow for completion of services and IFB processing. The Through End Date is hereby amended from April 30, 2023 to December 31, 2023. The Maximum Amount of this Agreement is hereby increased from \$33,415.00 to \$54,805.00.

Amendment Effective Date: April 30, 2023

*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.)

Low Voltage Fire, Inc dba Low Voltage Integrated System

CONTRACTOR BUSINESS ADDRESS

1090 Joshua Way, Suite A

CITY

Vista

STATE

CA

ZIP

92081

PRINTED NAME OF PERSON SIGNING

Mary Arguijo

TITLE

Vice 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

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER

23-002

AMENDMENT NUMBER

1

Purchasing Authority Number

N/A

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Wagner Consulting Group, Inc.

2. The term of this Agreement is:

START DATE

May 15, 2023

THROUGH END DATE

July 10, 2024

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

\$166,000.00

One Hundred Sixty Six Thousand Dollars and Zero Cents

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

The purpose of this Amendment is to revise the payment schedule. Exhibit B is hereby revised and replaced in its entirety.

Amendment Effective Date: June 6, 2023

All other terms and conditions shall remain the same.

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

**CONTRACTOR**

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

Wagner Consulting Group, Inc.

CONTRACTOR BUSINESS ADDRESS

PO Box 366

CITY

Eden

STATE

NC

ZIP

27289

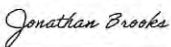
PRINTED NAME OF PERSON SIGNING

Jonathan Brookes

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

Jun 7, 2023

**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



Carlene Moore (Jun 7, 2023 20:21 PDT)

DATE SIGNED

Jun 7, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the District agrees to compensate the Contractor in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

22<sup>nd</sup> District Agricultural Association  
Del Mar Fairgrounds  
**Attn: Accounts Payable**  
2260 Jimmy Durant Blvd.  
Del Mar, CA 92014

Alternatively, invoices can be submitted electronically to [accountspayable@sdfair.com](mailto:accountspayable@sdfair.com).

- C. The invoice shall contain the following information:
  - 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
  - 2. Printed name of the Contractor;
  - 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
  - 4. The date of the invoice;
  - 5. The number of the Agreement upon which the claim is based; and
  - 6. An itemized account of the services for which the District is being billed;
    - a) The time period covered by the invoice, i.e., the term "from" and "to";
    - b) A brief description of the services performed;
    - c) The method of computing the amount due.
    - d) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement; and

**2. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B, ATTACHMENT I  
PRICING TABLES

Fixed Rates for Contract Year One

May 15, 2023 to July 10, 2024

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Ride Safety Inspection Services - 2023 Fair	1	Annual Cost	\$83,000.00	\$83,000.00
2	Ride Safety Inspection Services - 2024 Fair	1	Annual Cost	\$83,000.00	\$83,000.00
<b>Total</b>					<b>\$166,000.00</b>

Fixed Rates for Contract First Two-year Option

July 11, 2024 to July 10, 2026

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Ride Safety Inspection Services - 2025 Fair	1	Annual Cost	\$88,000.00	\$88,000.00
4	Ride Safety Inspection Services - 2026 Fair	1	Annual Cost	\$88,000.00	\$88,000.00
<b>Total</b>					<b>\$176,000.00</b>

Fixed Rates for Contract Second Two-year Option

July 11, 2026 to July 10, 2028

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Ride Safety Inspection Services - 2027 Fair	1	Annual Cost	\$90,000.00	\$90,000.00
6	Ride Safety Inspection Services - 2028 Fair	1	Annual Cost	\$90,000.00	\$90,000.00
<b>Total</b>					<b>\$180,000.00</b>



July 13, 2023

BY EMAIL ONLY

Peter Englehart  
CEO  
Del Mar Leasing, LLC  
477 Madison Avenue, 18<sup>th</sup> Floor  
New York, NY 10022


Re: Standard Agreement No. 22-006: Notice of Satisfaction of Express Conditions


Dear Mr. Englehart:


This letter serves as the 22<sup>nd</sup> District Agricultural Association's (District) written notice of satisfaction of the express conditions required under Request for Proposal No. 21-07 [Equestrian Center Operator at Del Mar Horsepark].

Consistent with Section 2 of Standard Agreement No. 22-006 ("Agreement"), the Start Date of the Agreement is July 13, 2023, the date of this written notice.

Accepted by:

  
Carlene Moore (Jul 28, 2023 17:11 PDT)  
Carlene Moore  
Chief Executive Officer/General Manager  
22<sup>nd</sup> District Agricultural Association

  
Peter Englehart (Jul 27, 2023 18:44 EDT)  
Peter Englehart  
Chief Executive Officer  
Del Mar Leasing, LLC

  
MC  
Melinda Carmichael  
Chief Administrative Officer  
22<sup>nd</sup> District Agricultural Association

Should you have any questions, please do not hesitate to contact me.





June 8, 2023

Pamela Walther  
14550 El Camino Real  
Del Mar, CA 92014

Sent via email: [pam@hitsshows.com](mailto:pam@hitsshows.com)

RE: #343056 Del Mar National Horse Show  
#3332 Del Mar National Horse Show

Dear Ms. Walther:

22<sup>nd</sup> District Agricultural Assn's request to change competition locations and maintain Heritage status for competitions #343056 Del Mar National Horse Show and #3332 Del Mar National Horse Show has been processed. Federation CEO, Bill Moroney, reviewed and considered documentation relevant to the request. This included the original request to change the competition locations and the existing competitions on the calendar.

After review of the materials submitted with your request and the extenuating circumstances surrounding your request, the CEO has approved your request to change competition location and maintain Heritage status. It has been demonstrated that granting a rating change and maintain Heritage status is in the best interest of the Sport. These requests are approved with the condition that the Hunter rating and Jumper level remain the same along with the FEI Dressage if approved by the FEI.

If you have any questions regarding this matter, please contact me directly at (859) 225-6981 or [kwilbers@usef.org](mailto:kwilbers@usef.org).

Best regards,

*Katlynn Wilbers*

Katlynn Wilbers  
Director of Competition Licensing, Evaluation and Safety



**ITEM 4, MANAGEMENT REPORT**

**August 2023**

**Review of Contracts to be Executed per Director Rowland Delegated Authority**

**Standard Agreements, up to \$1,000,000,000 and no more than three years**

<b>Contract #</b>	<b>Contractor</b>	<b>Purpose</b>	<b>Acquisition Method</b>	<b>Term</b>	<b>Amount</b>
20-053-8X AM1	Corodata Records Management	Record storage	Sole Source	2/29/20 – 2/28/24	<u>\$19,000.00 (AM1)</u> <u>Total Contact Value \$46,000.00</u>
23-048	Diamond Environmental Services	Portable restrooms and maintenance	Sole Source	6/4/23 – 7/7/23	<u>\$60,000.00</u>
23-057	Priority Building Services	Janitorial and trash services	Public Exigency	6/10/23 – 7/14/23	<u>\$781,530.00</u>
23-058	Z&C Services	Janitorial and trash services	Public Exigency	6/10/23 – 7/14/23	<u>\$774,500.00</u>
23-060	Jan Pro of San Diego	Janitorial and trash services	Public Exigency	6/23/23 – 7/14/23	<u>\$120,000.00</u>

**2023 San Diego County Fair Ride Operator Agreements**

<b>Ride Operator Agreements</b>				
<b>Contract #</b>	<b>Contractor</b>	<b>Summary</b>	<b>Term</b>	<b>Amount</b>
23-M-06	Helms & Sons (Amendment)	Additional ride added	6/7/2023- 7/4/2023	48% of gross revenue
23-M-14	RCS (Amendment)	Additional ride added	6/7/2023- 7/4/2023	48% of gross revenue

**2023 San Diego County Fair Game Operator Agreements**

<b>Game Operator Agreements</b>				
<b>Contract #</b>	<b>Contractor</b>	<b>Summary</b>	<b>Term</b>	<b>Amount</b>
23-M-28	Big T Toys & Sports	Replaced withdrawn game operator	6/7/2023- 7/4/2023	30% of gross revenue

**Sponsorship Agreements**

<b>Contract #</b>	<b>Contractor</b>	<b>Summary</b>	<b>Term</b>	<b>Rental Fee</b>
SPO-23-061	Proline Image for O'Reilly's Auto Parts	This is a 3-year agreement where O'Reilly Auto Parts will market a mid-week ticket offer.	6/7/23 – 7/10/25	108,000 cash or \$36,000/year



## Item 4, Management Report, Contract Review

### **Background:**

At their meeting of May 9, 2023, the Board of Directors of the 22<sup>nd</sup> District Agricultural Association delegated authority to President Joyce Rowland to approve contracts that exceeded the CEO's Delegation of Authority from May 1, 2023 until the next regularly scheduled and noticed District Board meeting in August 2023, so long as the contracts did not exceed \$1 million or three years.

### **Review of Contracts Executed per Director Rowland Delegation of Authority**

#### **Standard Agreements:**

Amendment DAA-20-053-8X AM 1, Corodata Records Management, exercises the first option year on the agreement. The agreement was originally approved by the Board as it had the potential for multiple years. As such, any amendment to the agreement requires Board approval. Agreement 23-048, Diamond Environmental Services, was not ready in advance of the May board meeting. Agreements 23-057 Priority Building Services, 23-058 Z&C Services, and 23-060 Jan Pro of San Diego. Three additional contractors were engaged for janitorial services and trash services during the Fair as soon as it was apparent that the originally scheduled contractor was unable to perform the full scope of work for those services. The Scope of Work for all agreements is the same.

#### **Ride Operator Agreements:**

Amendment to agreement 23-M-14, RCS, to add to the ride list. Helm & Sons, was unable to deliver the Hyper Drive ride they were contracted to provide so the alternate was activated, the Twister, provided by RCS. Amendment to agreement 23-M-06, Helm & Sons, to add to the ride list. Talley Amusements was unable to remedy the mechanical issue with the Mega Drop so the alternate was activated, the Super Shot provided by Helm & Sons. Both agreements were originally approved by the Board as ride operations have the potential to exceed the CEO's delegated authority for revenue agreements. As such, any amendment to the agreement requires Board approval.

#### **Game Operator Agreements:**

Agreement 23-M-28 was issued to Big T Toys & Sports following the withdrawal of two game operators. Game Operator Agreements have the potential to exceed the CEO's delegated authority.

#### **Sponsorship Contracts:**

Terms with Proline Image for O'Reilly's Auto Parts terms were not finalized prior to the May board meeting. As agreement SPO-23-061 is a multi-year agreement, it exceeds the CEO's delegated authority.

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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

AGREEMENT NUMBER

DAA-20-053-8X

AMENDMENT NUMBER

1

Purchasing Authority Number

N/A

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

Corodata Records Management, Inc.

2. The term of this Agreement is:

START DATE

February 29, 2020

THROUGH END DATE

February 28, 2025

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

\$46,000.00

Forty Six Thousand Dollars and Zero Cents

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

The purpose of this Amendment is to exercise the Option Year, extending the term by two years and increasing funds by \$19,000.00.

The Through End Date is hereby amended from February 28, 2023 to February 28, 2028. The Maximum amount of this Agreement is hereby amended from \$27,000.00 to \$46,000.00

Amendment Effective Date: February 28, 2023

*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.)

Corodata Records Management, Inc.

CONTRACTOR BUSINESS ADDRESS

12375 Kerran Street

CITY

Poway

STATE

CA

ZIP

92064

PRINTED NAME OF PERSON SIGNING

Trey Williams

TITLE

Account Representative

CONTRACTOR AUTHORIZED SIGNATURE

*Trey Williams*

DATE SIGNED

May 19, 2023

Trey Williams (May 19, 2023 11:36 PDT)

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

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

AGREEMENT NUMBER DAA-20-053-8X	AMENDMENT NUMBER 1	Purchasing Authority Number N/A
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**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

  
Carlene Moore (May 24, 2023 13:42 PDT)

DATE SIGNED

May 24, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-048</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #: 550100-10</b>
-----------------------------------	---

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

Diamond Environmental Services

2. The term of this Agreement is:

START DATE

June 4, 2023

THROUGH END DATE

July 7, 2023

3. The maximum amount of this Agreement is:

\$60,000.00

Sixty Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Diamond Environmental Services

CONTRACTOR BUSINESS ADDRESS

807 E. Mission Road,

CITY

San Marcos

STATE

CA

ZIP

92069

PRINTED NAME OF PERSON SIGNING

Bryan Mallette

TITLE

Vice President of Sales

CONTRACTOR AUTHORIZED SIGNATURE

Bryan R Mallette

Bryan R Mallette (May 25, 2023 10:57 PDT)

DATE SIGNED

May 25, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-048	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 550100-10
----------------------------	--

**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



Carlene Moore (May 26, 2023 15:59 PDT)

DATE SIGNED

May 26, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

1. Diamond Environmental Services, hereinafter referred to as Contractor, agrees to provide to the 22<sup>nd</sup> District Agricultural Association, herein after referred to as District, portable restroom and pumping services as follows:
  - a. Contractor shall provide qualified labor, materials/supplies, and equipment to provide portable restroom and pumping services for the annual San Diego County Fair.
  - b. Contractor must have the ability to respond to emergency calls for repairs within three (3) hours of notification and must be available during non-peak attendance and use hours for emergency.
  - c. Contractor agrees to be “proactive” and communicate in a professional and effective manner.
  - d. Contractor will provide portable restrooms, holding tanks, sinks, and showers in high quality or “like new” condition as well as providing daily cleaning, pumping and restocking services during the Fair, to maintain public safety and aesthetic values as the San Diego County Fair expects 50,000 visitors daily. Therefore, service-related issues will not be tolerated; should any problems occur, Contractor shall resolve the problem immediately. The Contractor shall provide prompt repair or replacement of any faulty equipment as directed by District Management.
  - e. District is not financially liable for normal wear, tear and cleaning, maintenance, or repair of portable restrooms, holding tanks, sinks and showers rented by District. However, District may be invoiced for repairs of Contractor portable restrooms, holding tanks, sinks and showers, due to excessive wear and tear during rental as determined by the District.
  - f. At the direction of District Management, the Contractor shall provide the following portable restroom and pumping services in accordance with the specifications herein for the 2023 San Diego County Fair running from June 7, 2023, through July 4, 2023, closed on the Mondays (June 5<sup>th</sup>, 12<sup>th</sup>, 19<sup>th</sup>, and 26<sup>th</sup>) and Tuesdays (June 6<sup>th</sup>, 13<sup>th</sup>, 20<sup>st</sup>, and 27<sup>th</sup>) of the Fair. The inventory of equipment detailed below reasonably anticipates specific quantities of equipment for the 2023 San Diego County Fair. Additional equipment requested should be subject to the same equitable and reasonable Fair time costs associated with equipment rental fees and service fees. Contractor shall be required to verify with District Facilities Department *prior* to execution of this contract the actual inventory scheduled. On-site refers to the property housing the Fair. Off-site refers to Horse Park; however, off-site locations as well as type and amount of equipment for on-site and off-site locations is subject to change by the District.
    - i) Standard portable toilets shall be 3’8” wide x 3’8” deep x 8’ high, with toilet, urinal, toilet tissue, and sanitary seat covers.
    - ii) Wheelchair accessible portable toilets shall be ADA approved, 7’ square x 8’ high, with toilet and ramp and without urinal.
    - iii) Holding tanks shall be approximately 250-gallon capacity and 6’ long x 3’5” wide x 18” high.
    - iv) Free-standing sink units shall be 2’6” wide x 2’10” long x 3’9” high, 30-gallon capacity fresh water holding tank, 2 washing station pumps, 2 soap dispensers, and 1 paper towel dispenser.



**EXHIBIT A  
SCOPE OF WORK**

- v) Free-standing double sanitizer stand units shall be standard size of approximately 8' square x approximately 4' high with sanitizer dispensers on opposing sides, one at approximately 3'6" high and the other at standard ADA height.
- vi) Level of containment trays border/lip must not create a tripping hazard. Contractor must align/elevate portable restrooms, sinks and showers in a way that equipment users will not have to step over border/lip and into the containment tray before accessing portable restrooms, sinks and showers.
- vii) All standard and ADA restrooms shall be delivered with doors locked, using plastic zip ties.
- viii) On-site equipment includes the following:
  - a. Eighteen (18) standard-size portable toilets with containment tray.
  - b. Two (2) wheelchair accessible (ADA compliant) portable toilets.
  - c. Twenty-four (24) free-standing portable double sinks (two faucets each sink).
  - d. Two (2) hot & cold 3-basin sinks
  - e. Six (6) VIP premier restroom
  - f. Twelve (12) double sanitizer hand-sanitizing stands
  - g. Twenty-one (21) 250-gallon holding tanks (used for sewer collection), with side input lines, to be hooked-up and serviced by District.
- ix) All equipment shall be delivered May 23 through May 26, 2023.
- x) On-site services during the San Diego County Fair include the following:
  - a. Daily service for all portable toilet units to include pumping, cleaning inside of unit, making any necessary repairs, adding disinfectant and chemicals and stocking with paper goods and hand soap. **All portable restrooms must be fully stocked, sanitized, pumped, and cleaned on a daily basis.**
  - b. Daily service for all free-standing sink units shall include cleaning the washing station, making any necessary repairs, stocking and replenishing with hand soap and hand towels. **All hand washing sinks must have towel & soap dispensers, be fully stocked, sanitized, and cleaned on a daily basis.**
  - c. Servicing shall be completed, and driver and servicing equipment shall be off the Fairgrounds by 8:00 am each day during the annual San Diego County Fair. Drivers shall deliver daily service tickets to the District's Facilities Department.
  - d. Contractor shall commit all weekday services to the same driver and provide driver's cellular phone to District.
  - e. Contractor shall commit all weekend services to the same driver and provide driver's cellular phone to District.
  - f. Contractor may only use manhole as directed by District staff, located by Pump Station #1 for on-site dumping needs.

**EXHIBIT A  
SCOPE OF WORK**

- xi) Off-site equipment includes the following:
  - a. Five (5) standard toilet units with containment trays
  - b. Two (2) wheelchair accessible (ADA compliant) toilet units to be placed at Del Mar Horse park.
  - c. Two (2) double sanitizer hand-sanitizing stands
- xii) Off-site service during the San Diego County Fair includes the following:
  - a. Services and service quality shall be the same as on-site units, for all portable toilet units including: pumping, cleaning inside of unit, making any necessary repairs, adding disinfectant and chemicals, and stocking with paper goods and hand soap.
  - b. Servicing shall be completed, and driver and servicing equipment shall be off the sites by 9:30 am, each day, during the annual San Diego County Fair. Drivers shall deliver daily service tickets to the District's Facilities Department.
  - c. Contractor shall commit all weekday services to the same driver and provide driver's cellular phone to District.
  - d. Contractor shall commit all weekend services to the same driver and provide driver's cellular phone to District.
- 2. **The quantities are estimates only and they represent what the District anticipates it may require for the 2023 San Diego County Fair. This is only an estimate and is not guaranteed the actual quantities may be more or less than estimated.**
- 3. The District reserves the right of final approval for all equipment to be rented.
- 4. During the annual Fair for all equipment cleaning/maintenance/servicing shall occur during non-public hours in the early morning: sanitizing, cleaning, pumping, restocking, etc. All portable restrooms must be fully stocked, sanitized, pumped, and cleaned on a daily basis. All hand washing sinks must have towel & soap dispensers, be fully stocked, sanitized, and cleaned on a daily basis. Contractor will coordinate the storage of hand towels, toilet paper, and soap products at the District's Livestock Office for the hand washing sinks to be restocked as needed by District staff during Fair operating hours. Contractor shall be deemed fully notified and knowledgeable of the importance of such services to the District. Not only is the recreational and economic value of this event significant to Southern California, the public's health and safety is also of primary concern. Therefore, service-related issues will not be tolerated; should minor problems occur, Contractor shall resolve the problem immediately. The Contractor shall provide prompt repair or replacement of any faulty equipment as Directed by District Management.
- 5. The total rental cost of all equipment for Fair-time events shall include any and all costs associated with delivery, set up, tear down and removal of the equipment, servicing (cleaning/maintenance), repairs as well as taxes, supplies (paper, soap, towels, etc.), insurance, environmental, disposal, pumping, installation fees, qualified labor, transportation and or other incidental costs.

**EXHIBIT A  
SCOPE OF WORK**

6. District will require pumping services for sewer and grey water pumping on an as-needed basis when District pumping truck is off-line for maintenance or an additional vehicle with driver/operator to pump to twenty-two portable restrooms (with approximately four ADA) at District's Horse park facility and empty up to seventy (70) RV tanks at its Surf and Turf RV facility. Contractor may empty pumper tank at same location used during annual Fair. Contractor's cost/prices/rates will be inclusive of all; qualified labor, mileage (including delivery pickup), travel, cleaning, maintenance, equipment, administrative overhead, surcharges/licenses/taxes, fuel, disposal, environmental and safety compliance costs.
7. District may also require portable restrooms, holding tanks, sinks, and showers not initially listed. However, Contractor agrees to provide such portable restrooms, holding tanks, sinks, and showers at costs similar to the rental costs provided and/or providing credit for portable restrooms, holding tanks, sinks and showers not used. Contractor agrees to provide a written quote for approval by District Management, prior to the initiation of any additional portable restrooms, holding tanks, sinks and shower services.
8. Any additional costs billed by Contractor not initially listed will be rejected and may cause the District to terminate 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.
9. 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.
10. 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.
11. 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.
12. The Del Mar Fairgrounds and Horse park 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.) must immediately either be repaired or removed from District property by Contractor. Furthermore, Contractor agrees to dispose of/recycle all waste according to State and local laws and regulations.

**EXHIBIT A  
SCOPE OF WORK**

- 13. Contractor shall have all current licenses/certifications required by law to provide all services and shall perform this work in accordance with all applicable laws and codes. Contractor will provide District with copies of licenses and certifications within 48 hours, upon District's written request, including electronic email requests by District.
- 14. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Diamond Environmental Services
Attention: Lewis Hughes, Facilities Director	Attention: Staci Sigmon
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 807 E. Mission Rd San Marcos, CA 92069
Email: <a href="mailto:lhughes@sdfair.com">lhughes@sdfair.com</a>	Email: <a href="mailto:stacis@diamondprovides.com">stacis@diamondprovides.com</a>
Phone: (858) 755-1161 x4285	Phone: (760) 744-7191

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-057</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #: 600100-10</b>
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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

Priority Building Services, LLC

2. The term of this Agreement is:

START DATE

June 10, 2023

THROUGH END DATE

July 14, 2023

3. The maximum amount of this Agreement is:

\$781,530.00

Seven Hundred Eighty One Thousand Five Hundred Thirty Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Priority Building Services, LLC

CONTRACTOR BUSINESS ADDRESS

1524 W. Mable Street

CITY

Anaheim

STATE

CA

ZIP

92802

PRINTED NAME OF PERSON SIGNING

Eddie Rocha

TITLE

Manager

CONTRACTOR AUTHORIZED SIGNATURE

  
Eddie Rocha (Jun 11, 2023 09:21 PDT)

DATE SIGNED

Jun 11, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-057	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-10
----------------------------	--

**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

  
[Carlene Moore \(Jun 11, 2023 19:22 PDT\)](#)

DATE SIGNED

Jun 11, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-058</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #: 600100-10</b>
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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

Z&C Services, Inc

2. The term of this Agreement is:

START DATE

June 10, 2023

THROUGH END DATE

July 14, 2023

3. The maximum amount of this Agreement is:

\$774,500.00

Seven Hundred Seventy Four 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	9
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
+ -	Exhibit D Special Terms & Conditions	5
+ -	Exhibit D Attachment Insurance Requirements	4
+ -	Exhibit E Preventing Storm Water Pollution	1
+ -	Exhibit F 22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Z&C Services, Inc

CONTRACTOR BUSINESS ADDRESS

PO Box 18032

CITY

Irvine

STATE

CA

ZIP

92623

PRINTED NAME OF PERSON SIGNING

Fabiola Cruz

TITLE

Project Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

Jun 11, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-058

PURCHASING AUTHORITY NUMBER (If Applicable)

GL Account #: 600100-10

**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



Carlene Moore (Jun 11, 2023 19:22 PDT)

DATE SIGNED

Jun 11, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-060</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #: 600100-10</b>
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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

KDO Capital Inc. dba Jan Pro of San Diego

2. The term of this Agreement is:

START DATE

June 23, 2023

THROUGH END DATE

July 14, 2023

3. The maximum amount of this Agreement is:

\$120,000.00

One Hundred Twenty Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

KDO Capital Inc. dba Jan Pro of San Diego

CONTRACTOR BUSINESS ADDRESS

4125 Sorrento Valley Blvd Suite E

CITY

San Deigo

STATE

CA

ZIP

92121

PRINTED NAME OF PERSON SIGNING

Paul Mascarenas

TITLE

General Manager

CONTRACTOR AUTHORIZED SIGNATURE

*Paul Mascarenas*

DATE SIGNED

Jun 22, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-060	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-10
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**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



Carlene Moore (Jun 23, 2023 09:43 PDT)

DATE SIGNED

Jun 23, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC 54051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

A. [Company Name], 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 janitorial cleaning and trash laborer services outlined below to support the San Diego County Fair (SDCF).

Services shall include, but not be limited to, cleaning, disinfecting and maintaining District restrooms, buildings, and fairgrounds tables in dining areas. In addition, contractor shall provide trash removal services for more than 600 trash containers and the trash litter on the grounds including, but not be limited to emptying more than 600 trash containers, replacing the liners, using hand operated picker and blowers. The night shift laborers will move and put back the trash cans and seating benches for the power sweeper truck and power washers to get through the main thoroughfares.

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

C. The services shall be provided for the run of the SDCF and for 2023 will run from June 7<sup>th</sup> through July 4<sup>th</sup> including minimal services on days the SDCF is closed to the public (Mondays and Tuesdays).

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

22 <sup>nd</sup> District Agricultural Association	Contractor:
Name: Lewis Hughes, Facilities Director	Name:
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address:
Phone: 858-792-4285	Phone:
e-mail: lhughes@sdfair.com	e-mail:

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 San Diego County Fair is open to the public and runs for twenty-two (22) days in 2023, utilizing the entire Fairgrounds property. The San Diego Fair takes place from June 7<sup>th</sup> through July 4<sup>th</sup> in 2023. The San Diego Fair is closed to the public on

## EXHIBIT A SCOPE OF WORK

Mondays and Tuesdays; however, cleaning services are required on those days, at a reduced capacity.

Note: the Fair will be open to the public on Monday, July 3<sup>rd</sup> in 2023.

The estimated attendance during Fair-Time is approximately 1,000,000 patrons over twenty-two (22) days. The average attendance per day is approximately 45,000 patrons. Weekday attendance could be as low as 40,000 patrons per day and weekend days attendance could be as high as 70,000 patrons or more per day. Attendance varies depending on weather, entertainment, promotions, and day of the week. During the Fair, the District hosts various types of events and exhibits including agricultural education, concessions, festivals, concerts, animal shows, entertainment, sporting events, etc.

### B. Tasks and Deliverables

#### Tasks:

Services shall include, but not be limited to, cleaning, disinfecting, and maintaining District restrooms, buildings, and fairgrounds tables and benches (seating areas), and other areas as assigned.

Contractor shall provide all labor necessary to effectively clean and disinfect all areas outlined in the 'Janitorial Labor Sample' listed below, in a timely manner.

The District will provide all consumable supplies such as, paper products, waste receptacles, waste receptacle sleeves and liners, soap, disinfectant and cleaning tools.

Contractor shall provide a determined number of staff for each day of the Fair and minimal services for the two days per week that the Fair is closed to the public (Mondays and Tuesdays). The District will determine the number of staff the Contractor will provide and hours of operation for any given day.

There are 16 building areas for which the contractor shall provide janitorial services: The Activity Center, Arena Complex, Backside Housing Restrooms & Showers, Bing Crosby Hall, Carnival Restrooms, Exhibit Hall, Grandstand East, Grandstand West, Infield Restrooms, Livestock Building, Mission Tower, O'Brien Hall, Paddock Tavern, Paddock 17 Hands, West Lawn Restrooms, and Wyland Hall.

Services shall also include, but not be limited to emptying more than 600 outdoor trash containers with the use of trash push carts (blue whales), hand pickers, and trash blowers. The contractor night shift will move and put back trash containers and seating benches to coordinate with the street sweeper truck and power washing vehicles.

Contractor shall provide all labor necessary to effectively remove trash and litter in all areas outlined on the zone map. A 'Trash Laborer Schedule Sample' is listed below.

The District will provide all consumable supplies and tools such as brooms, dust pans, cleaning tools, waste receptacle sleeves and liners. The District will provide trash wheeled carts (blue whales).

## EXHIBIT A SCOPE OF WORK

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

Contractor shall provide a determined number of staff for each day of the Fair. The District will determine the number of staff the Contractor will provide and hours of operation for any given day.

### Task Deliverables:

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

- a. Contractor will provide facility and venue attendant services to maintain all restrooms and building interiors at the start of each day of the Fair (approx. 11:00am) and up to one (1) hour after the close of the SDCF (Sun., Wed. and Thur. 11:00pm and Sat. and Sun. 12:00am) or as directed by the District.
- b. Contractor shall clean, disinfect, and stock all restroom facilities; including cleaning sinks, toilets, floors, and picking-up and removing trash.
- c. Contractor shall remove all trash and food items from dining tables, benches, and bleachers. Contractor shall wipe down and disinfect all tables, benches, and bleachers.
- d. Contractor shall maintain building floors, clean-up spills, clean glass doors, mirrors, and empty and reline waste receptacles.
- e. Contractor shall deploy fixed staff to remain in high-traffic restroom(s) and building interiors, as determined necessary by the District.
- f. Contractor shall deploy roaming staff to clean less-frequented restrooms and buildings as well as provide coverage for fixed staff that may be on break in order to ensure continuous coverage.
- g. Contractor shall pick up trash in the immediate area outside of restroom and/or building facilities.
- h. Contractor shall provide a reduced janitorial crew for the backside Housing Area on Mondays and Tuesday (June 12<sup>th</sup> through June 27<sup>th</sup> for 2023 – six (6) days).
- i. Contractor to provide daily time sheets to SDCF facilities management for each and all shifts that employees work to be reviewed and approved by management before invoices are to be sent for approval.

**EXHIBIT A  
SCOPE OF WORK**

- j. Contractor to provide daily photos to verify acceptable cleanliness standards are met and maintained throughout each day.
- k. Contractor will provide services to maintain all trash containers and pick up litter within the areas in the designated five zone map.
- l. The Contractor will move the trash to the District provided compactors and 3-yard dumpsters.
- m. Each zone has designated compactors and dumpsters to deposit the trash. There will be a trash compactor located on the West and East end of the Grandstand building. An organic waste compactor, recycling compactor and trash compactors will be located in the recycling yard. All of the compactors will have powered tippers.
- n. Contractor shall provide services to maintain blue recycling and green waste containers. Contractor shall empty and reline recyclable containers, empty and spray wash green organic food waste containers.
- o. On the night shift, a District employee will drive a truck with Tommy Lift for the Contractor to load / unload recycling and organic waste containers.
- p. Contractor shall perform litter pick up services with handheld picker tools, blowers, empty and reline landfill waste receptacles.
- q. Contractor shall deploy fixed staff to remain in high-traffic areas as determined necessary by the District.
- r. Contractor shall deploy and schedule coverage for staff that may be on break to ensure continuous coverage.
- s. Contractor shall pick up all outdoor trash and in the immediate areas outside all buildings in the designated zones.
- t. Contractor shall provide one (1) supervisor, per 1-3 zones, per shift and one (1) for Graveyard Shift.

**EXHIBIT A  
SCOPE OF WORK**

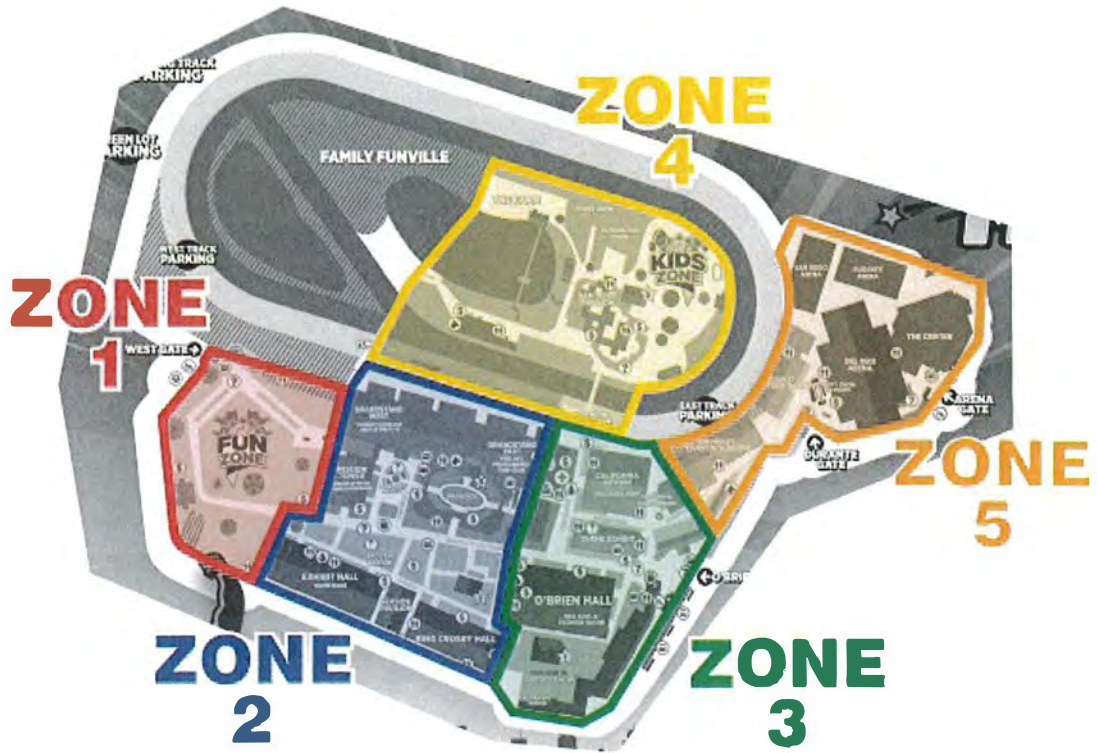
JANITORIAL LABOR SAMPLE						
AREA/BUILDING	# OF STAFF	START TIME	END TIME	TOTAL HRS DAILY	TOTAL FAIR DAYS	TOTAL HRS
Activity Center Restrooms O'Brien Gate O'Brien Hall	2	11:00AM	12:00AM	26	22	572
Arena Complex Restrooms	2	11:00AM	10:00PM	22	22	484
Backside Housing Restrooms	4	8:00AM	8:00PM	48	28	1,344
Carnival Restrooms Exhibit Hall Restrooms	2	11:00AM	12:00AM	26	22	572
Bing Crosby Hall Restrooms	2	11:00AM	10:00PM	22	22	484
Wyland Hall Livestock Building	2	11:00AM	10:00PM	22	22	484
Charmin (outside Admin) Restrooms Grandstand East Paddock Tavern 1 <sup>st</sup> Aid/Guest Services Restrooms	4	11:00AM	10:00PM	44	22	968
Grandstand West Paddock 17 Hands Backstage Restrooms	4	11:00AM	10:00PM	44	22	968
Mission Tower Restrooms West Lawn Restrooms	2	11:00:AM	12:00AM	26	22	572
Infield Pavilion Restrooms Infield Pavilion Tables & Chairs	2	11:00AM	10:00PM	22	22	484
The Sound (2-Events)	2	11:30AM	5:30PM	12	2	24
Plaza de Mexico Tables, Chairs & Benches Paddock Tables, Chairs & Benches	2	11:00AM	12:00AM	26	22	572
Barcade/Backyard Bar Tables, Chairs & Benches Avenue Bar Tables, Chairs & Benches Coors Light Ave Stage Area Tables, Chairs & Benches Bings Bar Tables, Chairs & Benches	2	11:00AM	12:00AM	26	22	572
Concourse Picnic Tables Between Wyland & Activity Center Picnic Tables By Ambulance Parking Picnic Tables Infield Crossover Picnic Tables Durante Area by the pig races Picnic Tables Infield Stage Bleachers & Benches	2	11:00AM	12:00PM	26	22	572
The Grandstand Concert Restrooms	4	7:00PM	11:00PM	16	14	224
The Grandstand Concert Post-Concert Clean-Up Chairs, Ground, Etc.	10	4:00AM	11:00AM	70	14	980
<b>TOTAL HOURS</b>						<b>9,876</b>
<b>JANITORIAL SUPERVISOR LABOR SAMPLE</b>						

**EXHIBIT A  
SCOPE OF WORK**

AREA/BUILDING	# OF STAFF	START TIME	END TIME	TOTAL HRS DAILY	TOTAL FAIR DAYS	TOTAL HRS
Activity Center Restrooms O'Brien Gate O'Brien Hall Arena Complex Restrooms The Sound	1	11:00AM	12:00AM	13	22	286
Backside Housing Restrooms	1	8:00AM	8:00PM	12	28	336
Carnival Restrooms Exhibit Hall Restrooms Bing Crosby Hall Restrooms Mission Tower Restrooms West Lawn Restrooms	1	11:00AM	12:00AM	13	22	286
Wyland Hall Livestock Building Infield Pavilion Concourse Between Wyland & Activity Center By Ambulance Parking Infield Crossover Durante Area by the pig races Infield Stage	1	11:00AM	12:00PM	13	22	286
Charmin (outside Admin) Restrooms Grandstand East Paddock Tavern 1 <sup>st</sup> Aid/Guest Services Restrooms Grandstand West Paddock 17 Hands Backstage Restrooms The Grandstand Concert Restrooms	1	11:00AM	12:00PM	13	22	286
Plaza de Mexico Tables, Chairs & Benches Paddock Tables, Chairs & Benches Barcade/Backyard Bar Avenue Bar Coors Light Ave Stage Area Bings Bar	1	11:00AM	12:00AM	13	22	286
The Grandstand Concert Post-Concert Clean-Up Chairs, Ground, Etc.	1	4:00AM	11:00AM	7	14	98
				<b>TOTAL HOURS</b>		<b>1,864</b>



**EXHIBIT A  
SCOPE OF WORK**



Sample Trash Laborer Graveyard Shift						
AREA/ BUILDING	# OF STAFF	START TIME	END TIME	TOTAL HRS DAILY	TOTAL FAIR DAYS	FAIR HRS
Fairgrounds	22	11:00PM	7:30AM	176	22	3,872
<b>TOTAL DAILY PEOPLE</b>	<b>22</b>	<b>TOTAL DAILY HOURS</b>		<b>176</b>	<b>22</b>	<b>3,872</b>

Trash Laborer Supervisor Graveyard Shift						
AREA/ BUILDING	# OF STAFF	START TIME	END TIME	TOTAL HRS DAILY	TOTAL FAIR DAYS	FAIR HRS
Fairgrounds	1	11:00PM	7:30AM	8	22	176
<b>TOTAL DAILY PEOPLE</b>	<b>1</b>	<b>TOTAL DAILY HOURS</b>		<b>8</b>	<b>22</b>	<b>176</b>

Sample Trash Laborer Day / Swing Shift Schedules

**EXHIBIT A  
SCOPE OF WORK**

AREA/BUILDING	# OF STAFF	START TIME	END TIME	TOTAL HRS DAILY	TOTAL FAIR DAYS	FAIR HRS
Zone 1 Fairgrounds Wednesday & Thursday	1	11:00AM	7:30PM	8	22	176
Zone 1 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	2	11:00AM	7:30PM	16	22	352
Zone 2 Fairgrounds Wednesday & Thursday	2	11:00AM	7:30PM	16	22	352
Zone 2 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	3	11:00AM	7:30PM	24	22	528
Zone 3 Fairgrounds Wednesday & Thursday	2	11:00AM	7:30PM	16	22	352
Zone 3 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	3	11:00AM	7:30PM	24	22	528
Zone 4 Fairgrounds Wednesday & Thursday July 3, July 4th	1	11:00AM	7:30PM	8	22	176
Zone 4 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	2	11:00AM	7:30PM	16	22	352
Zone 5 Fairgrounds Wednesday & Thursday July 3, July 4th	1	11:00AM	7:30PM	8	22	176
Zone 5 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	2	11:00AM	7:30PM	16	22	352
Zone 1 Fairgrounds Wednesday & Thursday July 3, July 4th	2	2:30PM	11:00 PM	16	22	352
Zone 1 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	4	2:30PM	11:00 PM	32	22	704
Zone 2 Fairgrounds Wednesday & Thursday July 3, July 4th	3	2:30PM	11:00 PM	24	22	528

**EXHIBIT A  
SCOPE OF WORK**

Zone 2 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	6	2:30PM	11:00 PM	48	22	1,056
Zone 3 Fairgrounds Wednesday & Thursday July 3, July 4th	3	2:30PM	11:00 PM	24	22	528
Zone 3 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	6	2:30PM	11:00 PM	48	22	1,056
Zone 4 Fairgrounds Wednesday & Thursday July 3, July 4th	2	2:30PM	11:00 PM	16	22	352
Zone 4 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	3	2:30PM	11:00 PM	24	22	528
Zone 5 Fairgrounds Wednesday & Thursday July 3, July 4th	2	2:30PM	11:00 PM	16	22	352
Zone 5 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	4	2:30PM	11:00 PM	32	22	704
<b>TOTAL DAILY PEOPLE</b>		<b>TOTAL DAILY HOURS</b>		<b>528</b>	<b>22</b>	<b>9,504</b>

Trash Laborer Supervisor Day / Swing Shift Schedules						
AREA/BUILDING	# OF STAFF	START TIME	END TIME	TOTAL HRS DAILY	TOTAL FAIR DAYS	FAIR HRS
Zone 1 & 2 Fairgrounds Wednesday & Thursday	1	11:00AM	7:30PM	8	22	176
Zone 1, & 2 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	1	2:30PM	11:00 PM	8	22	176
Zone 3, 4, & 5 Fairgrounds Wednesday & Thursday	1	11:00AM	7:30PM	8	22	176
Zone 3, 4, & 5 Fairgrounds Friday, Saturday, Sunday July 3, July 4th	1	2:30PM	11:00 PM	8	22	176
<b>TOTAL DAILY PEOPLE</b>	<b>4</b>	<b>TOTAL DAILY HOURS</b>		<b>32</b>	<b>22</b>	<b>704</b>

FORM F-31  
Revised 8/19

**FAIRTIME AND INTERIM EVENT  
RENTAL AGREEMENT**

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

1. Association hereby grants to the Renter the right to occupy the space(s) known as Kid Zone & Fun Zone, located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on 6/7/2023 and ends on 7/4/2023. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which the Renter took possession.
3. The purposes of the occupancy shall be limited to Flying Jumbo- 4 Credits (KZ), Monster Trucks - 4 Credits (KZ) Puppy Roll - 4 Credits (KZ) Rockin Rodeo - 4 Credits (KZ) Silly Seas 2 - 4 Credits (KZ) Survivor Island - 4 Credits (KZ) Dodgem - 5 Credits (FZ) Endeavor - 6 Credits (FZ) Free Style - 5 Credits (FZ) Fun Factory - 5 Credits (FZ) Carousel - 4 Credits (FZ) Haunted Mansion - 5 Credits (FZ) Konga - 5 Credits (FZ) Rave Wave - 7 Credits (FZ) Remix II - 5 Credits (FZ) Surf Shack 4 Credits (FZ) Wild River - 6 Credits (FZ) Zero Gravity - 5 Credits (FZ) Zipper - 5 Credits (FZ) **Twister- 6 Credits (FZ)** and shall be for no other purpose whatsoever.
4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: 48% of gross revenue
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property,

FORM F-31  
Revised 8/19

**FAIRTIME AND INTERIM EVENT  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22<sup>nd</sup> District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and Helm and Sons, ("Renter"). Association and Renter may collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as Kid Zone & Fun Zone, located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on 6/7/2023 and ends on 7/4/2023. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which the Renter took possession.
3. The purposes of the occupancy shall be limited to Beach Party - 4 Credits (KZ), Dreamland - 4 Credits (KZ) Grand Carousel - 4 Credits (KZ) Hyper Drive - 4 Credits (FZ) Medusa - 9 Credits (FZ) Olympic Bob - 6 Credits (FZ) Spin Move - 4 Credits (FZ) Wave Swinger - 5 Credits (FZ) **Super Shot -6 Credits (FZ)**

and shall be for no other purpose whatsoever.

4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: 48% of gross revenue
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

**FORM F-31**  
**Revised 8/19**

**FAIRTIME AND INTERIM EVENT  
 RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is by and between the 22<sup>nd</sup> District Agricultural Association, ("Association"), commonly known as the San Diego County Fair, ("Fairgrounds"), and Big T Toys & Sports, ("Renter"). Association and Renter may collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as Game Locations on Midway, located on the Fairgrounds at 2260 Jimmy Durante Blvd, Del Mar, CA 92014, ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
2. The terms of this Agreement begin on 6/7/2023 and ends on 7/4/2023. Renter shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which the Renter took possession.
3. The purposes of the occupancy shall be limited to Line Up Water Race 45 x 12 - Line Up (8) Credits (FZ), Hoops Basketball - 20 x 18 Line Up (8) Credits (FZ) Soccer - 32 x 16 Line Up (8) Credits (FZ) Break A Plate - 16 x 16 Center (8) Credits (FZ) Goblet - 16 x 16 Center (8) Credits (FZ) Ring A Duck - 16 x 16 Center (8) Credits (FZ)

and shall be for no other purpose whatsoever.

4. Renter shall pay Association for the rights and privileges hereby granted, the amounts and in the manner set forth: 30% of gross revenue
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: Scanner Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.
7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall defend, indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property,

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

AGREEMENT NUMBER <b>SPO-23-061-19</b>
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1. This Agreement is entered into between the State Agency and the Sponsor named below:

STATE AGENCY'S NAME <b>22<sup>nd</sup> District Agricultural Association</b>
SPONSOR'S NAME <b>ProLine Image on behalf of O'Reilly Automotive Stores, Inc.</b>

2. The term of this Agreement is: **June 7, 2023 -- July 10, 2025**

3. The amount of this Sponsorship Agreement is: **\$108,000.00**



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

**Exhibit A -- Sponsorship Terms**

**Exhibit B -- Insurance Requirements**

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

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

SPONSOR		California State Use Only  <input checked="" type="checkbox"/> Exempt: Sponsorship  I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER  _____ Date
SPONSOR'S NAME ProLine Image on behalf of O'Reilly Automotive Stores, Inc.		
BY (Authorized Signature) 	DATE SIGNED 5/5/23	
PRINTED NAME AND TITLE OF PERSON SIGNING Steve Miller		
ADDRESS P.O. Box 231567, Encinitas, CA 92023		
STATE OF CALIFORNIA		
AGENCY NAME 22 <sup>nd</sup> District Agricultural Association		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Carlene Moore, CEO/General Manager		
ADDRESS 2260 Jimmy Durante Blvd Del Mar, CA 92014-2216		

CONTRACTS MANAGER

MARKETING MANAGER

*RM*

**SPO-23-061-19**

**ProLine Image on behalf of O'Reilly Automotive Stores, Inc.**

**Exhibit A - Sponsorship Terms**

**2023, 2024 & 2025 San Diego County Fairs**

1. This will confirm the terms and conditions to which O'Reilly Auto Parts has agreed in becoming a Sponsor of the 2023, 2024 & 2025 San Diego County Fairs produced by the 22nd District Agricultural Association of the State of California. The total cost of this sponsorship is \$108,000.00.
2. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than May 15, 2023.
3. Sponsor shall make payment of the sponsorship in total when the agreement is signed, or no later than on the following schedule: a \$36,000 payment on June 1<sup>st</sup> 2023. A \$36,000 payment on June 1<sup>st</sup> 2024 and a \$36,000 payment on June 1<sup>st</sup> 2025.
4. Sponsor shall not enter into any third-party promotions at the Fair without prior written authorization from District.
5. Without the prior written consent of the District, this agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
6. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, and their respective agents, directors, and employees (collectively the "District") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the District. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
7. This Agreement does not constitute a partnership, joint venture or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this agreement shall act in an independent capacity and not as officers or employees or agents of the District or the State of California.
8. Where the terms of this Agreement or District's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor's documents, both parties agree that the terms set forth in District's documents shall supersede and take precedence over Sponsor's proposal or Sponsor's documents.
9. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations or other variations of the terms of this agreement shall be valid unless made in writing and signed by the parties.
10. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
11. In the event the Sponsor breaches the terms of this agreement, the District shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this agreement, including attorney's fees.
12. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive agreement. The parties also expressly acknowledge and agree that the District may enter into agreements with other Sponsors offering the same or similar services or products during the term of this Agreement.
13. The District reserves the sole and exclusive right to terminate this agreement, with or without cause, upon thirty (30) calendar days written notice to Sponsor.



14. If, during the performance of this agreement, a dispute arises between the Sponsor and the District, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident giving rise to the dispute, submit a written statement to District. A decision by the District, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements herein without interruptions during the dispute period.
15. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by District to be inappropriate or detrimental to the interests of the District, it is agreed that the District may immediately terminate this agreement.
16. It is understood and agreed that neither the District nor Sponsor shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure constitute default or breach of contract, if such delay or failure is caused by "Force Majeure." For purposes of this agreement, Force Majeure includes, but is not limited to, acts of God (such as earthquakes, floods, wildfires, hurricanes, volcanic eruptions, and other natural disasters that render performance impossible), war, riots, acts of public enemy, labor disputes that result in work stoppage, epidemics, pandemics, and governmental restrictions, appropriations, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault attributable to and beyond the control of the party obligated to perform (except financial inability). Further, if either District or Sponsor will be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. If by reason of Force Majeure, performance is rendered impossible even if the period for performance is extended, this Agreement shall terminate. Except for delay or failure in performance caused by "Force Majeure," nothing in this Paragraph shall excuse Sponsor from prompt payment of any rent or any other charge required of Sponsor. Except as otherwise provided in this section or elsewhere in this Agreement or unless due by default of the District, if Sponsor shall for any reason fail to occupy the District, no refund shall be made of any amounts paid by Sponsor to the District hereunder.
17. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
18. The San Diego County Fair is a non smoking event. Smoking is only allowed in designated areas. Please ensure that all sponsor's employees, agents and vendors comply with this policy.
19. **Responsibilities of Sponsor:**
  - a. Provide O'Reilly logo artwork upon request.
  - b. Provide all O'Reilly banners and pennants to be used at the Fair.
  - c. Staff and maintain the booth on mutually decided weekend of the Fair.
  - d. Provide examples of all materials or promotional items to be distributed at the booth.
  - e. Provide O'Reilly's TV spots for the jumbo trons.
  - f. Display at all San Diego O'Reilly stores both the counter cards and coupons for the mid week special ticket offer.
20. **San Diego County Fair**
  - a. Provide co-sponsorship of Dias de la Familia which is every Sunday of the Fair.
    1. Include the O'Reilly name and/or logo in all media that promotes either Dia de la Familia or the Hispanic concerts placed by the Fair after the signing of this agreement.
    2. Place two (2) 3' x 8' banners on main stage for each Hispanic concert.
    3. Play O'Reilly spots on the grandstand stage Jumbotrons before every Hispanic show

4. Provide twenty (20) reserved seats to each Hispanic concerts.
  5. Include the O'Reilly's logo on the Fair's website where the Hispanic concerts are listed.
  6. Include the O'Reilly logo at the entrance signage at each of the three main gates every Sunday.
- b. Provide a Fair Admission ticket promotion: currently structured as 2 tickets for \$25, Wednesdays and Thursday only. These coupons will only be available at participating O'Reilly stores. 2024 and 2025 offers will be decided by the District.
  - c. Include this offer in any media, including one (1) sponsored social media post, and e-blasts that promote discounts and include information on the Fair's website
  - d. Provide an O'Reilly's logo and URL on the Fair's website.
  - e. Place four (4) 3' x 8' banners prominently displayed within the main part of the Fair.
  - f. Provide a minimum of four (4) spots per day on the Fair's Jumbotrons (no sound, caption only).
  - g. Provide one weekend of booth activation: location and dates TBD but no larger than 10x20.
  - h. Provide three hundred twenty-five (325) Fair admission tickets.
  - i. Provide fifty (50) single day parking tickets.
  - j. Provide two (2) season track parking passes.

## ITEM 4, MANAGEMENT REPORT

August 2023

### Review of Contracts to be Executed per Delegated Authority

#### Standard Agreements, up to \$50,000

Contract #	Contractor	Purpose	Acquisition Method	Term	Amount
23-025	Rudi Stockalper Fertilizer Service	Wood shaving recycling	Sole Source	6/1/23 – 7/30/23	<u>\$13,500.00</u>
23-044	Blast Off Power Wash	Fairgrounds power washing	Sole Source	5/30/23 – 10/31/23	<u>\$22,660.00</u>
23-044 AM1	Blast Off Power Wash	Fairgrounds power washing	Sole Source	5/30/23 – 10/31/23	<u>\$49,955.00</u>
23-046	A-1 Hydraulic	Trash compacting	Sole Source	6/5/23 – 10/31/23	<u>\$10,750.00</u>
23-047	Fair-ly Decent Promotions	Social Media Services	Categorical Exemption	5/11/23 – 8/3/23	<u>\$5,750.00</u>
23-049	New Leaf Biofuel	Used oil collection	Revenue	6/7/23 – 7/4/23	<u>\$5,000.00</u>
23-050	Cibola Systems Corp	Strategic Planning Consultant	Categorical Exemption	5/10/23 – 4/30/24	<u>\$30,000.00</u>
23-051	City of San Diego	AED Program – Project Heartbeat	Interagency	6/1/23 – 5/31/25	<u>\$4,999.00</u>
23-052	EDCO Disposal	Fairtime waste disposal	Sole Source	6/7/23 – 7/7/23	<u>\$10,000.00</u>
23-053	San Diego College of Continuing Education ETI	Civilian traffic control training	Categorical Exemption	5/24/23 – 6/30/23	<u>\$20,000.00</u>
23-055	Fred Greaves	Fair Photography	Categorical Exemption	6/7/23 – 7/4/23	<u>\$31,350.00</u>
23-056	Torrey Pines High School Foundation	Parking access	Categorical Exemption	6/7/23 – 7/5/23	<u>\$4,622.64</u>
23-062	Jag Tag Enterprises	Communication Training	Categorical Exemption	8/1/23 – 10/31/23	<u>\$5,000.00</u>
23-067	James Coleman	2024 Fair Logo Design	Categorical Exemption	7/24/23 – 8/24/23	<u>\$2,280.00</u>
<b>Contracts Still In Progress – Not Included</b>					
23-063	Jag Tag Enterprises	Executive Coaching	Categorical Exemption	8/1/23 – 1/31/24	<u>\$10,000.00</u>
23-064	Leadership Enthusiast	2023 Fair debrief facilitation	Categorical Exemption	8/1/23 – 9/30/23	<u>\$8,000.00</u>
23-065	Activate Human Capital Group	Employee Engagement Survey – temp & seasonal	Categorical Exemption	5/1/23 – 12/31/23	<u>\$45,000.00</u>
23-066	Global Door	Roll-up Door Repair	Public Exigency	STILL IN PROGRESS	<u>\$5,392.00</u>

## Revenue Contracts, up to \$250,000 and less than one year

<b>Sponsorship Agreements</b>				
<b>Contract #</b>	<b>Contractor</b>	<b>Summary</b>	<b>Term</b>	<b>Amount</b>
SPO-23-049-19	Cigma, Inc	Cigma will have a number of booths selling hair appliances, Tens units and massage guns.	6/7/23 - 7/4/23	\$123,500 cash
SPO-23-007-19	The San Diego Union Tribune	The UT returns as sponsor of the information booths and co-sponsor of Sundays	6/7/23 - 7/4/23	\$85,000 cash-in-kind

<b>Event Agreements</b>				
<b>Contract #</b>	<b>Contractor</b>	<b>Event Name</b>	<b>Term</b>	<b>Rental Fee</b>
24-4002	Nilforushan Equisport Event	Seaside Equestrian Tour	12-19/23-4/4/24	\$294,840
24-4003	Goodguy Enterprises, Inc	Goodguys Del Mar Nationals	4/2-8/2024	\$64,230
24-4011	Westward Expos	Home & Garden Show	1/24-29/2024	\$8,140
24-4012	San Diego Cat Fanciers	San Diego Cat Fanciers	1/26-28/2024	\$9,020
24-4013	ATA Internationals	ATA Taekwondo tournament	2/1-3/2024	\$8,040
24-4014	Silver Bay Kennel Club	Silver Bay Dog Show	2/21-25/2024	\$40,2060
24-4015	FJS Productions	The Great Junk Hunt	2/29-3/2/2024	\$9,680
24-4016	Family Wine Makers	Wine Tasting	3/8-10-2024	\$7,700
24-4017	Tiny Fest, LLC	TinyFest California	3/13-18/2024	\$12,360
24-4018	Gem Faire Incorporated	Gem Faire	2/28-3/3/2024	\$13,530
24-4019	Jiu Jitsu World League, LLC	Jiu Jitsu Tournament	4/12-14/2024	\$10,120

## Expense Contracts, less than \$50,000 and less than one year

<b>2023 San Diego County Fair Judging Agreements</b>				
<b>Contract #</b>	<b>Contractor</b>	<b>Summary</b>	<b>Term</b>	<b>Amount</b>
23-48J	Travis Hoffman	Livestock	June 8 - 11, 2023	\$2,496.00
23-50J	Drew Lobenstein	Livestock	June 9 & 10, 2023	\$870.30
23-51J	Lisa Shepard	Jr/Open Dairy Goats	June 14 - 16, 2023	\$1,000.00
23-52J	Emily Morgan	Livestock	June 15 - 18, 2023	\$2,277.65
23-53J	Joey Airoso	Livestock	June 16 & 17, 2023	\$1,045.84
23-54J	Kamden Urban	Livestock	June 21 - 23, 2023	\$2,270.85
23-55J	Jesse Henson	Livestock	June 22 & 23, 2023	\$1,584.45
23-56J	Braeton Kimble	Livestock	June 21 & 22, 2023	\$1,538.60
23-57J	Will Shelby	Livestock	June 22, 2023	\$1,184.25
23-58J	Bryana Jordan	Poultry Health Inspector	June 18 & July 1, 2023	\$145.85
23-59J	Conor Keegan	Livestock	June 18, 2023	\$644.75
23-60J	Allen Mesick	Livestock	June 18, 2023	\$448.25
23-61J	Jake Parnell	Livestock	June 24, 2023	\$5,000.00
23-62J	Jim Weseloh	Livestock	June 29 & July 1, 2023	\$1,508.50
23-63J	Harvey Pool	Livestock	July 2 & 3, 2023	\$1,508.00
23-64J	Denise Aragon	Livestock	June 29 & 30, 2023	\$1,715.45
23-65J	Manny Antonacci	Livestock	June 30 & July 1, 2023	\$1,538.95
23-66J	Shelby Gough	Livestock	July 4, 2023	\$396.65

**2023 San Diego County Fair Judging Agreements (continued)**

<b>Contract #</b>	<b>Contractor</b>	<b>Summary</b>	<b>Term</b>	<b>Amount</b>
23-67J	Armando Cabrera	Livestock	June 15 & 16, 2023	\$989.51
22-68J	Allen Barr	Livestock	June 22 & 23, 2023	\$778.60
23-69J	Eric Kutch	Livestock	July 2 & 3, 2023	\$1,258.06
23-70J	Jeremiah Perotti	Master Showmanship - Swine	June 25, 2023	\$100.00
23-71J	Alyssa Zolman	Master Showmanship - Dairy Cattle	June 25, 2023	\$100.00
23-72J	Audrey Greenwood	Master Showmanship - Dairy Goats	June 25, 2023	\$100.00
23-73J	Malia Arpon	Master Showmanship - Market Goats	June 25, 2023	\$100.00
23-75J	Candice Ivy	Master Showmanship - Sheep	June 25, 2023	\$100.00
23-76J	Lenny Schudar	Dog Show - Showmanship	June 14, 2023	\$200.00
23-77J	Pat Wisler	Dog Show - Rally	June 14, 2023	\$200.00
23-78J	Rick Shudar	Dog Show - Long Sits & Downs	June 14, 2023	\$200.00
23-79J	Alexandra Hooper	Dog Show - Obedience	June 14, 2023	\$200.00
23-80J	Debbie Sennet	Dog Show - Steward	June 14, 2023	\$200.00
23-82J	Kirsten Benegas	Dog Show - Steward	June 14, 2023	\$200.00
23-84J	Pat Whisler	Round Robin Showmanship - Dog	July 3, 2023	\$100.00
23-85J	Rachel Bradley	Round Robin Showmanship - Cavy	July 3, 2023	\$100.00
23-86J	Mary Bradley	Round Robin Showmanship - Rabbits	July 3, 2023	\$100.00
23-88J	Christian Diaz	Round Robin Showmanship - Poultry	July 3, 2023	\$100.00
23-89J	Tobin Weight Carter	Round Robin Showmanship	July 3, 2023	\$100.00
23-90J	Mike Carter	Round Robin Showmanship	July 3, 2023	\$100.00
23-93J	Linda Clark	Rose Judge	June 7 - 30, 2023	\$500.00
23-94J	Walt Meier	Gladiola Judge	June 7 - 30, 2023	\$500.00
23-95J	Sharon Tooley	Flower Show Judge	July 1, 2023	\$500.00
23-96J	Glenn Jensen	Bonsai Judge	June 13, 2023	\$100.00
23-97J	Fred Miyahara	Bonsai Judge	June 13, 2023	\$100.00
23-98J	Mark Edgar	Bonsai Judge	June 13, 2023	\$100.00
23-99J	Lena Shiroma	Orchid Judge	June 6 - July 2, 2023	\$500.00
23-100J	Myrna Cadena	Poultry Health Inspector-Jr./Op. Breeding Show	June 12, 2023	\$189.30

**Individual Project Agreements (IPA) with California Construction Authority (CCA)**

<b>Contract #</b>	<b>Purpose</b>	<b>Date of Agreement</b>	<b>Amount</b>
022-023-031 AM1	DMTC HVAC Project	3/21/23	\$29,572.50
022-23-046	Asphalt and Concrete Repair	5/8/23	\$1,100,000.00

**Expense Contracts, less than \$50,000 and less than one year**

<b>2023 San Diego County Fair Agriculture &amp; Education / Entertainment Agreements</b>				
<b>Contract #</b>	<b>Contractor</b>	<b>Description</b>	<b>Dates</b>	<b>Amount</b>
23-1108	Star Work Events	Music Entertainment	June 7 – July 4	\$2,500.00
23-1109	Paging the 90's	Music Entertainment	June 7 – July 4	\$600.00
23-1110	Cappo Kelley	Music Entertainment	June 7 – July 4	\$300.00
23-1111	ZNORA	Music Entertainment	June 7 – July 4	\$300.00
23-1112	Menny Flores	Music Entertainment	June 7 – July 4	\$800.00
23-1113	Jehlad	Music Entertainment	June 7 – July 4	\$500.00
23-1114	Voyager3	Music Entertainment	June 7 – July 4	\$300.00
23-1115	Grooveline SD	Music Entertainment	June 7 – July 4	\$1,500.00
23-1116	Drivin the Bus	Music Entertainment	June 7 – July 4	\$400.00
23-1117	Ron Bocian	Music Entertainment	June 7 – July 4	\$2,400.00
23-1118	Brian Jones Rock N Roll Revival	Music Entertainment	June 7 – July 4	\$200.00
23-1119	The Gravities	Music Entertainment	June 7 – July 4	\$250.00
23-1120	Path Precision Enterprises dba FIREnICE Entertainment	Walk Around Entertainment	June 7 – July 4	\$21,525.00
23-1215	Chula Vista Emblem Club #415	Help with Student Showcase entry in-take, Flower Show build-out, Homemade and Fine Arts help w tear-down Livestock, help with setting up and taking down pens.	May 8 – July 8	\$4,100.00
23-1216	Daughters of the Nile	Help with Student Showcase intake.	May 21 – May 27	\$575.00
23-1217	Echo Athletic	Provide games and emcee duties during the 2023 Beer Festival	June 30 – July 1	\$600.00

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-025</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #: 600-100-60</b>
-----------------------------------	--

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

Rudi Stockalper Fertilizer Service, Inc.

2. The term of this Agreement is:

START DATE

June 1, 2023

THROUGH END DATE

July 30, 2023

3. The maximum amount of this Agreement is:

\$13,500.00

Thirteen 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	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

**CONTRACTOR**

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

Rudi Stockalper Fertilizer Service, Inc.

CONTRACTOR BUSINESS ADDRESS

PO Box 833

CITY

Ramona

STATE

CA

ZIP

92065

PRINTED NAME OF PERSON SIGNING

Debra Hogervorst


TITLE

Secretary

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Jun 1, 2023

  
Debra Hogervorst (Jun 1, 2023 15:21 PDT)

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-025	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600-100-60
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**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



Carlene Moore (Jun 5, 2023 13:08 PDT)

DATE SIGNED

Jun 5, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1



**EXHIBIT A  
SCOPE OF WORK**

1. Rudi Stockalper Fertilizer Services, 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:
  - a. Contractor shall provide pickup and recycling of wood shavings used as bedding in the horse stalls during the 2023 San Diego County Fair. The San Diego County Fair takes place from June 7<sup>th</sup> through July 4<sup>th</sup>. The San Diego Fair is closed to the public on Mondays and Tuesdays, with the exception of July 3<sup>rd</sup> and 4<sup>th</sup>.
  - b. Services shall be provided three (3) times a week, with the exception of June 7<sup>th</sup> through June 18<sup>th</sup>, on which daily horse show events occur. From June 7<sup>th</sup> through June 18<sup>th</sup> services shall be provided daily upon the close of each horse show event, and on an as needed basis depending upon District's prior preparation of the materials.
  - c. Contractor shall provide a tractor, on-site, for the removal of the wood shavings. **The tractor shall remain on-site.** A qualified operator shall be provided by Contractor to operate the tractor.
  - d. Contractor agrees to dispose of all generated waste in accordance with State and local laws and regulations.
  - e. Contractor must maintain all certificates or licenses as required by State and Local laws to handle, haul, and recycle the wood shavings. Contractor agrees that all removed materials **MUST** be recycled (taken to a facility for recycling purposes only) and **NOT** disposed of or taken to a landfill. Any legal action and/or legal costs or fines resulting from Contractor's improper disposal, transport, or handling of materials will be the sole and absolute responsibility of the Contractor.
  - f. Contractor agrees to provide the services outlined in this Agreement for a **rate of \$630.00 per load or \$9.00 per yard** with a total estimated contract amount not to exceed \$13,500.00, including labor, materials, equipment, transportation, removal, loading, unloading, disposal, taxes, and fees.
2. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Rudi Stockalper Fertilizer Services, Inc.
Name: Amy Billburg	Name: Debra Hogervorst
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: PO Box 833 Ramona, CA 92065
Phone: 858-792-4217	Phone: 760-801-5664
e-mail: <a href="mailto:abillburg@sdfair.com">abillburg@sdfair.com</a>	e-mail: <a href="mailto:rsfsinc@gmail.com">rsfsinc@gmail.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.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-044</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #: 600100-10</b>
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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

John Rowles dba blast-Off Power Wash

2. The term of this Agreement is:

START DATE

May 30, 2023

THROUGH END DATE

October 31, 2023

3. The maximum amount of this Agreement is:

\$22,660.00

Twenty Two Thousand Six Hundred Sixty Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

John Rowles dba blast-Off Power Wash

CONTRACTOR BUSINESS ADDRESS

1707 Elevado Rd

CITY

Vista

STATE

CA

ZIP

92084

PRINTED NAME OF PERSON SIGNING

John Rowles

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

*John Rowles*

John Rowles (May 22, 2023 12:58 PDT)

DATE SIGNED

May 22, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-044	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-10
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**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



Carlene Moore (May 22, 2023 18:11 PDT)

DATE SIGNED

May 22, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 5 PAGES

AGREEMENT NUMBER

23-044

AMENDMENT NUMBER

AM1

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

John Rowles dba blast-Off Power Wash

2. The term of this Agreement is:

START DATE

May 30, 2023

THROUGH END DATE

October 31, 2023

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

\$49,955.00

Forty Nine Thousand Nine Hundred Fifty 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 add to the power washing areas, increase labor hours and total contract amount. The Scope of Work (Exhibit A) and the Budget Detail and Payment Provisions (Exhibit B) have been revised and replaced in their entirety. Revisions are formatted as bold and underlined font for additions and strikethrough font for deletions.

The maximum amount of this Agreement is hereby increased by \$27,295.00, bringing the new maximum agreement amount to \$49,955.00.

Amendment Effective Date: June 21, 2023

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.)

John Rowles dba blast-Off Power Wash

CONTRACTOR BUSINESS ADDRESS

1707 Elevado Rd

CITY

Vista

STATE

CA

ZIP

92084

PRINTED NAME OF PERSON SIGNING

John Rowles

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Jun 30, 2023

John Rowles (Jun 30, 2023 13:52 PDT)

**EXHIBIT A  
 SCOPE OF WORK**

**1. SERVICES OVERVIEW**

Blast Off Power Washing, hereinafter referred to as the Contractor, agrees to provide to the 22nd District Agricultural Association Del Mar Fairgrounds, hereinafter referred to as District, with services as described herein:

- A. The Contractor shall provide power washing services outlined below to support the San Diego County Fair (SDCF) and other events as requested.
- B. Services shall include, but not be limited to, power washing asphalt and concrete areas identified on the highlighted maps (see Section 3) during the run of the SDCF, post the fair, and providing power washing services throughout the year, as requested.
- C. The services shall be performed at the District located at 2260 Jimmy Durante Blvd., Del Mar, CA 92014.
- D. The services shall be provided 5-days per week for the run of the SDCF, which for 2023 will run from June 7<sup>th</sup> through July 4<sup>th</sup>. In addition, services will be needed 1-week post fair and may be requested for pre-Fair power washing services and/or other power washing services throughout the year.
- E. The project representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	JR Blast Off Power Wash
Name: Lewis Hughes, Facilities Director	Name: John Rowles
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 1707 Elevado Rd Vista, CA 92084
Phone: 858-792-4285	Phone: 760-940-1146
Email: <a href="mailto:lhughes@sdfair.com">lhughes@sdfair.com</a>	Email: <a href="mailto:blastoffpowerwash5@gmail.com">blastoffpowerwash5@gmail.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. Background and Goals**

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

The San Diego County Fair is open to the public and runs for twenty-two (22) days in 2023, utilizing the entire Fairgrounds property. The San Diego Fair takes place from June 7<sup>th</sup> through July 4<sup>th</sup> in 2023 and will run for 20-25 days in subsequent years, at approximately a similar date range. The San Diego Fair is closed to the public on

## EXHIBIT A SCOPE OF WORK

Mondays and Tuesdays. Power washing is not required on Tuesdays and Wednesdays with the exception of Tuesday, July 4th at 1am as the Fair will be open to the public on Monday, July 3rd in 2023. Post-Fair power washing will be required approx. 1-week after the last day of the Fair (July 4th in 2023).

The estimated attendance during Fair-Time is approximately 1,000,000 patrons over twenty-two (22) days. The average attendance per day is approximately 45,000 patrons. Weekday attendance could be as low as 40,000 patrons per day and weekend days attendance could be as high as 70,000 patrons or more per day. Attendance varies depending on weather, entertainment, promotions, and day of the week. During the Fair, the District hosts various types of events and exhibits including agricultural education, concessions, festivals, concerts, animal shows, entertainment, sporting events, etc. It is the intention of the District to hire a Contractor to provide Power Washing Services for the run of the Fair, post-Fair, and optional power washing services available throughout the year, as requested.

### B. Tasks and Deliverables

- a. The contractor shall provide power washing on asphalt surfaces and concrete surfaces on the main through fare streets. See the attached map for locations.
- b. The contractor will provide all equipment and materials necessary to perform power washing.
  - Power sprayers should be adequate on asphalt.
  - Rotary power washers are required on the concrete surface at Plaza De Mexico.
- c. The District may request power washing during the pre-fair set-up or other times throughout the year.
- d. The contractor shall provide an adequate number of staff, equipment, and materials to ensure the areas outlined on the map are clean and free of debris before 9:30am, the morning the power washing services are provided for Fair-time.
- e. Work Hours: The power washing should begin after 1:00AM and be completed by 6:00AM that same morning.
- f. The power washing cannot begin until after the trash has been removed and power sweeping is finished. The power washing can follow immediately behind the power sweeping truck.
- g. Contractor shall perform power washing with rotary washers on the concrete surface at Plaza De Mexico, **Paddock Entrance, Turf Club Entrance and their periphery concrete surfaces** ~~three (3)~~ **five (5)** nights per week for the run of the Fair ~~on Saturdays, Sundays, and Mondays,~~ beginning at 1:00am and completed by 6:00am the same day.
- h. **Power wash the Garden Show once (1), Mission Tower entrance stairs once (1), and Grandstand peripheral concrete sidewalks once (1).**

### EXHIBIT A SCOPE OF WORK

- i. Contractor shall perform power washing on asphalt each day the fair is open. The San Diego Fair is closed to the public on Mondays and Tuesdays. Power washing is required on Thursdays, Fridays, Saturdays, Sundays, and Mondays, beginning at 1:00am and completing by 6:00am the same day.

Note: The Fair will be open to the public on Monday, July 3rd in 2023, requiring power washing on Tuesday, July 4th at 1:00am.

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

Deliverables:

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

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

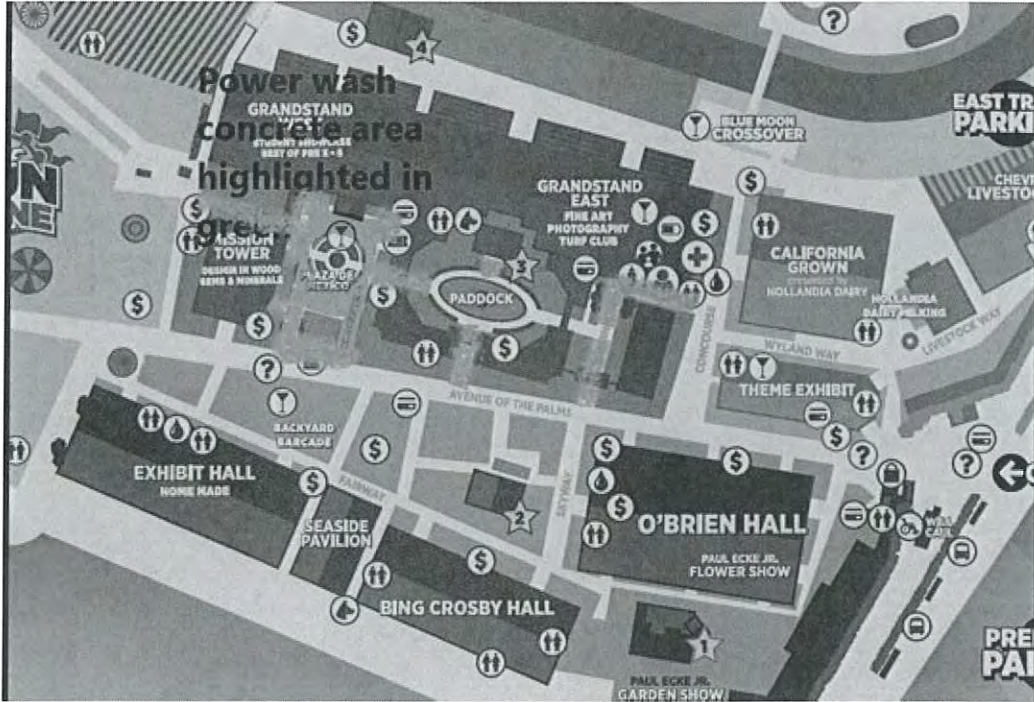
### 3. Power Washing Locations

#### a. Asphalt Map



**EXHIBIT A  
SCOPE OF WORK**

**b. Concrete map**





STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-046</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL ACCT #: 550100-10</b>
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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

Hydraulics Unlimited, Inc. dba A-1 Hydraulic Service, Inc.

2. The term of this Agreement is:

START DATE

May 23, 2023

THROUGH END DATE

July 23, 2023

3. The maximum amount of this Agreement is:

\$10,750.00

Ten Thousand Seven Hundred and Fifty Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	4
Exhibit D	30 Day Special Terms & Conditions	5
Exhibit D1	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Hydraulics Unlimited, Inc. dba A-1 Hydraulic Service, Inc.

CONTRACTOR BUSINESS ADDRESS 2100 Roosevelt Ave.	CITY National City	STATE CA	ZIP 91950
PRINTED NAME OF PERSON SIGNING Erick Mickelson	TITLE Owner		
CONTRACTOR AUTHORIZED SIGNATURE <u>Erick Mickelson</u> <small>Erick Mickelson (May 18, 2023 15:35 PDT)</small>	DATE SIGNED May 18, 2023		

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-046	PURCHASING AUTHORITY NUMBER (If Applicable) GL ACCT #: 550100-10
----------------------------	---

**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



Carlene Moore (May 26, 2023 15:58 PDT)

DATE SIGNED

May 26, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

1. Hydraulics Unlimited, Inc. dba A-1 Hydraulic Service, Inc. (hereinafter referred to as the Contractor) agrees to provide to the 22nd District Agricultural Association ("District/22<sup>nd</sup> DAA") / Del Mar Fairgrounds ("Fairgrounds") with compactor equipment rental services as described herein:
  - a. Contractor shall provide rental of three (3) Marathon 250 self-contained compactors with hydraulic power units set up with operator controls located on the power unit. Contractor shall ensure that both units are equipped with tri-color pressure gauges and wired for customers 3 phase power source. Rental period shall be 41 days.
  - b. The quantities and days are estimates only and they represent what the District anticipates it may require for the 2023 San Diego County Fair. The District does not guarantee the exact amount of quantities to be requested, the actual quantities may be more or less than estimated.
  - c. Contractor shall deliver, install, remove, and maintain (as necessary) compactors for the District. All delivered equipment is subject to the acceptance of District Management. Delivery includes: off-loading assembling, positioning, and installation of rental equipment.
  - d. Contractor shall transport self-contained compactors to customer site, place compactors, make electrical connection to District-supplied 3-phase disconnect within 8 feet of the control panel.
  - e. At termination of rental, after compactors have been emptied by District, Contractor shall remove all components and transport back to Contractor's storage yard.
  - f. Contractor shall complete all work outlined in this Agreement to the satisfaction of the District's Facilities Director or their designee.
  - g. Contractor shall provide prompt repair or replacement of any faulty equipment. District shall not pay for down time due to defective equipment.
  - h. Contractor acknowledges the inherent risk of normal wear and tear to Contractor's equipment as part of their operation. Therefore, Contractor shall not hold District liable for normal wear and tear to rental equipment, including cleaning and minor scratches. District will be responsible for equipment damage, due to District negligence or misuse of rental equipment.
  - i. Contractor agrees to comply with the requirements of the National Fire Protection Association's National Electrical Code and any applicable local ordinances.
  - j. 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 this Agreement shall create any contractual relationship between the District and any Subcontractor, or other person or organization having a direct contact with the

**EXHIBIT A  
 SCOPE OF WORK**

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.

- k. 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.
- l. Contractor shall have current licenses and certifications required by law to provide all services, and shall perform this work in accordance with all applicable laws and codes. Contractor shall provide District copies of licenses and certifications, such as applicable vehicle licensing, registration and insurance, within 48 hours, upon District's written request.
- m. The Del Mar Fairgrounds is located within environmentally sensitive wetlands. Therefore, Contractor must immediately repair or remove from District property any equipment/machinery that is leaking fluid (battery, coolant, diesel, gas, hydraulic, motor oil, power steering, transmission, etc.). Furthermore, Contractor shall dispose of/recycle of all waste according to State and local laws and regulations.
- n. The Contractor shall provide compactor rental services as specified above, including all costs for: labor, materials, equipment, insurance, maintenance, disposal, compliance, surcharges, taxes, delivery and overhead.
- o. District may request additional services. Contractor agrees to provide written confirmation of costs for approval by District Management, *prior* to the initiation of any *additional* compactor rental services.

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

22 <sup>nd</sup> District Agricultural Association	A-1 Hydraulic Service, Inc.
Name: Lewis Hughes, Interim Facilities Director	Attention: Erick Mickelson, Owner
Address: 2260 Jimmy Durante Blvd. Del Mar, CA 92014-2216	Address: 2100 Roosevelt Ave National City, CA 91950
Phone: 858-792-4285	Phone: (619) 474-8491
Email: <a href="mailto:lhughes@sdfair.com">lhughes@sdfair.com</a>	Email address: <a href="mailto:service@a-1hydraulicservice.com">service@a-1hydraulicservice.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.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-047

PURCHASING AUTHORITY NUMBER (If Applicable)

GL Account #: 600100-30

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

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Fair-ly Decent Promotions

2. The term of this Agreement is:

START DATE

May 11, 2023

THROUGH END DATE

August 03, 2023

3. The maximum amount of this Agreement is:

\$5750.00

Five Thousand Seven Hundred Fifty Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Fair-ly Decent Promotions

CONTRACTOR BUSINESS ADDRESS

4785 Niagara Ave

CITY

San Diego

STATE

CA

ZIP

92107

PRINTED NAME OF PERSON SIGNING

Payton Ryan

TITLE

Founder/Owner

CONTRACTOR AUTHORIZED SIGNATURE

*Payton Ryan*

DATE SIGNED

May 15, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-047	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-30
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**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



Carlene Moore (May 18, 2023 18:27 PDT)

DATE SIGNED

May 18, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

A. Fair-ly Decent Promotions, 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 the District, with services as described herein:

In coordination with the District's Chief Communications Officer and Marketing Director, the Contractor will develop social media content — including, but not limited to, original photos, videos, graphics, links, and text — for accounts maintained by the District for the purpose of promoting 2023 San Diego County Fair activities, events, and information.

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

C. The services shall be provided beginning May 11, 2023, and as needed through the 2023 San Diego County Fair, which runs from June 7 – July 4, 2023. A final report on activities undertaken is due to the District on or before August 15, 2023.

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

22 <sup>nd</sup> District Agricultural Association	Fair-ly Decent Promotions
Names: Tristan Hallman, Chief Communications Officer	Name: Payton Ryan, Owner/Founder
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 4785 Niagara Ave, San Diego, CA 92107
Phone: 858-792-4262	Phone: 541-815-1462
e-mail: <a href="mailto:thallman@sdfair.com">thallman@sdfair.com</a>	e-mail: <a href="mailto:payton@fairlydecentpromotions.com">payton@fairlydecentpromotions.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. Tasks and Deliverables

Task 1 – Project Management and Administration

The Contractor shall be responsible for the performance of tasks, and for the preparation of deliverables as specified in this Exhibit.

1.1 The Contractor shall provide all technical and administrative services as needed for Agreement completion, including monitoring, supervising, and reviewing all work performed. In addition, the Contractor shall coordinate budgeting and scheduling to ensure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations throughout Agreement term.

## EXHIBIT A SCOPE OF WORK

- 1.2 The Contractor shall ensure that the Agreement requirements are met through completion of weekly progress reports submitted to the District, and through regular communication with the District. The progress reports shall describe activities undertaken and accomplishments of each task, milestones achieved, and any problems encountered in the performance of the work under this Agreement.
- 1.3 The Contract shall conduct a final detailed post-event analysis of the social media services and campaign, delivered within 30 days of contract completion.
- 1.4 The contractor shall be responsible for providing social media services, including, but not limited to, the following:
  - Collaborating with the District on engaging social media campaign creation and posting, to the District's Facebook and Instagram pages, content and coverage that promotes the San Diego County Fair and meets the standards of the District.
  - Working with the District to create a social media content calendar during the San Diego County Fair.
  - Creating content for platforms and ensuring the content calendar is executed.
  - Monitoring responses, inquiries, and reactions to social media posts.
  - Responding appropriately to social media responses, inquiries, and reactions and elevate issues and questions of concern to the District.
  - Collaborating with District's advertising and public relations partners for media cross-promotion at the request and direction of the District.
  - Utilizing social analytics tools to inform future social media posts.
  - Using content to highlight and promote events, entertainment, sponsors, staff, vendors, and community participation in the San Diego County Fair.
  - Providing a team member from Fair-ly Decent Promotions to be on-site (as deemed necessary by District) beginning a minimum five 5 days prior to the San Diego County Fair to provide live coverage, posting, and content for future use. The District will provide reasonable accommodations such as parking, credentials, and workspace as needed.
  - Attending the Los Angeles County Fair with the District's employees to plan and produce content for the San Diego County Fair.
  - Building content library for later promotional use including professional photography of event, video clips in both 16:9 and 9:16, UGC-style content made for social, and a 'bloopers' folder. (This and all work produced by the Contractor will become District property but may be used for promotional purposes by the Contractor).



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

**3. PROGRESS REPORTS:**

- A. The Contractor shall submit to the District for approval the reports containing the results of the work performed in accordance with the schedule of this Exhibit.
- B. Not later than July 21, 2023 the Contractor shall submit to the District a copy of a draft report describing the work performed pursuant to this Exhibit for review and comment.
- C. Within two (2) weeks of receipt of the draft report, the District will submit final comments to the Contractor.
- D. Not later than August 15, 2023, the Contractor shall submit to the District for approval one (1) written final report, to be submitted electronically, containing the results of the work performed and addressing the comments submitted to the Contractor by the District.
- E. The report shall not be considered final until accepted and approved by the District.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-049

PURCHASING AUTHORITY NUMBER (If Applicable)

GL Account #: 490100-50

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

New Leaf Biofuel, LLC

2. The term of this Agreement is:

START DATE

June 7, 2023

THROUGH END DATE

July 4, 2023

3. The maximum amount of this Agreement is:

\$5,000.00

Five Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

New Leaf Biofuel, LLC

CONTRACTOR BUSINESS ADDRESS

2285 Newton Avenue

CITY

San Diego

STATE

CA

ZIP

92113

PRINTED NAME OF PERSON SIGNING

Jennifer Case

TITLE

President &amp; CEO

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

Jun 29, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-049	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 490100-50
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**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

Jun 30, 2023

  
Carlene Moore (Jun 30, 2023 10:58 PDT)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- A. New Leaf Biofuel, LLC, 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 containers and waste cooking oil collection and disposal for State's food service vendors during the 2023 San Diego County Fair, running from June 7, 2023 through July 4, 2023 (the fair will be closed Mondays and Tuesdays in June)

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

22 <sup>nd</sup> District Agricultural Association	New Leaf Biofuel, LLC
Name: Jason Warrenbug, Concessions Supervisor	Name: Gary Tanashian
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2285 Newton Avenue San Diego, CA 92113
Phone: 858-792-4208	Phone: 619-236-8588
e-mail: <a href="mailto:jwarrenburg@sdfair.com">jwarrenburg@sdfair.com</a>	e-mail: <a href="mailto:gary@newleafbiofuel.com">gary@newleafbiofuel.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. Tasks and Deliverables

- a. Contractor shall provide approximately one hundred (100), fifty-five (55) gallon, grease collection barrels (with lids) for the 2023 Fair food concessionaires at no charge to the State.
- b. Contractor shall perform a minimum of two (2) collections per week of used cooking oil and additional pick-ups as needed and/or requested at no charge to the state.
- c. Contractor shall document the amount collected at each pick-up time and provide the documentation and final totals to States Concessions Supervisor at the conclusion of the Fair.
- d. Contractor shall reimburse State at the rate of \$0.225, per gallon (Market Rate of \$0.30, per gallon minus twenty-five (25%) percent for moisture and insoluble content) of collected used cooking oil.
- e. Contractor agrees to provide collection containers and lids, waste cooking oil collection, disposal, and pumping services, at no charge to state.

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

- f. Contractor shall deliver and distribute the grease collection barrels on June 6, 2023, and collect all barrels no later than July 6, 2023
- g. Contractor must follow storm water pollution prevention requirements in accordance with Exhibit E, Preventing Storm Water Pollution

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-050

PURCHASING AUTHORITY NUMBER (If Applicable)

GL Account #:

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

Cibola Systems Corporation

2. The term of this Agreement is:

START DATE

May 10, 2023

THROUGH END DATE

April 30, 2024

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	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Cibola Systems Corporation

CONTRACTOR BUSINESS ADDRESS

180 S. Cypress Street

CITY

Orange

STATE

CA

ZIP

92866

PRINTED NAME OF PERSON SIGNING

Lisa Perrine

TITLE

Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

*Lisa Perrine*

Lisa Perrine (Jun 28, 2023 15:55 PDT)

DATE SIGNED

Jun 28, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-050	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #:
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**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

  
Carlene Moore (Jun 30, 2023 10:57 PDT)

DATE SIGNED

Jun 30, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
 SCOPE OF WORK**

**1. SERVICES OVERVIEW**

- A. Cibola Systems Corporation, 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 continue the strategic planning work that was begun in 2021 by engaging the Board of Directors to validate that work and visualize the journey to achieve the Strategic Plan and by engaging the Executive Team in setting priorities for the confirmed Strategic Plan and establishing an achievable timeline to implement the Plan.

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

22 <sup>nd</sup> District Agricultural Association	Cibola Systems Corporation
Name: Carlene Moore, CEO	Name: Lisa Perrine, CEO
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 180 S. Cypress Street Orange, CA 92866
Phone: 858-755-1161	Phone: 714-480-0272
e-mail: <a href="mailto:cmoore@sdfair.com">cmoore@sdfair.com</a>	e-mail: <a href="mailto:lperrine@cibolasystems.com">lperrine@cibolasystems.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. Board Engagement and Strategy Validation**

- Interviews: Individual board member interviews will introduce the strategy review process and explore member insights into the existing strategic goals. These interviews will be conducted virtually, and responses will be aggregated.
- Pre-work: Each board member will participate in three short conversations with stakeholders to explore community perceptions of the District's mission and vision, using prepared questions.
- Session One: The first working session will engage board members in affirming the District's 2021 mission and vision and identifying metrics to measure success.
- Session Two: The second working session will engage board members in creating a story that describes the District's strategic journey from the current state to the future vision.

**B. Leadership Team Engagement and Priority Timeline**

- Session One: The first working session will engage Leadership Team Members in a review of the SDCFEC vision and a dialogue regarding the gaps to achieve that vision.



**EXHIBIT A  
SCOPE OF WORK**

- Session Two: The second working session will engage Leadership Team Members in validating or modifying the 2021 strategic plan and prioritizing the elements to achieve the vision.
- Session Three: The third working session will engage Leadership Team Members in creating a new, achievable timeline to execute the strategy, and identifying ownership of each strategic plan element.

**C. Deliverables**

The strategic planning process will, through direction by executive management and the board’s Strategic Planning Committee, be customized to support optimized outcomes for the District’s Strategic Plan. Contractor’s deliverables will include the following:

Deliverable	Deliverable Due Date
Introduce process to board and leadership team members	August 9, 2023
Conduct eight board member interviews	September 30, 2023
Plan five working sessions and prepare content	September 30, 2023
Facilitate five working sessions	January 2024
Document session outcomes in graphical format	February 2024

*If due date falls on a Saturday, Sunday or State holiday, deliverables shall be due the following business day.*

**3. PROGRESS REPORTS:**

- A. Not later than October 20, 2023, and following each working session thereafter, during the life of this Agreement, the Contractor shall provide a written progress report to the District describing activities undertaken, accomplishment of milestones, and any problems encountered in the performance of the work under this Agreement, and delivery of intermediate products, if any.
- B. The Contractor shall submit to the District for approval the reports containing the results of the work performed in accordance with the schedule of this Exhibit.
- C. Not later than January 31, 2024, the Contractor shall submit to the District a copy of a draft report describing the work performed pursuant to this Exhibit for review and comment.
- D. Within four (4) weeks of receipt of the draft report, the District will submit final comments to the Contractor.
- E. Not later than March 31, 2024, the Contractor shall submit to the District for approval the final report containing the results of the work performed and addressing the comments submitted to the Contractor by the District.
- F. The report shall not be considered final until accepted and approved by the District.

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

An agreement between City of San Diego Fire-Rescue Department's (SDFD) Automatic External Defibrillator (AED)/Public Access Defibrillation (PAD) Program, San Diego Project Heart Beat, and 22<sup>nd</sup> DAA Del Mar Fairgrounds, 2260 Jimmy Durante Blvd, Del Mar, CA 92014-2216 ("Program Participant"), for the period beginning June 1, 2023 through May 31, 2025 (2yr).

This agreement will provide program management for 31 AED unit(s) on site.

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

**A. Service Activities.**

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

1. **PAD Program Management.** Services include: a) 24-hour AED Emergency Contact Service with a designated SDFD PAD Program staff member; b) electronic record keeping services to assure quality program management; c) in-service training on hands-only CPR and use of the AED (as can be scheduled with staff); d) Physician Medical Oversight; and e) the arrangement of this Service Level Agreement (SLA) and development of your AED maintenance account.

- a. **Cost of PAD Program Management:** Initial annual cost of \$150.00 for the first AED and \$25.00 for each additional AED, up to ten units. Subsequent annual reinstatement costs are \$100.00 for the first AED and \$25.00 for each additional AED, up to ten units. After ten AEDs, the price for PAD Program Management is \$10.00 per each additional AED unit.

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

- b. **Cost of Incident Management:** Incident Management services are provided at no additional fee Monday through Friday between the hours of 0600 hours and 1800 hours (normal business days/hours). All hours requested before or after normal business days/hours, including Saturday and Sunday, and all county recognized holidays, are payable at a rate of \$55.00 per hour. Incident Management will be invoiced for a minimum of two hours of service between 1800 hours to 0600 hours Monday through Friday and all hours Saturday and Sunday, as well as all County recognized holidays within San Diego County limits.

Revised 04/2020

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A cost of \$55 per hour will be charged if the request for Incident Management requires a SDFD PAD Program representative to respond outside of the San Diego County limits, regardless of day/time.

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

*SDFD is not responsible for replacement/maintenance equipment.*

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

#### **B. SDFD PAD Program Management Responsibilities.**

The SDFD PAD Program shall be responsible for the following:

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

#### **C. Program Participant Responsibilities.**

The Program Participant shall be responsible for the following:

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

All payment remittance shall be sent to:

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

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

**D. Schedules and Timelines.**

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

**E. Dispute Resolution Process.**

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

**F. Termination.**

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

**G. Indemnification.**

Program Participant shall defend, indemnify and hold the City of San Diego, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of its officers, agents, or employees.

Revised 04/2020  
Copyright 2003 SDFD / San Diego Project Heart Beat

Notwithstanding the foregoing, Program Participant agrees that it shall not hold SDFD, its officers, employees and/or agents, liable whatsoever for the malfunction of an AED, or for any use or misuse of an AED.

"The City of San Diego shall defend, indemnify and hold harmless the Program Participant, its officers, employees and agents from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorneys' fees, expert fees and costs of suit), directly or indirectly arising out of the performance of this Agreement, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the Program Participant. Provided, however, that in no event shall the City of San Diego be obligated to defend or indemnify the Program Participant with respect to the sole negligence or willful misconduct of the Program Participant, its employees, or agents (excluding the City of San Diego, or any of its employees or agents)."

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

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

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

Program Participant

By: Carlene F. Moore  
(signature)

Name: Carlene F. Moore  
(print)

Title: CEO

Date: 6/21/2023

City of San Diego

By: V. Delgado

Name: Vanessa Delgado  
Purchasing & Contracting

Title: Procurement Program Manager

Date: 7/5/23

Approved as to form this 7<sup>th</sup> day of July, 20 23

MARA W. ELLIOTT, City Attorney

By: Laura DeBister  
Deputy City Attorney

Laura DeBister  
Print Name

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-052</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #:600100-10</b>
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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

EDCO Disposal Corporation

2. The term of this Agreement is:

START DATE

June 7, 2023

THROUGH END DATE

July 17, 2023

3. The maximum amount of this Agreement is:

\$10,000.00

Ten Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions (April 2017)	4
+ - Exhibit D	Special Terms & Conditions	5
+ - Exhibit D Attachment I	Insurance Requirements	4
+ - Exhibit E	Preventing Storm Water Pollution	1
+ - Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

EDCO Disposal Corporation

CONTRACTOR BUSINESS ADDRESS

6670 Federal Blvd.

CITY

Lemon Grove

STATE

CA

ZIP

91945

PRINTED NAME OF PERSON SIGNING

John D. Vorgeas

TITLE

Director of Market Development

CONTRACTOR AUTHORIZED SIGNATURE

*John Vorgeas*

John Vorgeas (Jun 1, 2023 16:13 PDT)

DATE SIGNED

Jun 1, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-052	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #:600100-10
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**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



Carlene Moore (Jun 5, 2023 13:00 PDT)

DATE SIGNED

Jun 5, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

EDCO Disposal Corporation, 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:

- a. Contractor shall provide waste hauling and recycling services including providing recycling data during the 2023 San Diego County Fair, between June 7, 2023 through July 14, 2023.

<b>Waste Disposal Service Types</b>	<b>Estimated Number of Occurrences</b>
Cardboard Compactor Services	5
Mixed Recycle	3
Trash	7
Organic	3

- b. Contractor shall be properly licensed in accordance with the laws of the State of California.
- c. Contractor shall dispose of/recycle all generated waste, in accordance with State and local laws and regulations.
- d. 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.
- e. Contractor shall provide the services outlined in this Agreement in accordance with the rates and fees listed in Exhibit B, which shall include all services, labor, fuel, delivery, removal, and taxes.
- f. The number of occurrences above are estimates only and they represent what the District anticipates it may require for the 2023 San Diego County Fair. This is only an estimate and is not guaranteed, the actual quantities may be more or less than estimated.
- g. Contractor understands and agrees that this is a nonexclusive Agreement. District may hire other contractors for work of a similar or identical nature.



**EXHIBIT A  
SCOPE OF WORK**

h. Project representatives during the term of this agreement will be:

22 <sup>nd</sup> District Agricultural Association	EDCO Disposal Corporation
Name: Lewis Hughes, Facilities Director	Name: Dawn Cox
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 6670 Federal Blvd., Lemon Grove, CA 91945
Phone: 858-792-4285	Phone: 619-287-7555, 619-357-8994
e-mail: <a href="mailto:lhughes@sdfair.com">lhughes@sdfair.com</a>	e-mail: <a href="mailto:dcox@edcodisposal.com">dcox@edcodisposal.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.



# EDUCATION AND TRAINING SERVICE CONTRACT

By and Between

## **THE SAN DIEGO COLLEGE OF CONTINUING EDUCATION FOUNDATION**

### **EMPLOYEE TRAINING INSTITUTE**

4343 Ocean View Blvd  
San Diego, California 92113  
Phone (858) 231-9933

**AND**

### **22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds**

2260 Jimmy Durante Blvd  
Del Mar, CA. 92014

[www.delmarfairgrounds.com](http://www.delmarfairgrounds.com)

May 2023

The Employee Training Institute, under the auspices of the San Diego College of Continuing Education Foundation, proposes to offer the services described herein to 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds.

UPON EXECUTION, this PROPOSAL shall constitute an AGREEMENT, entered into by and between 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds and the San Diego Continuing Education Foundation (SDCCEF) to be delivered through the Employee Training Institute (ETi).

WITNESSETH:

WHEREAS, the San Diego Community College District Board of Trustees has established ETi, to approve and conduct, under the auspices of the SDCCEF, not-for-credit contract education programs and services.

WHEREAS 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds has requested of the SDCCEF, through ETi, implementation of a training program consisting of "Civilian Traffic Control" to be delivered at a training facility provided by 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds and located in Del Mar, California.

NOW THEREFORE the following PROPOSAL FOR EDUCATION and TRAINING SERVICES submitted to 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds for consideration:

ITEM ONE:

SCOPE OF SERVICES

- 1.1 The Employee Training Institute will deliver three (3) training sessions of Civilian Traffic Control, to 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds employees, as follows:
  - 1.1.1. These courses will be offered as not-for-credit workshops to any 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds employee identified for training in Civilian Traffic Control for the purposes of enhancing occupational effectiveness and obtaining certification.
- 1.2 Such instruction shall be available to all employees, hereinafter also referred to as "trainees" designated by 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds. One course can accommodate up to a maximum of twenty (20) trainees.
- 1.3 The training shall be offered for a total of four (4) hours, to be conducted on the following date and times:

DATE	TIME	TOPIC
Saturday, May 27, 2023	8:00am to 12:00pm 1:00 – 5:00 pm	Civilian Traffic Control



- 1.4 The third training session will be scheduled in June 2023.
- 1.5 ETi will oversee all services for instruction, workshop development and delivery.
- 1.6 ETi shall provide training materials and the **trainees must bring their own flashlight and whistle.**
- 1.7 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds shall appoint one (1) representative to act as a liaison between 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds and the instructor, Antoine N. Elassis, for the purpose of facilitating training delivery.
- 1.8 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds agrees to submit a participant roster(s), (last name, first name) (5) working days prior or and up to five (5) working days after the onset of training.

ITEM TWO:  
CANCELLATION AND NOTICES

- 2.1 In the event that the instructor is unavailable to meet with a group as scheduled, ETi may offer to substitute a similarly qualified instructor, subject to the approval of 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds. If a substitute cannot be provided, the training session will be rescheduled.
- 2.2 Either party, with or without cause, may terminate this agreement by the tendering of written notice of intent to terminate services. Notices shall be mailed to the addresses earlier noted, and will be considered to be effective as of delivery to any U.S. Postal Service depository. Cancellation must include a ten-day Notice of Intent.
  - 2.2.1 If 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds fails to properly notify ETi of cancellation, ETi reserves the right to charge a service fee equal to 20% of the total contract amount for services being cancelled.
- 2.3 Upon cancellation, all contract services and fees shall be pro-rated for actual delivery through termination date, and may include training development activities conducted prior to the commencement of the program. Such fees will be due and payable upon termination.
- 2.4 ETi expressly prohibits client videotaping or reproduction of instruction in any other media or format.

ITEM THREE:  
TERM OF AGREEMENT

- 3.1 All terms specified in this agreement are valid up to 30 days from the date of issuance. Once executed, this agreement shall remain in effect from the date of

execution below through the completion of all agreements as specified by both parties, and may be modified at any time by the mutual written consent of both parties.

ITEM FOUR:  
CONSIDERATION

- 4.1 The program fee proposed, for each 4-hour training session, shall be one thousand six hundred and fifty dollars (\$1,650.00). This proposal is valid for the two (2) training sessions on May 27, 2023 and one (1) training session on May 28, 2023 for a total of four thousand nine hundred and fifty dollars (\$4,950.00). Payments shall be structured as follows:
  - 4.1.1. 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds shall pay the entire fee for training upon invoice issued at the completion of training (May 28, 2023). Payment can be made to SDCCE Foundation, 4343 Ocean View Blvd, San Diego, CA 92113.
- 4.2.1 If invoices are not paid within 30 days of receipt, a late charge of 1.5% will be assessed.
- 4.3 Certificates of Completion will be issued upon receipt of payment.

ITEM FIVE:  
EQUAL OPPORTUNITY

- 5.1 Neither the SDCCEF, ETi nor the Client shall discriminate against any trainee related to the Client or any trainee requesting participation in this program on the basis of ethnicity, national origin, religion, age, sex, gender identity, gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

ITEM SIX:  
INSURANCE AND INDEMNITY

- 6.1 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds shall carry comprehensive general liability and Workman's Compensation Insurance (\$1,000,000 aggregate) sufficient to indemnify the trainees for the duration of this agreement.
- 6.2 The San Diego College of Continuing Education Foundation shall carry public liability and its usual Workman's Compensation coverage for employees and all other representatives of the SDCCEF who are performing services under this contract, to be in effect for the duration of this agreement.
- 6.3 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds agrees to indemnify and hold harmless the SDCCEF, its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or

damage to property (including reasonable attorney's fees) arising out of the performance of this agreement, providing the injury to persons or damage to property is due to the negligence of 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds or its respective associates or agents.

- 6.4 The SDCCEF agrees to indemnify and hold harmless the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, its representatives, officers, directors, and employees from and against all liability, loss or claim of injury to persons or damage to property (including reasonable attorney's fees) arising out of the performance of this agreement, providing the injury to persons or damage to property is due to the negligence of The SDCCEF or its respective associates or agents.

ITEM SEVEN:  
ENTIRE AGREEMENT

- 7.1 This PROPOSAL FOR EDUCATION and TRAINING SERVICES, when executed below shall constitute the entire agreement between the parties. Both parties must agree to changes to any of the terms or conditions noted in above sections in writing.
- 7.2 This agreement and subsequent agreements shall be governed and construed pursuant to the Laws of the State of California.


IN WITNESS WHEREOF, the SDCCEF and 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds have caused this PROPOSAL for Professional Services to become an AGREEMENT for Professional Services:

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

  
By: Carlene Moore (May 24, 2023 13:37 PDT)  
Carlene Moore, CEO

Date: May 24, 2023

Employee Training Institute  
through the  
SDCCE Foundation  
4343 Ocean View Blvd.  
San Diego, CA 92113

  
By: Caron Lieber (May 24, 2023 15:19 PDT)  
Caron Lieber  
ETi Director

Date: May 24, 2023

**A FULLY EXECUTED COPY OF THIS AGREEMENT WILL BE ON FILE AT THE SAN DIEGO COLLEGE OF CONTINUING EDUCATION FOUNDATION BUSINESS OFFICE AND AVAILABLE UPON REQUEST**

The Employee Training Institute, a division of the San Diego Continuing Education Foundation is a 501 c (3) organization under the Internal Revenue Code.  
Federal Identification Number 26-3305140

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-055</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #: 600-100-30</b>
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

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

CONTRACTOR NAME

Fred Greaves Photography

2. The term of this Agreement is:

START DATE

June 7, 2023

THROUGH END DATE

July 4, 2023

3. The maximum amount of this Agreement is:

\$31,350.00

Thirty-One Thousand Three Hundred Fifty Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Fred Greaves Photography

CONTRACTOR BUSINESS ADDRESS

2120 Stewart Circle

CITY

Woodland

STATE

CA

ZIP

95776

PRINTED NAME OF PERSON SIGNING

Fred Greaves

TITLE

Owner

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

Jun 6, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-055	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600-100-30
----------------------------	---

**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



Carlene Moore (Jun 7, 2023 09:45 PDT)

DATE SIGNED

Jun 7, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1



**EXHIBIT A  
SCOPE OF WORK**

**A. SERVICES OVERVIEW**

1. Fred Greaves, hereinafter referred to as Contractor, shall provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as 22<sup>nd</sup> DAA, onsite photography for the 22<sup>nd</sup> DAA events, primarily the San Diego County Fair (The 2023 Fair runs June 7–July 4, but is closed Mondays and Tuesdays in June).
2. Services shall be performed at the Del Mar Fairgrounds located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.
3. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	Fred Greaves Photography
Name: Jennifer Hellman, Marketing Director	Name: Fred Greaves, Owner
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 2120 Stewart Circle Woodland, CA 95776
Phone: (858) 792-4227	Phone: (619) 994-9207
e-mail: <a href="mailto:jhellman@sdfair.com">jhellman@sdfair.com</a>	e-mail: <a href="mailto:fred@fredgreaves.com">fred@fredgreaves.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. WORK TO BE PERFORMED**

1. The Contractor shall provide onsite photography each day the San Diego County Fair is open, for a total of 22 scheduled shoot days. The San Diego County Fair opens each day at 11 a.m.; Contractor should anticipate a typical shoot date to consist of 6-8 hours of shooting anywhere from 10 a.m. to 10 p.m. The photography schedule shall be mutually agreed upon between the District's Marketing Director and Contractor.
2. The 22<sup>nd</sup> DAA will provide the Contractor with a shot list that outlines the specific subject needs or general theme topics one week prior to the scheduled shoot date.
3. Services outlined in this Agreement shall be provided at an all-inclusive daily rate of \$1,425.00. Daily rate shall include 6-8 hours of onsite shoot time, all associated post processing, lodging, transportation, and other incidental expenses.
4. Onsite photography services shall include digital image processing, file conversion, upload of high-resolution photos to Dropbox for viewing and download, without watermarks.
5. Contractor shall ensure coverage includes photos that can be used for marketing purposes. Photos used for marketing purposes may not include photo credit notation. All images shall become the property of the 22<sup>nd</sup> DAA. The 22<sup>nd</sup> DAA shall retain the rights to use images in perpetuity.

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

6. By the end of every shoot day the Contractor shall provide same-day editing of 3-6 photos to the District's Marketing Director for immediate use on social media.
7. Contractor shall provide curated, color-collected, post-produced photos within three days of the scheduled shoot date.
8. The Contractor will be provided with a parking pass and San Diego County Fair access credential by the 22<sup>nd</sup> DAA.

**LICENSE AGREEMENT**  
**Torrey Pines High School Foundation**  
**(In partnership with the San Dieguito Union High School District) AS LICENSOR**

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THIS AGREEMENT is dated May 11, 2023 ("Effective Date"), by and between the Torrey Pines High School Foundation, a California non-profit corporation ("Licensor") and 22<sup>nd</sup> District Agricultural Association (Del Mar Fairgrounds ("Licensee")).

WHEREAS, Licensor seeks to fulfill its mission statement by providing internship opportunities for students and,

WHEREAS, Licensor seeks to fulfill its mission statement by providing educational and developmental tools to enhance the experiences for students and families of the Torrey Pines community and,

WHEREAS, Licensor seeks to provide use of facilities for the benefit of the surrounding community and,

WHEREAS, Licensee seeks license right to enter and use designated areas of Licensor's facilities located at 3710 Del Mar Heights Rd, San Diego, California, 92130 (the "Premises"), for the purposes specified in Paragraph 1 below.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

**Use.** Licensor hereby grants to Licensee, its agents and contractors, a non- exclusive License to enter upon and use the Premises described as follows:

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Use of Torrey Pines High School Student Parking Lot on these days from 7:30am – 12:30am. Due to construction there will be days that a portion of the north side drive lane will not be accessible, parking on the southside will be accessible.

Wednesday: June 7, 2023  
Thursday: June 8, 2023  
Friday: June 9, 2023  
Saturday: June 10, 2023  
Sunday: June 11, 2023  
Wednesday: June 14, 2023  
Thursday: June 15, 2023  
Friday: June 16, 2023  
Saturday: June 17, 2023  
Sunday: June 18, 2023  
Wednesday: June 21, 2023

Thursday: June 22, 2023  
Friday: June 23, 2023  
Saturday: June 24, 2023  
Sunday: June 25, 2023  
Wednesday: June 28, 2023  
Thursday: June 29, 2023  
Friday: June 30, 2023  
Saturday: July 1, 2023  
Sunday: July 2, 2023  
Monday: July 3, 2023  
Tuesday: July 4, 2023

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and the right of ingress and egress to and from the Premises, subject to Licensor's Rules and Restrictions (Attached as Addendum A and incorporated herein by this reference), San Dieguito Union High School District policies and regulations, applicable State and Federal law and the terms and conditions herein, for the purpose of:

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**San Deigo County Fair using the parking facilities to transport community members to and from this event held from June 7 to July 4<sup>th</sup>, 2023.**

Licensee shall at all times abide by the Rules of Use attached hereto as Addendum A as may be modified by Licensor from time to time at Licensor’s sole discretion. Licensee agrees to abide by all rules governing the use of the facilities and the conduct of all meetings. Licensee further acknowledges that the facility use is contingent upon full compliance with these rules as well as any site rules specified by the SDUHSD or its staff.

**Conditions for Use of Premises.** Licensee agrees that Licensor makes no representations or warranties as to the condition of the facilities which the Licensee is licensed to use, and Licensee agrees to accept and use the Premises and facilities “AS IS.” Licensee acknowledges and agrees that it shall be the Licensee’s responsibility and obligation to assure that the Premises and facilities are in proper and safe condition to be used for the purposed anticipated; and Licensee acknowledges that it shall be obligated to inspect the Premises and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons. Licensee agrees to refuse the use of the Premises and facilities if unsatisfactory conditions are not rectified prior to scheduled use.

**Additional Fees.** Licensee understands and agrees that Licensor may add additional charges for extra days and Holidays that fall on Sundays. In addition, Licensee shall be required to reimburse Licensor for any additional custodial, staff, or clean up fees charged to Licensor by SDUHSD as a result of Licensee’s use of the Premises.

**District or School Use.** Licensee acknowledges and agrees that the premises are part of school facilities and there may be unanticipated school events from time to time that may prevent Licensee’s use of the facilities. Licensee agrees to accommodate such events which may require cancellation or alteration of Licensee’s use on that day. Licensee shall not be entitled to a refund or reduction in fees charged to Licensee pursuant to section 3 below or as may otherwise be required pursuant to the terms and conditions of this license.

**1. Term.** This License shall commence on **June 7, 2023** (start date) at **7:30am** (start time) and terminate on **July 5, 2023** (end date) at **12:30 am** (end time). At the expiration or earlier termination of this License, Licensee shall immediately cease use of the Premises or incur additional charges. Additional charges will be **incurred at the rate of \$49 for additional custodian service**, and \$59 per hour for theater tech and additional charges for holidays and additional rooms as negotiated.

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2. **Consideration.** As total consideration for this License, Licensee shall pay to Licensor as follows:

<b>San Diego County Fair Parking</b>				
Date	Facility	Hours	Hourly rate	Total
Wednesday, June 7, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Thursday, June 8, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Friday, June 9, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Saturday, June 10, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Sunday, June 11, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Wednesday, June 14, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Thursday, June 15, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Friday, June 16, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Saturday, June 17, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Sunday, June 18, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Wednesday, June 21, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Thursday, June 22, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Friday, June 23, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Saturday, June 24, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Sunday, June 25, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Wednesday, June 28, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Thursday, June 29, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Friday, June 30, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Saturday, July 1, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Sunday, July 2, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Monday, July 3, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
Tuesday, July 4, 2023	Parking Lot	12.00	\$ 17.00	\$ 204.00
				<b>\$4,488.00</b>
				\$134.64
				<b>\$4,622.64</b>

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**Payment for this lease is due to TPHS Foundation via ACH/eCheck or Credit Card due by May 24, 2023 of \$4488.00 (if using credit card there is a 3% fee with total then at \$4622.64) to this link: <http://weblink.donorperfect.com/leasepayment>**

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**Or mail check to:**

**TPHS Foundation  
 Attn: Paige Bezdek  
 3710 Del Mar Heights Road  
 San Diego CA 92130**

Any extensions or changes in the hours or facilities beyond the terms of this agreement will be agreed upon by the parties and billed separately by Licensor.

**3. Conditions Applicable to License.** This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

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In lieu of SDUHSD Custodial support and fees, the 22<sup>nd</sup> Agricultural District agrees to cleanup all trash and debris from their patrons nightly and lock all gates leading into Torrey Pines High School immediately after the last patron leaves.

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Parking lot gate keys will be furnished by Torrey Pines High School Administration on a date determined by both parties and will be given back to Torrey Pines High School Administration on a date determined by both parties, no later than 1 week after end date of this agreement.

**4. No Transfer or Assignment.** This License is personal to the Licensee. Any attempt to transfer or assign this License shall terminate it.

**5. Permits and Regulations.** Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations.

**6. No Interference.** Licensee and Licensee's use shall not interfere with the normal operation and activities of Licensor or of the San Dieguito Union High School District ("SDUHSD"), and Licensee shall conduct its activities on the Premises to minimize damage to the Premises and inconvenience to Licensor, its agents, employees and invitees.

**7. Repair and Restoration.** If Licensee, its agents or contractors cause any damage to the Premises, or to Licensor's roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall repair and restore the Premises and Property to their original condition prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder within ten (10) days of the discovery of the damage or within a time mutually agreeable to the parties. In the event that repair and restoration is performed following the termination this License, the Licensee's Indemnity and Insurance obligations in paragraphs 12 and 13 shall continue until repair and restoration is completed as provided herein.

**8. Breach and Cure.** In the event that Licensee breaches any of its obligations under this License, Licensor shall send Licensee written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall notify Licensor in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Licensee shall diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensor shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensor shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.

**9. Alteration in Writing.** This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of

this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

**10. Notice.** Any notice required hereunder shall be in writing and shall be addressed as follows:

**Licensor:**

Torrey Pines High School Foundation  
3710 Del Mar Heights Rd  
San Diego, CA 92130

**Licensee:**

22<sup>nd</sup> District Agricultural Association  
Dba San Diego County Fair  
2260 Jimmy Durante Blvd,  
Del Mar, CA 92014

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or to such other addresses as either party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) twenty-four (24) hours after email transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Paragraph.

**11. Indemnification.** Licensee shall indemnify, defend, and hold harmless Licensor, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, partners, invitees or employees.

**12. Insurance.**

12.1 Licensee's Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

- 1) Each Occurrence \$1,000,000
- 2) Products/Completed Operations Aggregate \$2,000,000
- 3) Personal and Advertising Injury \$1,000,000
- 4) General Aggregate \$2,000,000
- 5) Damage to rented Premises (Each occurrence) \$75,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this License. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this License.

B. Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse Licensee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed. Damage to Premises Rented \$300,000.

C. Workers' Compensation as required by California law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Licensor and Licensee against other insurable risks relating to performance.

The coverage required herein shall not limit the liability of Licensee.

The coverage referred to under A and B of this Section 12.1 shall include Licensor and SDUHSD as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensee, its officers, agents, and employees. Licensee, upon the execution of this License, shall furnish Licensor with certificates of insurance evidencing compliance with all requirements. Licensee must provide the ADDITIONAL INSURED ENDORSEMENT page with the Certificate of Insurance prior to use of the Premises. SDUHSD shall be listed as the beneficiary on BOTH pages. Certificates shall provide for thirty (30) days (ten [10] days for non-payment of premium) advance written notice to the Licensor of any material modification, change or cancellation of the above insurance coverage.

12.2 Waiver of Subrogation. Licensee hereby waives any right of recovery against Licensor due to loss of or damage to the property of Licensee when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured, or non-insured.

**13. Lien Free Condition.** Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

**IN WITNESS WHEREOF**, the parties have executed this License Agreement the day and year first above written.

**LICENSOR:**  
Torrey Pines High School Foundation  
3710 Del Mar Heights Rd  
San Diego, CA 92130

**LICENSEE:**  
22<sup>nd</sup> District Agricultural Association  
dba San Diego County Fair  
2260 Jimmy Durante  
Del Mar, CA, 92014

By: Joe Austin (Name)

By: Carlene Moore (Name/Sign)

Its: Board President (Title)

Its: Chief Executive Officer (Title)

Date: May 11, 2023

Date: May 12 2023



## **ADDENDUM A**

### **RULES OF USE**

1. Licensees must comply with all State and local fire, health, and safety laws.
2. In regards to the Stadium; any equipment or concessions that are needed to be brought by vehicle(s), may be dropped off or picked up at the north end of the TP Stadium prior to and immediately following the approved rental date/time. All vehicles must leave before participants and guests arrive. There is NO driving on the field. All vehicles must be parked in the student parking lot and will be towed if not properly parked. No use of the TP Concession buildings allowed. Concessions may be set up in front of the TP concession buildings. If the press box and scoreboard are needed, requests need to be made 2 weeks prior to the the event
3. Licensee agrees that all advertising and promotion will be in accordance with city and state ordinances.
4. Licensee is responsible for informing its staff of these Rules of Use and ensuring their enforcement.
5. The number of people in a facility must not exceed the approved capacity as posted in each room.
6. Tobacco-Free Policy. Smoking and/or the use of tobacco products is prohibited at any time on district property.
7. No alcohol, intoxicants, hallucinatory drugs, or narcotics may be present on campus.
8. No animals are allowed on campus, except officially sanctioned service animals.
9. Cleanup/Damages. Licensees are responsible for the condition in which they leave the facility. Any repairs or costs related to cleanup, loss of Licensor or district property or trash removal will be charged to the Licensee. Failure to pay promptly for such damage is grounds for denial of future facility use.
10. The use of profane language, quarreling or fighting, betting or any form of gambling, conducting of raffles or lotteries, inflatable, or bonfires are prohibited on district property. Any person under the influence of alcohol will be denied participation in any activity. Violation of this regulation is justification for immediate termination of the event, and denial of future use of facility use.
11. Facility Alteration. Licensees are not authorized to alter any of the facilities in any manner or to erect, construct or bring onto district property any unauthorized vehicle, temporary building or structure.
12. Licensor determines the appropriateness of granting the use of the facility to users and is authorized to insist upon appropriate security and supervision of all activities held in its facilities.
13. Sub-licenses or leases are prohibited.

14. Licensee agrees not to discriminate against anyone on any basis pursuant to state and federal law.

15. Paved or hard-surface patio areas, walkways and lawn areas are for pedestrian use only.

16. Any Licensee of the Facility shall not place any nails or fasteners into the walls, ceilings, woodwork, or floor of the premises or make any change or alteration to the premises of any kind without prior written permission by Licensor.

17. Automobiles and other passenger carrying vehicles shall only be parked in designated parking areas.

18. All garbage and refuse shall be placed in containers provided.

19. Licensee shall restrict their access to the areas covered by the License agreement unless prior approval of Licensor has been granted to access additional space on the campus. Licensor shall provide a map of the premises, indicating areas covered by License agreement, which shall become a part of this agreement as Addendum B.

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20. This license may be revoked whenever there has been a violation of the above regulations.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-062</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>GL Account #:600100-00-A</b>
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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

Jag Tag Enterprises, Inc.

2. The term of this Agreement is:

START DATE

August 1, 2023

THROUGH END DATE

October 31, 2023

3. The maximum amount of this Agreement is:

\$5,000.00

Five Thousand Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

Jag Tag Enterprises, Inc.

CONTRACTOR BUSINESS ADDRESS

2110 Artesia Boulevard, B404

CITY

Redondo Beach

STATE

CA

ZIP

90278

PRINTED NAME OF PERSON SIGNING

Jacqueline Devlin

TITLE

Chief Executive Officer/ Director

CONTRACTOR AUTHORIZED SIGNATURE

Jacqueline Devlin  
Jacqueline Devlin (Aug 3, 2023 15:06 PDT)

DATE SIGNED

Aug 3, 2023

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-062	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #:600100-00-A
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**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



Carlene Moore (Aug 4, 2023 08:58 PDT)

DATE SIGNED

Aug 4, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

**EXHIBIT A  
SCOPE OF WORK**

**1. SERVICES OVERVIEW**

A. Jag Tag 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 of Executive Leadership team members for organizational team building and motivation.

B. Services shall be performed at the Del Mar Fairgrounds located at 2260 Jimmy Durante Boulevard, Del Mar, CA 92014.

C. Services shall be provided on August 1 and August 17, 2023.

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

22 <sup>nd</sup> District Agricultural Association	Jag Tag 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 the Executive Leadership Team focusing on team building and motivation communications when all is well and communications when there is conflict. Each Training will be three hours and on separate days to allow practice when all is well and any 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. Administer four (4) Core Strengths Inventories to provide a systematic in-depth score for each member of Executive Leadership Team at least one week prior to the training, with PDF version for each employee to keep for future reference and have online access to their individual scores.
- G. Provide all development materials and additional handouts.

**EXHIBIT A  
SCOPE OF WORK**

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**3. DISTRICT RESPONSIBILITIES:**

- A. To provide meeting room set in a "U" shape, LCD projector, screen, large self-stick flip chart, water and coffee service, snacks, and lunch for group, including Contractor.
- B. To reimburse mileage and travel expenses for both sessions.
- C. To ensure that all members of the Executive Leadership Team complete the Core Strengths Inventories and other required pre-work in advance.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-067

PURCHASING AUTHORITY NUMBER (If Applicable)

GL Account #: 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

James Coleman

2. The term of this Agreement is:

START DATE

July 24, 2023

THROUGH END DATE

August 24, 2023

3. The maximum amount of this Agreement is:

\$2,280.00

Two Thousand Two Hundred Eighty 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	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & Conditions	5
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

James Coleman

CONTRACTOR BUSINESS ADDRESS

663 Diamond Way #132

CITY

Vista

STATE

CA

ZIP

92083

PRINTED NAME OF PERSON SIGNING

James Coleman

TITLE

Graphic Designer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Jul 31, 2023

James Coleman (Jul 31, 2023 20:30 PDT)

SCO ID: N/A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-067	PURCHASING AUTHORITY NUMBER (If Applicable) GL Account #: 600100-30
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**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

  
Carlene Moore (Aug 1, 2023 15:38 PDT)

DATE SIGNED

Aug 1, 2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1



**EXHIBIT A  
SCOPE OF WORK**

**A. SERVICES OVERVIEW**

1. James Coleman, hereinafter referred to as “Contractor,” shall provide to the 22<sup>nd</sup> District Agricultural Association / Del Mar Fairgrounds, hereinafter referred to as “District,” graphic design services for the 2024 San Diego County Fair.
2. Services shall be performed remotely.
3. The Project Representatives during the term of this Agreement will be:

22 <sup>nd</sup> District Agricultural Association	James Coleman (sole proprietor)
Name: Jennifer Hellman, Marketing Director	Name: James Coleman, Graphic Designer
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: 663 Diamond Way #132 Vista, CA 92083
Phone: (858) 792-4227	Phone: (619) 520-6831
e-mail: jhellman@sdfair.com	e-mail: jcgraphics1031@gmail.com

The parties may change their Project Representative upon providing five (5) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

**B. WORK TO BE PERFORMED**

1. Contractor shall create a total of three draft wordmark/logo designs for use in the 2024 San Diego County Fair that incorporates the theme “Let’s Go Retro” (English). The designs should include a Fair-forward and a Theme-forward version, each in single color (black) and in full color. Of these three logos/wordmarks:
  - a. One design shall be a high-quality creative concept based on inspiration from the film franchise Back to the Future.
  - b. One design shall be a high-quality creative concept based on inspiration from the 1980s and 1990s television series Saved by the Bell.
  - c. One design shall be a high-quality creative concept based on Contractor’s personal and professional interpretations of the “Let’s Go Retro” theme.
2. For each of the three logos/wordmark designs, Contractor shall create matching Spanish-language versions incorporating the theme “Vive Lo Retro” (Spanish).
3. Contractor shall submit conceptual designs for the three logos/wordmarks via Dropbox to the Marketing Director by 11:59 p.m., July 31, 2023. District will provide feedback for requested revisions by 5 p.m. Wednesday, August 2, 2023.
4. Contractor shall present revised/final draft logos for all three concepts by 8 p.m. Monday, August 7, 2023. Upon completion, District will retain all rights to all designs submitted by Contractor but is under no obligation to publish or use any of the designs.

**EXHIBIT A  
SCOPE OF WORK**

5. Logo/wordmark services outlined in this Agreement shall be invoiced at a rate of no more than \$95 per hour of design work performed. The billable hours shall not exceed eight (8) hours for the drafts of the three logo/wordmark designs, for a total of 24 hours of work.
6. If notified by District that the 2024 San Diego County Fair will use a design created by Contractor, Contractor shall, by Friday, August 11, provide a cost estimate to provide a full branding kit that includes the items outlined below. Upon District's acceptance of cost estimate, an amendment will be executed to add funding to cover the full branding kit.
  - **Logos/wordmarks**, both Fair-forward and theme-forward logos in both English and Spanish in the following format types: AI, EPS, JPG, PNG
  - **Color palette**, including RGB, CMYK and HEX call outs
  - **Typeface/typography**, including all fonts used, with use case samples such as title, header, body, disclaimer.
  - **Usage directives**, including Definition of margins and clear space, reverse logo use cases and considerations for various backgrounds, restrictions on alterations, and other cases.
  - **Support Imagery**, including backgrounds, dividers, icons, and bullets.
  - **A digital letterhead template** that can be used for correspondence, San Diego County Fair press releases, and other business purposes.
  - **Email signature template** for District staff to display in email signature blocks.
  - **Social media graphics**, such as profile image and header graphics for Facebook, Instagram, Twitter, Threads, and YouTube.
  - **Brand style guide** — a tool kit to guide staff and partners on how to implement usage of the logo and support design elements in such a way that is consistent with the overall brand.
  - **Note:** All deliverables should include editable files (AI or PSD) in addition to any compressed graphics.

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

AGREEMENT NUMBER <b>SPO-23-049-19</b>
--

1. This Agreement is entered into between the State Agency and the Sponsor named below:
- 
- STATE AGENCY'S NAME  
**22<sup>nd</sup> District Agricultural Association**
- 
- SPONSOR'S NAME  
**Cigma, Inc.**
- 
2. The term of this Agreement is: **June 7 – July 4, 2023**
- 
3. The amount of this Participation Agreement is: **\$123,500.00 Contract Price**
- 
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

**Exhibit A – Participation Terms**

**Exhibit B – Insurance Requirements**

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

**Exhibit C – Licensee Handbook**

The Licensee Handbook is made part of this Agreement. All terms and conditions as set forth in this handbook will apply unless provided for in writing by the States' Participation office.

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

<b>SPONSOR</b>		<i>California State Use Only</i>
SPONSOR'S NAME <b>Cigma, Inc.</b>		
BY (Authorized Signature) 	DATE SIGNED <b>3.8.23</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Yaron Lavian CEO</b>		
ADDRESS <b>7248 Bellaire Ave. North Hollywood, CA 91605</b>		<input checked="" type="checkbox"/> Exempt per: <u>Sponsorship</u>
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>22<sup>nd</sup> District Agricultural Association</b>		<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i>  _____ Date
BY (Authorized Signature) 	DATE SIGNED <b>5/15/2023</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Carlene Moore, CEO/General Manager</b>		
ADDRESS <b>2260 Jimmy Durante Blvd Del Mar, CA 92014-2216</b>		

CONTRACTS MANAGER

MARKETING MANAGER

SPO-23-049-19

Cigma, Inc.

**Exhibit A - Participation Terms  
2023 San Diego County Fair**

1. This participation agreement ("Agreement") includes the terms and conditions to which Cigma, Inc. ("Sponsor") has agreed to in providing products or services during the 2023 San Diego County Fair ("Fair"), produced by the 22nd District Agricultural Association, a California state institution ("State" or "22<sup>nd</sup> DAA"). The cost of this participation is \$123,500.00 contract price.
1. A list of privileges and rights afforded to Sponsor is included herein. Sponsor must sign this Agreement and return it to the Del Mar Fairgrounds no later than March 15, 2023.
2. Sponsor shall make payment of the participation in total when the Agreement is signed, or no later than May 1, 2023.
3. Sponsor shall not enter into any third-party promotions without prior written authorization from State.
4. Without the prior written consent of the State, this Agreement shall not be assigned or transferred by Sponsor to any other party either in whole or in part.
5. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds/San Diego County Fair, and their respective agents, directors, and employees (collectively the "State") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Sponsor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Sponsor herein, or any of its employees or agents.)
6. This Agreement does not constitute a partnership, joint venture or principal-agent relationship between the parties. The Sponsor, and the agents and employees of Sponsor, in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the District or the State of California.
7. Where the terms of this Agreement or State's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in a proposal by Sponsor or Sponsor's documents, both parties agree that the terms set forth in State's documents shall supersede and take precedence over Sponsor's proposal or Sponsor's documents.
8. It is agreed by the parties that this Agreement constitutes the complete and entire Agreement between the parties. No amendments, alterations or other variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties.
9. It is agreed by the parties that the laws of the State of California shall govern and in the event of litigation that the proper place of venue is in San Diego, California.
10. In the event the Sponsor breaches the terms of this Agreement, the State shall be entitled to recover, in addition to any other damages and remedies that they may be entitled to, all costs incurred in enforcing this Agreement, including attorney's fees.
11. Unless otherwise expressly authorized herein, the parties agree that this is a non-exclusive Agreement. The parties also expressly acknowledge and agree that the State may enter into agreements with other Sponsors and/or Sponsors offering the same or similar services or products during the term of this Agreement.

12. In all circumstances, Sponsor shall be solely responsible for damage to, or loss of, Sponsor's property, including without limitation all vehicles, equipment, materials, products and supplies, except to the extent caused by the sole negligence or willful misconduct of the State. Inadequate protection or security cannot be considered negligence of the State.
13. Sponsor and Sponsor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Sponsor's employee will be prominently displayed at all times. Sponsor understands and agrees that 22nd DAA management, at its sole and absolute discretion, may determine that a person or agent utilized by Sponsor in the performance of this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to the State, this includes overly aggressive sales tactics, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations, Sponsor agrees to immediately correct the behavior or remove such person or agent from operations arising out of this Agreement. Determination by State management regarding these matters shall be final. Sponsor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the State to the Sponsor or its employees.
14. Sponsor is required to comply with the rules and requirements contained in the Licensee Handbook, which is made a part of this Agreement by this reference. If the 22<sup>nd</sup> DAA determines, in its sole and absolute discretion, that Sponsor violated the rules or requirements of the Licensee Handbook, the 22<sup>nd</sup> DAA will provide Sponsor with written notice of the violation(s). If Sponsor fails to correct the violation(s) within 24 hours of delivery of the written notice, the 22<sup>nd</sup> DAA may terminate the Agreement, in its sole and absolute discretion, under Section 17 below.
15. Sponsor is authorized to sell or promote only those products or services specifically identified in this Agreement. If Sponsor sells or promotes any product or service not specifically identified in this Agreement, the 22<sup>nd</sup> DAA may, in its sole and absolute discretion, terminate this Agreement in accordance with Sections 15 and 17. If, during the performance of this Agreement, a dispute arises between the Sponsor and the State, which cannot be settled by discussion, the Sponsor shall, within eight hours of the incident, which gave rise to the dispute, submit a written statement to State. A decision by the State, in writing, shall be given to the Sponsor within four hours of receipt of such statement, and shall be final and conclusive. The Sponsor shall continue to perform the requirements under this Agreement without interruptions during the dispute period.
16. The State reserves the sole and exclusive right to terminate this Agreement, with or without cause, in whole or in part, at any time by written notice to the Sponsor. The Sponsor shall promptly submit its claim for any prorated fees within 24 hours of the written notice of termination to the State to be paid to the Sponsor. If the Sponsor has any vehicles, equipment and materials on State property, the Sponsor must remove this property within 24 hours of the written notice of termination.
17. Further, in the event that Sponsor is found by a court of law to be in violation of State or federal law regarding discrimination or harassment, or if Sponsor engages in business practices or activities deemed by State to be inappropriate or detrimental to the interests of the State, it is agreed that the State may immediately terminate this Agreement.
18. It is understood and agreed that neither the District nor Sponsor shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure constitute default or breach of contract, if such delay or failure is caused by "Force Majeure." For purposes of this agreement, Force Majeure includes, but is not limited to, acts of God (such as earthquakes, floods, wildfires, hurricanes, volcanic eruptions, and other natural disasters that render performance impossible), war, riots, acts of public enemy, labor disputes that result in work stoppage, epidemics, pandemics, and governmental restrictions, appropriations, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement) or other cause without fault attributable to and beyond the control of the party obligated to perform (except financial inability). Further, if either District or Sponsor will be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure, performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. If by reason of Force Majeure, performance is rendered impossible even if the period for performance is extended, this Agreement shall terminate. Except for delay or failure in performance caused by "Force Majeure," nothing in this Paragraph shall excuse Sponsor from prompt payment of any rent or any other charge required of Sponsor. Except as otherwise provided in this section or

elsewhere in this Agreement or unless due by default of the District, if Sponsor shall for any reason fail to occupy the District, no refund shall be made of any amounts paid by Sponsor to the District hereunder

19. The parties agree that this Agreement shall be interpreted as if drafted by both parties.
20. The San Diego Country Fair is a non-smoking event. Smoking is only allowed in designated areas. Please ensure that all Sponsors' employees, agents and vendors comply with this policy.
21. **Responsibilities of Sponsor:**
  - a. Operate and maintain the Cigma booths at the 2023 San Diego County Fair for all hours of operation for commercial exhibitors as listed in the Licensee handbook.
  - b. Provide to the District's Participation office prior to May 1, 2023, examples of all literature, samples, and merchandise to be sold or distributed during the Fair. Only District approved items may be sold or distributed by Sponsor.

22. **Responsibilities of the State:**

Provide the following booth spaces:

Approximately 10' x 20' in the O'Brien Hall (#1235 & 1237) for the sale of Click Heat

Approximately 10' x 20' in the O'Brien Hall (#1144 & 1146) for the sale of Hidow TENS units and massage guns.

Approximately 10' x 20' in the Bing Crosby Hall (#2219 & 2120) for the sale of hair appliances.

Approximately 10' x 20' in the Bing Crosby Hall (#2242 & 2244) for the sale of Hidown TENS units and massage gun.

Approximately 10' x 10' in the Bing Crosby Hall (#2245 & 2247) for the sale of ionic bands.

Approximately 12' x 20' in the Seaside Pavilion (#3318 & 3320) for the sale of hair appliances.

Approximately 10' x 20' in the Seaside Pavilion (#3225 & 3223) for the sale of Hidow TENS units and Massage Gun.

Approximately 12' x 20' in the Seaside Pavilion (#3302 & 3304) for the sale of Heat & Click.

Approximately 10' x 20' in the Exhibit Hall (#4118 & 4120) for the sale of Hidow TENS units and Meteor Impact and VBX massage guns.

Approximately 10 x 20' in the Exhibit Hall (#4126 & 4128) for the sale of Click Heat.

Provide electricity to the booths at no charge.

Provide phone or data lines to the booths. Sponsor will pay for all usages.

Provide twenty five (25) Sponsor badges for staff allowing unlimited admission the Fair.

Provide fifty (50) single admission Fair tickets valid any day of the Fair.

Provide eighty-eight (88) single day track parking passes valid any day of the Fair.

Provide four (4) season track parking passes valid any day of the Fair.

**SPONSORSHIP AGREEMENT**

(Rev 11/19)

AGREEMENT NUMBER <b>SPO-23-007-19</b>
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1. This Agreement is entered into between the State Agency and the Sponsor named below:

STATE AGENCY'S NAME

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

SPONSOR'S NAME

**The San Diego Union Tribune**

2. The term of this Agreement is: **June 7 – July 4, 2023**

3. The amount of this Sponsorship Agreement is: **\$ 86,000 Cash in Kind**

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

**Exhibit A – Participation Terms**

**Exhibit B – Insurance Requirements**

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

**Exhibit C – Licensee Handbook**

The Licensee Handbook is made part of this Agreement. All terms and conditions as set forth in this handbook will apply unless provided for in writing by the States' Sponsorship office.

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

SPONSOR		<i>California State Use Only</i>
SPONSOR'S NAME <b>The San Diego Union Tribune</b>		<input checked="" type="checkbox"/> Exempt per: Sponsorship
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Christine Barbara, sponsorship &amp; Events Mktg Manager</b>		
ADDRESS <b>600 B Street Ste. 1200 San Diego, CA 92101</b>		
STATE OF CALIFORNIA		
AGENCY NAME <b>22<sup>nd</sup> District Agricultural Association</b>		<p><i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF STATE ACCOUNTING OFFICER</i></p>  <div style="text-align: right;">Date</div>
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Carlene Moore, CEO/General Manager</b>		
ADDRESS <b>2260 Jimmy Durante Blvd Del Mar, CA 92014-2216</b>		

CONTRACTS MANAGER

MARKETING MANAGER

## EVENT AGREEMENT

AGREEMENT # **24-TBD**  
 DATE: "Date"  
 FAIRTIME INTERIM **X**

This Agreement is entered into between the **22nd District Agricultural Association**, ("Association"), and "**Promoter**", ("Licensee").

1. Licensee desires to obtain from the Association certain rights and privileges, including the use of a portion of the Association's premises beginning on "**TBD**" and ending on "**TBD**".
2. Association grants to the Licensee the right to use the following portion of the Association's premises, for the time period described below, subject to the terms and conditions of this agreement

Date	Start Time	End Time	Function	Location	Location Rental
"DATE"	TBD	TBD	Move-in	Location TBD	Rental Amount TBD
"DATE"	TBD	TBD	Event	Location TBD	Rental Amount TBD
"DATE"	TBD	TBD	Teardown	Location TBD	Rental Amount TBD

- Licensee is responsible for following all guidelines established by the California Department of Public Health.
- Licensee will provide all equipment and services required to run and manage the event including, security, box office, medical, and production.
- Licensee will be billed for any services required by Association.
- Licensee shall not authorize or allow the sale of any firearm or ammunition at any time during their rental period.
- Licensee is required to have a trained medical staff present during all show hours.
- Anticipated expenses: Any anticipated or estimated expenses exceeding the Ancillary/Damage deposit will be due prior to the event.

3. Use of Premises Licensee agrees to use the premises described in Paragraph 2 for the following purpose and for no other purpose: "**Event Name**"
4. Fee for Use of Premises; Security Deposit Licensee agrees to pay to Association a minimum fee of for use of the Association's premises, as follows:

Location Rental:	\$TBD
Surety / Ancillary /Damage Deposit:	<u>\$TBD</u>
TOTAL:	<u>\$TBD</u>

Deposit Type	Due Date	Amount Due
1st Deposit	Due upon execution of this Agreement	\$TBD
2nd Deposit	TBD	\$TBD

Should Licensee fail to submit the required payments, as stated herein, the Association reserves the right to cancel the event without further notice. The payment schedule includes a Surety/Ancillary Deposit and shall be refunded thirty (30) days after Licensee has quit the premises, less any sum retained by the Association for additional expenses, including equipment use, cleanup, damage to or loss of Association property, labor, or charges incurred pursuant to Paragraph 5 of the Agreement.

Exemption of Association from Liability Association shall not be liable for injury or damage to the person or goods, wares, merchandise, or other property of Licensee or of Licensee's vendor(s), whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, building roof leaks, fire sprinklers, wires, plumbing, HVAC system, or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Association's premises, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Association shall under no circumstances be liable for injury to the business of Licensee or Licensee's vendor(s) or for any loss of income or profit from that business.

5. Labor and Equipment Rental Licensee agrees to pay fees, in addition to the Location Rental required by Association for: **Labor & Equipment Rental at District Reimbursable Rates** within thirty (30) days of receipt of an invoice for such fees.
6. Damage to Association Property / Use of Equipment on Association Property. Licensee will conduct his business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within said rental space for such purpose and will keep the area within and surrounding said rental space free from all rubbish and debris. Licensee further agrees to pay Association any and all costs, damages, and expenses incurred by the Association for damage of any kind cause to Association property, equipment, or grounds, arising out of or in any way related to Licensee's use of the Association's premises, reasonable wear and tear excepted. Association shall have the right to audit and monitor any and all sales as well as access to the premises. Licensee also promises, represents, and warrants that each and every one of its employees, agents, servants, and/or independent contractors operating any motor vehicle, forklift, electric or motorized cart, equipment, machinery, and/or other device (referred to in this Paragraph as "Equipment") on the property ("Premises") of the Association will be fully, properly, and completely trained in the use and operation of the Equipment, and each individual operating any Equipment on the Premises will have in his or her possession all required certificates, licenses, and documents corroborating that individual's training on the Equipment. Promoter / Tenant / Lessee / Renter and the District agree that damages for any breach or violation of this Paragraph will be difficult to calculate and ascertain. In the event of any violation of this Paragraph, in addition to any other damages the Association may sustain, Promoter / Tenant / Lessee / Renter will pay to the Association the sum of \$1,000.00 for each and every employees, agents, servants, and/or independent contractors operating Equipment on the Premises in violation of this Paragraph. In addition, any violation of this Paragraph may, in the sole and exclusive discretion of the Association, constitute a non-curable breach of this Agreement, requiring immediate termination of this Agreement and a forfeit of any deposit. The damages and remedies available to the District under this Paragraph supplement, and do not supplant, any other damages and/or



remedies available to the Association relating to insurance, indemnity, and/or breach of contract, including, but not limited to, Association's right to Indemnity under Paragraph 8 of this Interim Event Agreement.

7. Removal of Licensee's Property Licensee agrees to remove all of its property from the premises, including, but not limited to, boxes, crates, packing material, trash and debris at Licensee's sole expense, and to leave the premises in a condition satisfactory to the Association. All such property removal must be completed prior to the termination of Licensee's right to use of the Association's premises under Paragraph 2 of this Agreement, or as may be otherwise agreed to by Association and Licensee. If Licensee fails to timely remove its property from the premises, Licensee agrees Association may remove and store Licensee's property, at Licensee's sole risk and expense, and Licensee shall reimburse Association for all costs, including labor and storage costs, incurred by the Association under this Paragraph 7. Licensee assumes all risk of damage to, or loss of, its property remaining on Association premises after the termination of its right to use of the Association's premises.
8. Indemnity Licensee shall indemnify the Association, and save the Association harmless, of and from any and all claims, loss, cost, damage, injury and/or expense of every kind, nature and description, directly or indirectly arising from the performance of this Agreement regardless of responsibility for negligence; by reason of injury or death to person[s] or damage to property however caused or alleged to have been caused, and even though claimed to be due to the negligence, active or passive, of Association. However, in no event shall Licensee be obligated to defend or indemnify the Association with respect to the sole negligence or willful misconduct of the Association, its employees or agents (excluding the Licensee herein). Licensee shall, at Licensee's own cost and expense, defend any and all suits, actions, or other legal proceedings that maybe brought by third persons against the Association on any such claim, and shall reimburse the Association for any and all legal expenses incurred in connection with such defense, or in enforcing the indemnity granted in this paragraph.
9. Sporting Events; Release and Waiver For all sporting events, including but not limited to athletic team events, equestrian or equestrian related events, motor vehicle races, demolition derbies, stunt bike, skateboard or roller blade events, Licensee agrees to obtain from each participant a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release Lib"). The Release and Waiver shall release the Association and its agents, servants, employees, directors and officers from any and all liability arising out of each individual's participation in the event sponsored by Licensee. Each such Release and Waiver shall be fully executed by each participant, and/or such participant's legal guardian, prior to participation in the event. Licensee agrees to contact California Fairs Service Authority at (916) 921-2213 for further information on the availability of CFSA Form "Release Lib".
10. Association Oversight The Association reserves the right to audit and monitor any and all sales as well as access to the premises. The Association shall also have the right of access to, and inspection of, any premises used by the Licensee under this Agreement at any time, with or without prior notice.
11. Independent Capacity Licensee agrees that it, and its agents, servants, and employees, in the performance of this Agreement, acts in an independent capacity and not as an agent, officer, servant, or employee of the Association.
12. Taxes Licensee acknowledges and understands that the terms and conditions of this Agreement may create a possessory interest subject to property taxation, and that Licensee may be subject to the payment of property taxes levied upon such interest.
13. Licensee's Property Association may require security, at Licensee's expense, which will provide for reasonable protection of the property of Licensee. However, in all circumstances, Licensee shall be solely responsible for damage to, or loss of, Licensee's property.
14. Prohibition Against Assignment Licensee agrees it may not sell, encumber, assign or transfer this Agreement, or any rights, obligations, privileges or duties contained in this Agreement, without the express written consent of the Association. The Association's consent shall be given, if at all, in its sole and exclusive discretion.
15. Integration Clause This is an integrated Agreement. The terms of this Agreement are contractual, and not merely a recital. This Agreement supersedes all prior representations and agreements, if any, between the Parties or their legal counsel regarding its subject matter.
16. Written Amendment Required This Agreement constitutes the entire understanding between the parties to this Agreement and relating to its subject matter, and may not be modified, amended or terminated except by written Agreement signed by all of the parties to this Agreement, and any required written approval of the Department of Food & Agriculture, and the Department of General Services (Government Code section 11010.5). Any name change by Licensee is subject to the provisions of this paragraph, and written legal documentation of any name change is required prior to processing of any amendment regarding any name change by Licensee.
17. Waiver The failure to the Association to insist in any one or more instances upon the observance and/or performance of any of the covenants of this Agreement, or any of the rules and regulations governing the Associations' premises (Exhibit "A"), shall not constitute a waiver of any subsequent breach of this Agreement, or any of the rules and regulations.
18. Default; Remedies In the event Licensee fails to comply in any respect with the terms of this Agreement, and the terms of all Attachments, all payments made by Licensee in accordance with Paragraph 4 above shall be deemed earned and non-refundable by Association, and Association shall have the right to occupy the space in any manner deemed in the best interests of the Association, in addition to any and all other remedies available to the Association for breach of this Agreement.
19. Approval by CDFR and CDGS This Agreement is not binding upon the Association until it has been executed by all parties, and any required approval by the California Department of Food and Agriculture, and the California Department of General Services has been obtained in writing.
20. Representations and Warranties Licensee, under penalty of perjury, makes the following representations and warranties:
  - A. No more than one final unappealable finding of contempt of court by a Federal Court has been issued against Licensee within the two-year period immediately preceding the date of this Agreement, because of the Licensee's failure to comply with an order of a Federal Court ordering Licensee to comply with an order of the National Labor Relations Board. (California Public Contracts Code section 10296)
  - B. During the performance of this Agreement, the Licensee, and its subcontractors, if any, shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, and/or family care leave. Licensee and its subcontractors, if any, shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Licensee and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900, et seq.) and all applicable regulations contained in the California Code of Regulations.
  - C. All regulations of the Fair Employment and Housing Commission, implementing Government Code section 12990, subd. (a) through (f), inclusive, are incorporated in this Agreement by this reference and made a part hereof.
  - D. Licensee is, unless specifically exempted by law, in full compliance with Government Code section 12990, subd. (a) through (f), inclusive, and all regulations contained in the California Code of Regulations relating to section 12990, in matters relating to reporting requirements and the development, implementation and maintenance of a nondiscrimination program.
  - E. Licensee and its subcontractors, if any, shall give written notice of their obligations under Paragraph 20 of this Agreement to labor organizations with which they have a collective bargaining or other Agreement.
  - F. Licensee shall include all provisions of Paragraph 20 of this Agreement in all subcontracts, if any, pertaining to the subject matter of this Agreement.
  - G. Licensee acknowledges this Agreement is governed, in part, by the provisions of Public Contracts Code sections 10410, 10411 and 10420, which provide certain limitations on contracts between state agencies and current or former state employees. Licensee agrees to contact the Association for clarification on the status of any person rendering services in connection with this Agreement. Licensee agrees any violation of Public Contracts Code sections 10410, 10411 and 10420 will invalidate this Agreement. (Public Contracts Code section 10420).

H. Licensee is not (1) in violation of any order or resolution, not subject to review, issued by the State Air Resources Board or a local air pollution control district; (2) subject to any final cease and desist order not subject to further review, which has been issued under Water Code section 13301; or (3) in violation of any provisions of federal law relating to air or water pollution.

21. Controlling Law; Venue This Agreement is being made and delivered and is intended to be performed in the State of California and the execution, validity, construction, and performance of this Agreement shall be construed and enforced in accordance with the laws of California. This Agreement shall be deemed made and entered into in San Diego County, which shall be the exclusive venue for any action relating to this Agreement.
22. Timeliness; Binding Effect Time is of the essence of each and all of the provisions of this Agreement, and the provisions of this Agreement shall extend to and be binding upon and insure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, subject to any prohibitions on assignment or transfer, contained in this Agreement.
23. Resolution of Licensee Disputes (PCC 10240.5, 10381) If, during the performance of this Agreement, a dispute arises between Licensee and Association, the Licensee shall submit a written statement regarding the dispute to Association. A decision by Association shall be made to the Licensee in writing, and shall be final and conclusive. Licensee shall continue to perform contract requirements without interruption during the dispute period.
24. Obscenities Sales or displays of drug paraphernalia, merchandise containing offensive, lewd, indecent, or obscene language or depictions of lewd or obscene. Images, or sales or displays of merchandise promoting or depicting sexual, racial, or religious harassment or discrimination is prohibited. The Association reserves the right to approve, in its sole and exclusive discretion, all merchandise, displays, materials and images at or in Licensee's location rented under this Agreement. The parties agree that if Licensee violates this Paragraph (#24) of this agreement, it will be impracticable or extremely difficult to determine the damages suffered by the Association. It is therefore agreed that in the event of such a breach by Licensee, Licensee forfeit its entire deposit in the amount of \$1,000.00 to Association. In addition, in the event of a breach of this paragraph (#24) by Licensee, the Association may, in its sole and exclusive discretion, declare Licensee in breach of this Agreement.
25. Attachments The following documents are attached to this Agreement and made a part hereof as though set forth in full:

Exhibit "A"	Facility Rentals Rules and Regulations (dated 12/25/21)
Exhibit "B"	Insurance Statement (Form FE-13)
Exhibit "C"	Exhibit C Cancellation Policy (dated 9/21/20)

This Agreement has been executed in duplicate, by and on behalf of the parties to this Agreement, on the date set forth above.

22nd District Agricultural Association  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014

Company Name  
Company Address

BY

BY

TITLE: CHIEF EXECUTIVE OFFICER

TITLE \_\_\_\_\_



# CALIFORNIA CONSTRUCTION AUTHORITY

**Amendment 01  
Individual Project Agreement  
Between California Construction Authority  
And  
22<sup>nd</sup> DAA San Diego County Fair  
For  
DMTC HVAC Project  
CCA Project # 022-23-031**

The original Individual Project Agreement (“IPA”) was entered on **March 21<sup>st</sup>, 2023**, by and between the California Construction Authority (“CCA”), a joint powers authority, and the **22<sup>nd</sup> DAA San Diego County Fair** (“Fair”). This **Amendment 01** of **April 24, 2023**, is a modification to the original IPA. CCA and Fair are referred to as the “parties” and individually referred to as a “party.”

Whereas CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016, will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount. Additional payment by Fair under this Amendment 01 IPA to the original IPA shall not exceed the amount of **Twenty-Nine Thousand Five Hundred Seventy-Two and 50/100 Dollars (\$29,572.50)** or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.



Fair shall forward the following funds to CCA for the Project Fund Account:

**Twenty-Nine Thousand Five Hundred Seventy-Two and 50/100 Dollars (\$29,572.50)**

CCA shall provide Fair with accounting reports of Project funds at the completion of the project following reconciliation or upon request of the Fair if required.

6. Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:

- a. Fair to approve the award of the construction contract following the CCA procurement process and prior to construction commencing.
- b. Fair to approve payments to the Project contractor(s) prior to CCA making payments.

7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior to termination, including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

This IPA is executed as of the date first written above.

**California Construction Authority**

DocuSigned by: Randy Crabtree 5/17/2023  
677C3778134947C  
 Name: Randy Crabtree Jr.  
 Title: Executive Officer

**22nd DAA San Diego County Fair**

DocuSigned by: Carlene F. Moore 5/8/2023  
7B767D53C1244FC  
 Name: Carlene Moore  
 Title: CEO

DS  
MC

**22nd DAA San Diego County Fair**

DocuSigned by: G. Joyce Rowland 5/12/2023  
7A6D9595E4A948D  
 Name: G. Joyce Rowland

DS  
JR

DS  
KR



Title: Board President

**EXHIBIT "A"**  
**ORIGINAL SCOPE OF WORK**

The Fair's designated Project is the "DMTC HVAC." The site of the Project is 22<sup>ND</sup> DAA San Diego County Fair at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Fair").

1. Upon receipt of the signed IPA, CCA will perform the following services and work:

**Bidding & Construction**

- The project scope of work is presented below:
  - Provide replacement of the existing DMTC HVAC and controls.

**BASE BID:**

Remove the existing Air handling unit, and prep for a new install.

Provide and Install (1) Rooftop Air Handling unit.

Economizer

Curb Adapter

Condensate Drain Pan

Spring Isolator

Condenser Coil Coating

Replace existing Pneumatic with DDC Control by Automated controls.

Wireless DDC System to Dedicated Outside Air Units

Wireless DDC to Packaged Heat Pump Units

Wireless DDC to operate Makeup Air Unit

Wireless DDC to operate Exhaust Fans

**ADDITIVE ALTERNATE 1:**

Remove & Replace the Existing Boiler with RAYPAK or equal.

Remove & Replace ECM Pump

- CCA will provide construction oversight & inspection.

**AMENDMENT 01 SCOPE OF WORK**

1. Address the actual costs to perform the scope of work presented in the original IPA entered on **March 21<sup>st</sup>, 2023**.

All other aspects of the original IPA, dated **March 21<sup>st</sup>, 2023**, i.e., billing procedures, legal, and obligations, remain unchanged.



The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise, and either party is required to institute any action or to proceed to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors to perform the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this IPA with the Fair.

Items not included in the proposal are any permits or fees for services required by other governmental agencies or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises project management and inspection fees (scope of services).

CCA fees and estimated costs to manage the **DMTC HVAC** project at the **22nd DAA San Diego County Fair** for phase 2 are estimated to be **Twenty-Nine Thousand Five Hundred Seventy-Two and 50/100 Dollars (\$29,572.50)**, as detailed below. A breakdown of the estimated cost follows:



## EXHIBIT "B"

### 22nd DAA San Diego County Fair DMTC HVAC Cost Breakdown

	Phase 1 Bidding & Construction	Phase 2 Actual Construction Costs	Total
<b><u>Project Costs</u></b>			
Construction Contract	365,000.00	50,975.00	415,975.00
Construction Contingency 10%	36,500.00	(36,500.00)	-
Construction Contingency for Phase 2		10,000.00	10,000.00
Construction Project Admin Fee	36,500.00	5,097.50	41,597.50
Project Coordination/Management/Bidding	1,600.00		1,600.00
CCA Building Inspector	1,340.00		1,340.00
Project Costs Sub-Total	\$ 440,940.00	\$ 29,572.50	\$ 470,512.50
<b><u>Estimated Reimbursables</u></b>			
Special Inspection			
Travel	1,500.00		1,500.00
Bid Advertisement	850.00		850.00
Misc.	250.00		250.00
Reimbursable Markup - 6%	156.00		156.00
Estimated Reimbursement Sub-Total	\$ 2,756.00		\$ 2,756.00
<b>Total by Phase</b>	<b>\$ 443,696.00</b>	<b>\$ 29,572.50</b>	
<b>Total Costs, with Fees and Estimated Costs</b>			<b>\$ 473,268.50</b>

Costs between parentheses indicate a transfer of contingency funds.



# CALIFORNIA CONSTRUCTION AUTHORITY

**Individual Project Agreement  
Between California Construction Authority  
And  
22<sup>nd</sup> DAA San Diego County Fair  
For  
Asphalt Repair  
CCA Project # 022-23-046**

This Individual Project Agreement (“IPA”) is entered into this **8<sup>th</sup> of May 2023** by and between the California Construction Authority (“CCA”), a joint powers authority, and the **22<sup>nd</sup> DAA San Diego County Fair** (“Fair”). CCA and Fair are referred to as the “parties” and individually referred to as a “party.”

Whereas CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17, 2016, will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work outlined in the Scope of Services (“Services”), attached hereto as Exhibit “A” and incorporated herein, for the identified project (“Project”).
3. Not to Exceed Amount. Payment by Fair under this IPA shall not exceed the amount of, **One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00)**. Or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached as Exhibit “B” and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy.

Fair shall forward the following funds to CCA for the Project Fund Account:

**One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00)**





CCA shall provide Fair with accounting reports of Project funds after the project following reconciliation or upon request of the Fair if required.

6. Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:

a. Fair to approve the awarded construction contract following the CCA procurement process and before construction commences.

b. Fair to approve payments to the Project contractor(s) before CCA makes payments.

7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, the Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed before termination, including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

This IPA is executed as of the date first written above.

**California Construction Authority**

DocuSigned by:  
Randy Crabtree 5/11/2023  
ET7C2775131847C

Name: Randy Crabtree Jr.  
Title: Executive Officer

**22<sup>nd</sup> DAA San Diego County Fair**

DocuSigned by:  
Carlene F. Moore 5/9/2023  
78767D53C12A4EC

Name: Carlene Moore  
Title: CEO

**22<sup>nd</sup> DAA San Diego County Fair**

DocuSigned by:  
G. Joyce Rowland 5/10/2023  
70500592C4A840B

Name: G. Joyce Rowland  
Title: Board President

DS  
*MC*

DS  
*GR*

DS  
*GR*



## EXHIBIT "A" SCOPE OF SERVICES

The Fair's designated project is **Asphalt Repair**. The project site is at the **22<sup>nd</sup> DAA San Diego County Fair** at 2260 Jimmy Durante Blvd. Del Mar, CA 92014 ("Fair").

### SCOPE OF WORK

The current condition of the area has deteriorated, making travel unsafe. To address this, CCA will repair fractured asphalt on walkways and driving lanes to improve safety and perform the following services:

1. CCA will provide project oversight and solicit and contract a paving contractor. The contractor will assess the severity of the area.
  - a. In areas of lesser severity, the contractor will:
    - i. Spray round-up two weeks before filling in cracks.
    - ii. Clean all dead weeds out of cracks.
    - iii. Blow out all cracks free of any blockage.
    - iv. Install hot asphalt crack seal flush with asphalt on top of the edges using a V-shaped squeegee.
    - v. Clean up any spill when installing crack-fill products.
  - b. In areas of greater severity, the contractor will:
    - i. Saw-cut or grind asphalt and remove the old material.
    - ii. Compact subgrade and form the sides.
    - iii. Pour new asphalt.
2. CCA will provide inspection services.

The performance of CCA's scope of services inures to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise, and either party is required to institute any action or to proceed to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the such prevailing party



in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter this IPA with the Fair.

Items not included in the proposal are any permits or fees for services required by other governmental agencies or public or private entities. CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair. The administration fee comprises project management and inspection fees (scope of services).

The construction, inspection, estimated direct expenses, and project management fees are **One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00)**. Please note the breakout of the allocation of fee costs and conditions; see Exhibit B.



**EXHIBIT "B"**

**22nd DAA San Diego County Fair  
CCA Project # 022-23-046  
Asphalt Repair  
Project Cost Breakdown**

	<b>Paving</b>	<b>Total</b>
<b><u>CONSTRUCTION COSTS</u></b>		
Construction Cost Estimate	900,000.00	900,000.00
Contingency 10%	90,000.00	90,000.00
Construction Sub-Total	<b>990,000.00</b>	<b>990,000.00</b>
<b><u>**REIMBURSABLES (Estimate)</u></b>		
Travel	5,000.00	5,000.00
Project Coordination/Management/Bidding	6,608.49	6,608.49
Inspections	5,500.00	5,500.00
Geotech	10,000.00	10,000.00
Misc.	250.00	250.00
Reimbursable Sub-Total	27,358.49	<b>27,358.49</b>
<b><u>MANAGEMENT/ADMINISTRATION FEES</u></b>		
Construction Project Admin Fee (9%)	81,000.00	81,000.00
Other Direct Costs Handling Fee	1,641.51	1,641.51
Manage/Admin Sub-Total	82,641.51	<b>82,641.51</b>
<b>Total Costs, with Fees and Estimated Costs</b>		<b>\$ 1,100,000.00</b>

\*\*Costs identified as estimates are just that, actual costs will be accounted and reconciled at close of project.



## Item 5-A, General Business – Comprehensive Policies Development & Review

### **Background:**

As previously reported, the 22<sup>nd</sup> District Agricultural Association has embarked on a comprehensive process to review, revise, and develop policies for the organization over the course of 2023. 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 District Agricultural Association adopts an order, rule or regulation for governing its activities, the order, rule or regulation is exempt from California's Administrative Procedures Act. For reference, the Act governs state agencies in adopting, amending, and repealing administrative rules and regulations.

While the Department of Food and Agriculture (CDFA) provides policy oversight to District Agricultural Associations, including providing *recommended* rules and regulations for adoption, each District maintains the authority to adopt rules and regulations for governing its own operations and activities. Though DAAs are exempt from the Act, state agencies, including CDFA, are not. Were CDFA to adopt a mandatory rule or regulation that applied statewide to all District Agricultural Associations, CDFA would promulgate that rule or regulation in accordance with the Administrative Procedures Act.

### **Process/Approach:**

Best management practices, historical policies and procedures, mandatory requirements, industry and other state agency examples, etc., will be considered along with the *recommended* orders, rules, and regulations of CDFA. The process will be 1) present draft policies to the Board at a duly noticed public meeting for discussion, 2) route through the appropriate Board committee(s) or delegate back to the Chief Executive Officer for further consideration of the input received, 3) brought back to the Board at a subsequent public meeting for additional feedback, and 4) finally presented to the Board for consideration and approval. The developing Table of Contents is provided monthly as a progress report.

### **Recommendation**

To approve the following policies that have previously been provided for review.

2.05 Reporting Wrongdoing	3.09 Organizational Planning
3.08 General Responsibilities	3.10 Risk Management

The draft policies are attached in a redline version to show changes since first introduced and a clean version for ease of reading.

### **Environmental/Coastal Commission Review**

None at this time.

### **Fiscal Impact**

None at this time.

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

## Policies – Table of Contents

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### Introduction

Status as of 5/9/23

### Section 1

*1.01 – Policy Framework and Definitions*

*Draft*

### Section 2

2.01 – Institutional Values

Adopted

2.02 – Code of Ethics

Adopted

2.03 – Conflicts of Interest

Adopted

2.04 – Discrimination and Harassment Prevention

Adopted

*2.05 – Reporting Wrongdoing*

*Draft*

### Section 3

3.01 – Board Composition and Officers

Adopted

3.02 – Board Committees

Adopted

3.03 – Board Member Code of Conduct

Adopted

3.04 – Board Member Conflict Resolution

Adopted

3.05 – Board Meetings and Agendas

Adopted

3.06 – Board Member Orientation and Training

Adopted

3.07 – Board Self-Assessment

Adopted

*3.08 – General Responsibilities*

*Draft*

*3.09 – Organizational Planning*

*Draft*

*3.10 - Risk Management*

*Draft*

### Section 4

## **Policies**

### **Policy 2.05: Reporting Wrongdoing**

Date Adopted/Last Revised:

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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 22nd DAA Code of Ethics (*Policy 2.02*) requires all 22nd DAA Personnel to meet the highest standards of ethical conduct and behavior. This Policy is designed to provide clear guidance to 22nd DAA Personnel about their responsibility to report any unethical behavior or wrongdoing related to the 22nd DAA.

Note: This Policy supplements but does not replace any whistleblower protections provided for under California law or Federal law, including but not limited to, the California Whistleblower Protection Act.

~~If any provision contained in this Policy conflicts with any provision of California law, the provision of California law shall govern and control.~~

#### **Policy**

All 22nd DAA Personnel are required to immediately file a report when they observe or otherwise become aware of any illegal and/or unethical behavior, including any violations of law, Policies, or California State rules or regulations, including with respect to fraud, waste, and abuse (collectively, “Wrongdoing”). Any use of these reporting procedures in bad faith or in a false or frivolous manner is a serious violation of the 22nd DAA’s commitment to ethical behavior.

The 22nd DAA maintains an anonymous ethics hotline (“Ethics Hotline”) for employees, Board Members, and community members to anonymously report allegations of

Wrongdoing. The Ethics Hotline is administered by an independent third party and is overseen by the Board.

## **Retaliation and Whistleblower Protections**

A whistleblower as defined by this policy is an employee of the 22nd DAA who reports an activity that the employee considers in good faith to be Wrongdoing. Whistleblower protections are provided in two important areas—confidentiality and retaliation.

### *Confidentiality*

Consistent with California law, the 22nd DAA will make every effort to protect the reporter's identity. Information provided in a hotline report may be the basis of an internal or external investigation by the 22nd DAA into the issue. It is possible that as a result of the information provided, a reporter's identity may become known during the course of the investigation.

### *Retaliation*

The 22nd DAA will not retaliate, or permit any retaliation, against a whistleblower who makes a report in good faith. This includes, but is not limited to, protection from retaliation in the form of any adverse employment action such as termination, compensation decreases, demotion, poor work assignments, threats of physical or reputational harm, bullying, harassment, interfering with job responsibilities, and/or any other form of retaliation. 22nd DAA Personnel are strictly prohibited from engaging in unlawful retaliation. Violations of this prohibition will be treated as serious misconduct. Any whistleblower who believes they are being retaliated against should immediately report that information in accordance with the reporting procedures below. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and found to have occurred.

## **Procedure**

### **Reporting Procedure Wrongdoing**

22nd DAA employees may report allegations of Wrongdoing by other employees to their direct supervisor, to the CEO, to the Director of Human Resources, or to the Ethics Hotline at (###) ###-####. 22nd DAA employees may report allegations concerning



potential Wrongdoing by the CEO, CEO Direct Reports, or a Board Member to the Board Chair (or, if the allegation involves the Board Chair, to the Board Vice Chair) or to the Ethics Hotline. Individuals reporting to the Ethics Hotline have the option to remain anonymous. If possible, reporters should provide evidence or documentation in their report to provide supporting information critical to a potential investigation.

Board Members should report allegations of Wrongdoing to the Board Chair (or, if the allegation involves the Board Chair, to the Board Vice Chair).

Employees or Board Members may file a complaint with the California State Auditor's Office under the California Whistleblower Protection Act. The State Auditor is authorized to accept complaints from state employees and members of the public who wish to report an improper governmental activity and protects every state employee who files a complaint from suffering any retaliation by his or her state employer for having made the complaint.

A complaint may be filed by contacting the Whistleblower Hotline at (800) 952-5665, faxed to (9816) 322-2603, or sent by mail to:

Investigations  
California State Auditor  
P.O. Box 1019  
Sacramento, CA 95812

An electronic complaint form and on-line ~~Whistleblower Complaint~~ Submission form are available at the State Auditor's website: <https://www.auditor.ca.gov>

## **Response Procedures**

Responses to whistleblower reports will depend on the nature of the issue.

### *Allegations Against Employees Other than the CEO or a CEO Direct Report*

All whistleblower reports involving allegations of Wrongdoing by employees other than the CEO or a CEO Direct Report shall be referred directly to the CEO. The CEO will perform an initial review and consult with ~~other~~ applicable government agencies/entities or legal counsel(e.g., CalHR, CDFR, etc.), and determine appropriate follow-up actions. The CEO may consult with and delegate responsibility for follow-up action to other Executives and/or the Director of Human Resources. The CEO shall, in his/her reasonable judgment, inform the Board Chair and Board Vice Chair of any significant

allegations of Wrongdoing or of allegations that suggest a pattern of Wrongdoing or systemic issues.

*Allegations Against Board Members, the CEO, or a CEO Direct Report*

All whistleblower reports involving allegations of Wrongdoing by the CEO, a CEO Direct Report, or a Board Member shall be referred directly to the Board Chair and Board Vice Chair(s). If the allegation involves the Board Chair, the report shall be referred directly to the Board Vice Chair(s) and a member of the Audit & Governance Committee ~~Chair~~. If the allegation involves ~~the a~~ Board Vice Chair, the report shall be referred to the Board Chair and ~~the a member of the~~ Audit & Governance Committee ~~Chair~~. The Board Chair and Board Vice Chair (or Audit & Governance Committee ~~Chair~~, if applicable) will perform an initial review, consult with the Office of the Attorney General and/or other applicable government agencies/entities (e.g., CDFR, CalHR, ~~Office of the Governor~~), and determine appropriate follow-up actions.

DRAFT

## **Policies**

### **Policy 2.05: Reporting Wrongdoing**

Date Adopted/Last Revised:

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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 22nd DAA Code of Ethics (*Policy 2.02*) requires all 22nd DAA Personnel to meet the highest standards of ethical conduct and behavior. This Policy is designed to provide clear guidance to 22nd DAA Personnel about their responsibility to report any unethical behavior or wrongdoing related to the 22nd DAA.

Note: This Policy supplements but does not replace any whistleblower protections provided for under California law or Federal law, including but not limited to, the California Whistleblower Protection Act.

#### **Policy**

All 22nd DAA Personnel are required to immediately file a report when they observe or otherwise become aware of any illegal and/or unethical behavior, including any violations of law, Policies, or California State rules or regulations, including with respect to fraud, waste, and abuse (collectively, “Wrongdoing”). Any use of these reporting procedures in bad faith or in a false or frivolous manner is a serious violation of the 22nd DAA’s commitment to ethical behavior.

The 22nd DAA maintains an anonymous ethics hotline (“Ethics Hotline”) for employees, Board Members, and community members to anonymously report allegations of Wrongdoing. The Ethics Hotline is administered by an independent third party and is overseen by the Board.

#### **Retaliation and Whistleblower Protections**

A whistleblower as defined by this policy is an employee of the 22nd DAA who reports an activity that the employee considers in good faith to be Wrongdoing. Whistleblower protections are provided in two important areas—confidentiality and retaliation.

### *Confidentiality*

Consistent with California law, the 22nd DAA will make every effort to protect the reporter's identity. Information provided in a hotline report may be the basis of an internal or external investigation by the 22nd DAA into the issue. It is possible that as a result of the information provided, a reporter's identity may become known during the course of the investigation.

### *Retaliation*

The 22nd DAA will not retaliate, or permit any retaliation, against a whistleblower who makes a report in good faith. This includes, but is not limited to, protection from retaliation in the form of any adverse employment action such as termination, compensation decreases, demotion, poor work assignments, threats of physical or reputational harm, bullying, harassment, interfering with job responsibilities, and/or any other form of retaliation. 22nd DAA Personnel are strictly prohibited from engaging in unlawful retaliation. Violations of this prohibition will be treated as serious misconduct. Any whistleblower who believes they are being retaliated against should immediately report that information in accordance with the reporting procedures below. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and found to have occurred.

## **Procedure**

### **Reporting Wrongdoing**

22nd DAA employees may report allegations of Wrongdoing by other employees to their direct supervisor, to the CEO, to the Director of Human Resources, or to the Ethics Hotline at (###) ###-####. 22nd DAA employees may report allegations concerning potential Wrongdoing by the CEO, CEO Direct Reports, or a Board Member to the Board Chair (or, if the allegation involves the Board Chair, to the Board Vice Chair) or to the Ethics Hotline. Individuals reporting to the Ethics Hotline have the option to remain anonymous. If possible, reporters should provide evidence or documentation in their report to provide supporting information critical to a potential investigation.

Board Members should report allegations of Wrongdoing to the Board Chair (or, if the allegation involves the Board Chair, to the Board Vice Chair).

Employees or Board Members may file a complaint with the California State Auditor's Office under the California Whistleblower Protection Act. The State Auditor is authorized to accept complaints from state employees and members of the public who wish to report an improper governmental activity and protects every state employee who files a complaint from suffering any retaliation by his or her state employer for having made the complaint.

A complaint may be filed by contacting the Whistleblower Hotline at (800) 952-5665, faxed to (916) 322-2603, or sent by mail to:

Investigations California State Auditor  
P.O. Box 1019  
Sacramento, CA 95812

An electronic complaint form and online submission form are available at the State Auditor's website: <https://www.auditor.ca.gov>

### **Response Procedures**

Responses to whistleblower reports will depend on the nature of the issue.

#### *Allegations Against Employees Other than the CEO or a CEO Direct Report*

All whistleblower reports involving allegations of Wrongdoing by employees other than the CEO or a CEO Direct Report shall be referred directly to the CEO. The CEO will perform an initial review and consult with applicable entities or legal counsel, and determine appropriate follow-up actions. The CEO may consult with and delegate responsibility for follow-up action to other Executives and/or the Director of Human Resources. The CEO shall, in his/her reasonable judgment, inform the Board Chair and Board Vice Chair of any significant allegations of Wrongdoing or of allegations that suggest a pattern of Wrongdoing or systemic issues.

#### *Allegations Against Board Members, the CEO, or a CEO Direct Report*

All whistleblower reports involving allegations of Wrongdoing by the CEO, a CEO Direct Report, or a Board Member shall be referred directly to the Board Chair and Board Vice

Chair(s). If the allegation involves the Board Chair, the report shall be referred directly to the Board Vice Chair(s) and a member of the Audit & Governance Committee. If the allegation involves a Board Vice Chair, the report shall be referred to the Board Chair and a member of the Audit & Governance Committee. The Board Chair and Board Vice Chair (or Audit & Governance Committee, if applicable) will perform an initial review, consult with the Office of the Attorney General and/or other applicable entities, and determine appropriate follow-up actions.

DRAFT

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

## Policies

### Policy 3.08: Board General Responsibilities

Date Adopted/Last Revised:

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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 general responsibilities of the 22<sup>nd</sup> DAA Board.

#### Policy

At the highest level, the Board has the authority to manage the affairs of and make all necessary bylaws, rules, and regulations for the governance of the 22<sup>nd</sup> DAA and -is accountable for exercising good stewardship on behalf of the public, operating in an open and transparent manner. The Board is responsible for:

#### Providing vision and strategic guidance

- Further the organization's purpose;
- ~~Safeguard and champion~~ Shape and uphold the organization's mission;
- Articulate a compelling vision;
- ~~Ensure the congruence between decisions and values, guiding~~
- ~~Guide~~ the organization's strategic direction and objectives;
- Institutionalize a culture of inquiry, mutual respect, and constructive debate that leads to sound and shared decision making.
- ~~Establish Policies~~

#### Ensuring stability and performance

- Ensuring the proper and prudent management of the organization;
- ~~Select, evaluate, and provide support to the CEO~~
- Measure advancement towards mission and evaluate performance of the organization's major programs and services;
- Link visions and plans to financial support, expertise, and networks of influence;
- Select, evaluate, and provide support to the CEO;
- Monitor major areas of organizational performanceGovern in constructive partnership with the CEO, recognizing that the effectiveness of the board and CEO are interdependent;
- Establish Policies.
- —

### **ProvidingAdministering proper ~~financial~~ oversight**

- Structure the Board and its committees to fulfill governance duties and to support organizational priorities;
- Providing due diligence to oversee the management of the 22<sup>nd</sup> DAA's finances through the approval of the annual operating and capital expenditures budgets, and fee schedules aligned with the organization's missions, values, and strategic initiatives;
  - Ensuring the proper and adequate discharge of this duty through regular reporting by the Finance Committee to the Board
- Ensuring responsible management of resources by selecting the audit firm that reports to the Board;
- Establish appropriate mechanisms to monitor compliance with laws, regulations, and policies.

### **Enhancing the organization's public standing**

- Serving as ambassadors for the organization by building connections and relationships to generate positive impacts for the community and the organization.
- Plan for turnover through thoughtful recruitment
- Promote diversity and inclusiveness

### **Maintaining accountability**



~~The Board is accountable for exercising good stewardship of the 22<sup>nd</sup> DAA on behalf of the public. The Board will operate in an open and transparent manner through:~~

- Annual and periodic review on the activities and finances of the organization presented at Board meetings;
- Annual audited financial statements;
- Minutes of Board meetings;
- Ensuring the organization is effectively fulfilling its purpose and missionEnsuring that 22<sup>nd</sup> DAA Personnel and External Stakeholders have access to appropriate information regarding finances, operations, and results;
- Embracing the qualities of a continuous learning organization.

DRAFT

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

## **Policies**

### **Policy 3.08: Board General Responsibilities**

Date Adopted/Last Revised:

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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 general responsibilities of the 22<sup>nd</sup> DAA Board.

#### **Policy**

At the highest level, the Board has the authority to manage the affairs of and make all necessary bylaws, rules, and regulations for the governance of the 22<sup>nd</sup> DAA and is accountable for exercising good stewardship on behalf of the public, operating in an open and transparent manner. The Board is responsible for:

#### **Providing vision and strategic guidance**

- Further the organization's purpose;
- Shape and uphold the organization's mission;
- Articulate a compelling vision;
- Ensure the congruence between decisions and values, guiding the organization's strategic direction and objectives;
- Institutionalize a culture of inquiry, mutual respect, and constructive debate that leads to sound and shared decision making.

## **Ensuring stability and performance**

- Ensure the proper and prudent management of the organization;
- Measure advancement towards mission and evaluate performance of the organization's major programs and services;
- Link visions and plans to financial support, expertise, and networks of influence;
- Select, evaluate, and provide support to the CEO;
- Govern in constructive partnership with the CEO, recognizing that the effectiveness of the board and CEO are interdependent;
- Establish Policies.

## **Administering proper oversight**

- Structure the Board and its committees to fulfill governance duties and to support organizational priorities;
- Provide due diligence to oversee the management of the 22<sup>nd</sup> DAA's finances through the approval of the annual operating and capital expenditures budgets, and fee schedules aligned with the organization's mission, values, and strategic initiatives;
  - Ensure the proper and adequate discharge of this duty through regular reporting by the Finance Committee to the Board
- Ensure responsible management of resources by selecting the audit firm that reports to the Board;
- Establish appropriate mechanisms to monitor compliance with laws, regulations, and policies.

## **Enhancing the organization's public standing**

- Serve as ambassadors for the organization by building connections and relationships to generate positive impacts for the community and the organization.
- Plan for turnover through thoughtful recruitment
- Promote diversity and inclusiveness

## **Maintaining accountability**

- Annual and periodic review on the activities and finances of the organization presented at Board meetings;
- Annual audited financial statements;

- Minutes of Board meetings;
- Ensuring that 22<sup>nd</sup> DAA Personnel and External Stakeholders have access to appropriate information regarding finances, operations, and results;
- Embracing the qualities of a continuous learning organization.

DRAFT

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

## Policies

### Policy 3.09: Organizational Planning

Date Adopted/Last Revised:

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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 Board is responsible for managing the affairs of the 22<sup>nd</sup> DAA, which includes the provision of general guidance and direction for the organization. The purpose of this Policy is to outline the Board's major planning responsibilities for the organization.

#### **Policy**

A comprehensive framework for planning, setting priorities, and reporting is essential to effective and responsible organizational stewardship. As such, the Board is responsible for developing a Master [Site](#) Plan and Strategic Plan to guide the organization's work and establish CEO performance expectations. The CEO is responsible for developing the Annual Operating Plan that supports the strategic direction established by the Board. Additionally, the Board will prepare and follow its own Annual Work Plan that focuses on fulfilling its major responsibilities.

#### **Master [Site](#) Plan**

The Board is responsible for guiding future growth and development through the creation of a Master [Site](#) Plan. A Master [Site](#) Plan is a dynamic long-term planning document that provides a conceptual layout to guide future growth and development. It is about making the connection between facilities, social settings, and their surrounding environments.

## Strategic Plan

The Board establishes the organization's overall direction through the development and approval of a Strategic Plan. This plan provides a blueprint for the general direction for the next three to five years by identifying priority initiatives to focus activities, allocating resources, and establishing key performance indicators.

The development and approval of the Strategic Plan takes place in a three- to five-year cycle. The Board will initiate a new strategic plan no later than the start of the fifth-final year of a given plan's lifecycle.

The Master Site Plan and Strategic Plan should include input from a diverse range of stakeholders—including 22<sup>nd</sup> DAA Personnel and External Stakeholders—to enrich the quality of the analysis, and ultimately, the plan. The Board may also engage consultants to help design and guide the process.

## Annual Operating Plan

Based on the general blueprint outlined by the Strategic Plan, the Annual Operating Plan, created by the CEO, includes budgets related to planned programs, services, and facility enhancements. This plan will contain more specific objectives than contained in the Strategic Plan, expected results for each objective, the period during which those results will be sought, and criteria for measuring the achievement of those results.

## Annual Work Plan of the Board

The Board Chair is responsible for preparing and presenting to the Board an outline for the year's meetings and activities at the start of the year in the fourth quarter of the calendar year, that achieves continual improvement of the Board performance including election of officers, delegation of authority, check signing authorities, Board education including State-mandated training courses, and any planned review of the Policies.

## Monitoring and Reporting

The Board is responsible for monitoring performance toward strategic initiatives on an annual basis. The CEO is responsible for providing periodic progress reports to the Board.

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

### **Policy 3.09: Organizational Planning**

Date Adopted/Last Revised:

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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**

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#### **Policy**

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#### **Master Site Plan**

The Board is responsible for guiding future growth and development through the creation of a Master Site Plan. A Master Site Plan is a dynamic long-term planning document that provides a conceptual layout to guide future growth and development. It is about making the connection between facilities, social settings, and their surrounding environments.

## **Strategic Plan**

The Board establishes the organization's overall direction through the development and approval of a Strategic Plan. This plan provides a blueprint for the general direction for the next three to five years by identifying priority initiatives to focus activities, allocating resources, and establishing key performance indicators.

The development and approval of the Strategic Plan takes place in a three- to five-year cycle. The Board will initiate a new strategic plan no later than the start of the final year of a given plan's lifecycle.

The Master Site Plan and Strategic Plan should include input from a diverse range of stakeholders—including 22<sup>nd</sup> DAA Personnel and External Stakeholders—to enrich the quality of the analysis, and ultimately, the plan. The Board may also engage consultants to help design and guide the process.

## **Annual Operating Plan**

Based on the general blueprint outlined by the Strategic Plan, the Annual Operating Plan, created by the CEO, includes budgets related to planned programs, services, and facility enhancements. This plan will contain more specific objectives than contained in the Strategic Plan, expected results for each objective, the period during which those results will be sought, and criteria for measuring the achievement of those results.

## **Annual Work Plan of the Board**

The Board Chair is responsible for preparing and presenting to the Board an outline for the year's meetings and activities in the fourth quarter of the calendar year, that achieves continual improvement of the Board performance including election of officers, delegation of authority, check signing authorities, Board education including State-mandated training courses, and any planned review of the Policies.

## **Monitoring and Reporting**

The Board is responsible for monitoring performance toward strategic initiatives on an annual basis. The CEO is responsible for providing periodic progress reports to the Board.



# 22nd District Agricultural Association Policies

## Policy 3.10: Risk Management

Date Adopted/Last Revised:

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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

Risk management is the process of identifying, assessing, and controlling financial, legal, strategic and security threats to the organization's resources. These risks stem from a variety of sources, including financial uncertainties, potential legal liabilities exposure, technology issues, strategic management issues errors, accidents, and natural disasters. The purpose of this Policy is to outline the responsibilities of the 22nd DAA Board and Staff member employees in relation to organizational risk management.

### Policy

#### **Risk Management Philosophy**

As part of the 22nd DAA's mission to provide an inclusive, accessible, and safe place for all visitors to ~~the 22<sup>nd</sup> DAA~~its properties including customers, patrons, contractors, volunteers, and employees, risk management is integral to all organizational activities. In keeping with this philosophy, 22nd DAA Personnel are expected to carry out their work with a high degree of safety and attention to potential risks.

The ~~22nd DAA~~CEO seeks shall to involve appropriate personnel at all levels of the organization to identify risks and create practical strategies to ensure that ~~its~~the risk management approach considers diverse perspectives and that ~~its staff~~employees understands their roles in protecting the mission and assets of the organization.

22<sup>nd</sup> DAA Personnel shall be guided by these general principles pertaining to risk management:

### **General Principles**

- The 22<sup>nd</sup> DAA strives at all times to operate in compliance with all applicable local, state, and federal laws and regulations.
- The 22<sup>nd</sup> DAA bears responsibility for the health, safety, and security of all visitors to the property. This is a primary responsibility of the Board, the CEO, and all [22<sup>nd</sup> DAA employees](#)~~program staff~~.
- Safety and risk management activities are multi-faceted and include:
  - Creating and enforcing policies, standards, guidelines, and procedures related to safety, financial security, and risk mitigation.
  - Maintaining safe and secure facilities.
  - Maintaining clear communication channels.
  - Purchasing insurance coverage as a financial mechanism for certain risks, while still recognizing that insurance is not a substitute for vigilance in planning and implementing services, programs, and events.
  - Assessing safety risks and taking actions to minimize risk to life and property.
  - Establishing procedures to be followed in the event of an emergency.
  - Creating and maintaining a crisis communication plan to be implemented in the event of an emergency.

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

### **Policy 3.10: Risk Management**

Date Adopted/Last Revised:

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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**

Risk management is the process of identifying, assessing, and controlling financial, legal, strategic and security threats to the organization's resources. These risks stem from a variety of sources, including financial uncertainties, potential legal exposure, technology issues, strategic management issues, accidents, and natural disasters. The purpose of this Policy is to outline the responsibilities of the 22nd DAA Board and employees in relation to organizational risk management.

#### **Policy**

As part of the 22nd DAA's mission to provide an inclusive, accessible, and safe place for all visitors to its properties including customers, patrons, contractors, volunteers, and employees, risk management is integral to all organizational activities. In keeping with this philosophy, 22nd DAA Personnel are expected to carry out their work with a high degree of safety and attention to potential risks.

The CEO shall involve appropriate personnel at all levels of the organization to identify risks and create practical strategies to ensure that the risk management approach considers diverse perspectives and that employees understand their roles in protecting the mission and assets of the organization.

22<sup>nd</sup> DAA Personnel shall be guided by these general principles pertaining to risk management:

## General Principles

- The 22nd DAA strives at all times to operate in compliance with all applicable local, state, and federal laws and regulations.
- The 22nd DAA bears responsibility for the health, safety, and security of all visitors to the property. This is a primary responsibility of the Board, the CEO, and all 22nd DAA employees.
- Safety and risk management activities are multi-faceted and include:
  - Creating and enforcing policies, standards, guidelines, and procedures related to safety, financial security, and risk mitigation.
  - Maintaining safe and secure facilities.
  - Maintaining clear communication channels.
  - Purchasing insurance coverage as a financial mechanism for certain risks, while still recognizing that insurance is not a substitute for vigilance in planning and implementing services, programs, and events.
  - Assessing safety risks and taking actions to minimize risk to life and property.
  - Establishing procedures to be followed in the event of an emergency.
  - Creating and maintaining a crisis communication plan to be implemented in the event of an emergency.



## Item 5-D, Finance Committee Report

### Executive Summary

The attached preliminary financial reports are through May 31, 2023, and are subject to change as the 22<sup>nd</sup> District Agricultural Association (District) works to review and close out the month.

The Balance Sheet is consolidated with District, State Race Track Leasing Commission, and Race Track Authority. The Income Statement is inclusive of District programs and operations only.

As has previously been discussed, due to the proximity of the board meeting dates to the end of the month immediately prior, there is approximately a six (6) week lag between the financial report presentation and current activity. Due to the volume of financial activity for the Fair which spans three months, additional analysis is applied to further ensure the accuracy of the reports May through July. As such, June and July financials will be presented in September with the Fair wrap-up report.

### Balance Sheet:

Data for fiscal years 2021 and 2022 is included for comparison purposes to the current year, 2023. The most recent full year of activities and operations was 2022 as it included a full San Diego County Fair while 2021 included the modified summer event, Home\*Grown\*Fun, and ongoing pandemic-related restrictions.

- Assets:
  - **Total Cash and Cash Equivalents.** The District's unrestricted cash position continues to remain strong through the month of May. Notable is the increase to the operating **Cash** position over 2022. In 2021, **Restricted Cash in Trust** (loan funds) for capital projects comprised a significant portion of the overall cash position and those loan funds were exhausted due to completion of the projects in 2022.
  - **Restricted Cash RTA** is the cash available for the Race Track Authority bond obligations including maintaining a reserve fund held in trust equivalent to one year's debt obligation, the current year's debt obligation, and the minimum cash balance requirement for the District (also one year's debt obligation). Net Horse Racing Revenues and/or Net Concession Revenues are transferred to the trustee by January 15<sup>th</sup> of each year. The trustee makes withdrawals in April and October for the payment of the current year debt.

- Liabilities:
  - Beginning in 2022, greater detail has been provided for all Liabilities in the footnotes.
  - **Deferred Revenue** consists of advance payments received for activities in the future such as event rentals and the San Diego County Fair.
  - **Accrued Employee Leave Liabilities** reflects the value of the leave balances currently due to employees upon separation from District and continues to be managed to remain within the state mandated thresholds.

Income Statement (All Programs & Operations):

Revenues are recognized in the month in which they are earned; expenses in the month incurred. For example, revenues for the San Diego County Fair are reflected in the upcoming June and July financial reports.

The first three columns of figures represent the month's activity – Actual, Budget, and Variance of Actual to Budget. The middle grouping of columns represents the year-to-date activity, while the last column presents the complete operating budget goals for 2023.

The overall activity for the District through March has been on pace with budget forecasts.

- Revenues:
  - Most revenue categories met or exceeded budgeted expectations.
  - **Parking Revenues** were short of expectations by 27% for the month of May and 37% for the year, due to lower than anticipated attendance for non-fair events through the month of May.
  - **Food and Beverage Contract** includes sales at The Sound for the first time. The Sound started its operations during the month of February and continues to make a positive contribution to the overall food and beverage (F&B) revenue stream for District. For the month of May, gross F&B revenues at The Sound totaled \$69,500, while \$88,500 were forecasted for the same period. For Year-to-Date, F&B revenue stream from The Sound totaled \$655,000 while \$301,000 was budgeted.
  - **Interest Earnings** outperformed the budget because of cumulative Fed Fund Rate increases pursuant to actions taken by the Federal Reserve/Federal Open Market Committee.
  
- Expenses:
  - **Payroll & Related Expenses** are indicative of District's ability to fill full-time, civil service vacancies within any given month as well as actual hours incurred versus those anticipated for temporary employees working during events. Cumulative savings are indicative of the District's difficulty filling full-time vacancies and fewer hours worked by temporary employees during events that was anticipated in the development of the budget. As of May 2023, the District's payroll and related expenses are \$1,290,000 under budget.

- **Professional Services** consists of a multitude of services, the largest being food and beverage.
- **Food and Beverage Expenses** are higher than budgeted due to the start of operations at The Sound. February was the first month of operations for this venue and The Sound is moving toward stabilization. For the month of May, The Sound's F&B expenses were 63%, or \$38,400 higher than budget, and 211% or \$440,000 higher than budget on year-to-date basis, in part offset by the revenues described above.

### CDFA Statement of Operations

The Statement of Operations ("STOP") is the end-of-year financial report requirement for all Fairgrounds to submit to the California Department of Food and Agriculture (CDFA) annually. The District requested, and CDFA approved, delayed submissions for both the 2021 and 2022 reports while the District was awaiting the special audit to reconcile payments received from Premier. The special audit was concluded in May and the 2021 Statement of Operations was completed and submitted to CDFA this week.

On page 1 of the 2021 Statement of Operations, the Increase in Net Resources During the Year for (2021) is due to recognizing as revenue the \$4.7M Paycheck Protection Program Loan which converted from a liability in 2020 to a grant in 2021 upon the official forgiveness of the debt by the Small Business Administration, and the receipt of funds from the Shuttered Venues Operator Grant (\$2.3M) program through the Small Business Administration.

The growth in Unrestricted Net Position-Pension/OPEB liability is due to the catch up in receiving prior years GASB 68 (Pension Liability Reporting) and GASB 75 (OPEB Liability Reporting) information from CDFA, who receives the information from the State Controller's Office. The information historically lags 18 months. The amount as reflected in the 2021 Statement of Operations is with the measurement date of 6/30/2020.

CDFA notified the District of its intent to provide the GASB 75 information with measurement date of 6/30/2021 later this month for inclusion in the District's 2022 Statement of Operations. The District already received the GASB 68 information earlier this year.

**22nd DAA**  
**Consolidated Balance Sheet (DAA, RTA, RTLC)**  
**As of May 31, 2023**

	<u>2023</u>	<u>2022</u>	<u>2021</u>
<b>Assets</b>			
Cash	\$ 28,848,698	\$ 26,058,318	\$ 4,366,829
<sup>1</sup> Restricted Cash - F&B Equipment Fund	68,625	338,980	133,084
<sup>2</sup> Restricted Cash - RTA	12,534,009	11,945,011	8,955,815
Restricted Cash in Trust - WQI	(1)	(1)	332,064
Restricted Cash in Trust - The Center	-	-	3,313,828
<b>Total Cash and Cash Equivalents</b>	<u><b>41,451,331</b></u>	<u><b>38,342,308</b></u>	<u><b>17,101,620</b></u>
Accounts Receivable	1,150,134	107,257	(1,007,570)
Prepaid Expenses	874,630	910,001	423,745
<sup>3</sup> Deferred Outflows Pension	6,547,075	6,547,075	6,547,075
<b>Total Current Assets</b>	<u><b>8,571,839</b></u>	<u><b>7,564,333</b></u>	<u><b>5,963,250</b></u>
Land	35,011,899	35,011,899	35,011,899
Building and Improvements	189,040,757	189,021,781	189,021,781
Equipment	38,411,285	38,079,620	37,934,770
Capital Projects in Process	40,554,334	38,841,268	34,750,355
Accumulated Depreciation	(173,822,663)	(173,822,663)	(169,815,445)
<b>Total Capital Assets</b>	<u><b>129,195,613</b></u>	<u><b>127,131,906</b></u>	<u><b>126,903,361</b></u>
<b>Total Assets</b>	<u><b>\$ 179,218,782</b></u>	<u><b>\$ 173,038,547</b></u>	<u><b>\$ 149,968,230</b></u>
<b>Liabilities</b>			
Accounts Payable	5,092,179	6,643,262	3,543,679
Payroll Liabilities	914,071	647,214	179,354
Accrued Liabilities	1,981,558	2,066,592	2,303,294
<sup>4</sup> Other Current Liabilities	1,991,143	2,178,835	4,578,514
<sup>5</sup> Deferred Revenue	7,733,206	3,916,407	923,184
Current Long Term Debt	2,413,460	3,031,007	4,197,391
<sup>6</sup> Accrued Employees Leave Liabilities	1,132,164	1,309,111	1,381,544
<sup>7</sup> Long Term Debt	60,428,807	63,962,267	66,105,257
Reserve - F&B Equipment Fund	633,435	356,811	134,489
Reserve - JLA	16,305	16,305	20,838
<sup>3</sup> Pension Liability	45,354,017	45,115,041	44,950,396
<sup>3</sup> Deferred Inflows - Pension	2,757,189	2,744,433	2,744,433
<b>Total Liabilities</b>	<u><b>130,447,532</b></u>	<u><b>131,987,284</b></u>	<u><b>131,062,373</b></u>
<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	(5,921,909)	(5,921,909)	(13,151,333)
Investment in Capital Assets	(3,891,786)	(3,891,786)	(3,891,786)
	34,705,006	34,705,006	27,475,582
Net Proceeds from Operations	14,066,245	6,346,257	(8,569,724)
<b>Total Net Resources</b>	<u><b>48,771,250</b></u>	<u><b>41,051,263</b></u>	<u><b>18,905,857</b></u>
<b>Total Liabilities and Net Resources</b>	<u><b>\$ 179,218,782</b></u>	<u><b>\$ 173,038,547</b></u>	<u><b>\$ 149,968,230</b></u>

1

Per Food &amp; Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and m

2

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

3

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

<sup>4</sup> Current portion of long-term debt due within the next 12 months<sup>5</sup> Advance payments for events/activities in the future<sup>6</sup> Due to employees at time of separation for paid leave balances<sup>7</sup> RTA Bonds \$34.2M; Ibank WQI \$7M; Ibank Surfside \$13.7M; Premier \$1.8M; Energy Efficiency \$3.2M; CalPers SB84 \$2.2M



**22nd DAA**  
**Income Statement**  
For the Period Ending May 31, 2023

	May 2023			Year-to-Date			Full 2023
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>REVENUES</b>							
Admissions Revenue	0	0	0	0	0	0	12,337,386
Gates	0	0	0	0	0	0	12,337,386
Concessions Revenue	828,982	437,117	391,864	2,551,004	1,074,171	1,476,833	41,087,636
Food & Beverage Contrac	814,439	428,567	385,872	2,503,369	1,039,461	1,463,908	18,544,654
Other Food & Beverage	0	0	0	0	0	0	4,422,070
Midway	0	0	0	0	0	0	18,054,362
Merchandise	14,899	8,550	6,349	47,991	34,710	13,281	66,550
Facility Rentals Revenue	308,467	298,720	9,747	2,435,137	2,230,598	204,539	7,308,591
Commercial	0	0	0	0	0	0	3,131,700
Leases Revenue	51,491	28,976	22,515	215,035	144,718	70,317	1,694,917
Racetrack	0	0	0	0	0	0	(1,225,000)
Program Revenues	550,928	611,356	(60,429)	2,137,965	2,978,966	(841,000)	8,644,444
JLA	0	0	0	0	0	0	472,500
Parking	361,827	495,156	(133,330)	1,539,744	2,435,066	(895,322)	7,417,744
Participation Fees	125,853	55,000	70,853	304,821	285,000	19,821	335,000
Satellite Wagering	63,248	61,200	2,048	293,401	258,900	34,501	419,200
<b>OPERATING REVENUE TOTALS</b>	<b>1,739,867</b>	<b>1,376,169</b>	<b>363,698</b>	<b>7,339,141</b>	<b>6,428,452</b>	<b>910,689</b>	<b>71,072,973</b>
Contributions	7,675	4,600	3,075	91,775	107,000	(15,225)	1,609,000
Sponsorships	4,600	4,600	0	87,250	23,000	64,250	1,500,000
Other Non-Operating Revenue	53,005	38,889	14,116	519,892	1,941,349	(1,421,457)	2,331,858
Interest Earnings	40,374	0	40,374	390,111	67,500	322,611	270,000
Pledged Revenue	0	0	0	50,000	1,785,250	(1,735,250)	1,785,250
Reimbursed Costs	67,819	48,344	19,475	414,901	313,719	101,182	1,567,116
Prior Year Revenue	0	0	0	1,267	0	1,267	0
<b>NON-OPERATING REVENUE TOTALS</b>	<b>128,499</b>	<b>91,833</b>	<b>36,666</b>	<b>1,027,835</b>	<b>2,362,068</b>	<b>(1,334,233)</b>	<b>5,507,974</b>
							0
<b>TOTAL REVENUE</b>	<b>1,868,366</b>	<b>1,468,002</b>	<b>400,364</b>	<b>8,366,977</b>	<b>8,790,521</b>	<b>(423,544)</b>	<b>76,580,948</b>
<b>EXPENSES</b>							
Payroll & Related Expense	1,531,593	2,054,225	522,631	5,711,729	7,002,013	1,290,283	19,798,369
Professional Developmen	2,559	24,742	22,183	56,166	114,624	58,458	228,558
Professional Services Expense	1,170,593	1,264,603	94,010	4,583,263	4,518,246	(65,017)	24,584,967
Food & Beverage Expense	725,431	510,447	(214,984)	2,681,306	1,816,405	(864,902)	14,313,411
Insurance Expense	114,584	24,166	(90,418)	147,911	72,794	(75,117)	206,297
Facility & Related Expense	311,014	457,317	146,303	2,026,150	2,118,101	91,952	7,079,715
Equipment & Small Ware	1,574	0	(1,574)	4,932	0	(4,932)	0
Telephone & Internet	8,196	8,619	423	39,086	42,245	3,159	101,998
Repairs & Maintenance	100,761	120,068	19,307	660,789	604,306	(56,483)	1,575,497
Utilities	161,342	226,000	64,658	1,252,833	1,319,000	66,167	3,770,000
- Electricity	127,643	-	-	737,423	-	-	-
- Water	16,560	-	-	222,218	-	-	-
Supplies Expense	288,261	407,025	118,764	741,570	1,182,490	440,919	1,894,235
Marketing & Related Expense	97,177	303,567	206,389	109,967	575,733	465,766	1,205,063
Program Expenses	43,547	17,831	(25,716)	171,893	254,705	82,812	14,704,178
Artists & Entertainment	1,500	0	(1,500)	1,500	17,500	16,000	4,428,050
Midway Expense	0	0	0	0	0	0	9,897,000
Other Operating Expense	316,435	270,478	(45,957)	1,304,880	1,206,367	(98,513)	4,939,591
Bank & Service Fees	81,512	36,592	(44,920)	172,369	79,938	(92,431)	2,155,344
Interest Expense	222,138	222,137	(1)	1,110,688	1,110,684	(4)	2,757,247
<b>OPERATING EXPENSE TOTALS</b>	<b>3,873,204</b>	<b>4,799,211</b>	<b>926,007</b>	<b>14,797,364</b>	<b>16,930,449</b>	<b>2,133,084</b>	<b>74,412,415</b>
Other Non-Operating Expense							
Prior Year Expense	15,000	0	(15,000)	26,541	0	(26,541)	0
<b>NON-OPERATING EXPENSE TOTALS</b>	<b>15,000</b>	<b>0</b>	<b>(15,000)</b>	<b>26,541</b>	<b>0</b>	<b>(26,541)</b>	<b>0</b>
<b>TOTAL EXPENSE</b>	<b>3,888,204</b>	<b>4,799,211</b>	<b>911,007</b>	<b>14,823,905</b>	<b>16,930,449</b>	<b>2,106,543</b>	<b>74,412,415</b>
<b>NET INCOME (LOSS)</b>	<b>(2,019,837)</b>	<b>(3,331,209)</b>	<b>1,311,372</b>	<b>(6,456,929)</b>	<b>(8,139,928)</b>	<b>1,682,999</b>	<b>2,168,533</b>

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

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

State of California  
 Department of Food & Agriculture  
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**2021 Statement of Operations**

STATEMENT OF OPERATIONS - OPERATING FUND	Reference	Account Number(s)	Jan 1 to Dec 31, 2021
<b>TOTAL NET RESOURCES, January 1</b>			
Net Resources-Unrestricted	Prior Year	29100	(\$526,866)
Unrestricted Net Position-Pension	Prior Year	29400	(\$26,786,591)
Net Resources-Restricted	Prior Year	29300	133,084
Net Resources-Capital Assets, Less Related Debt	Prior Year	29000	15,561,236
Prior Year Audit Adjustment(s)	Prior Year	various	(4,358,052)
<b>TOTAL NET RESOURCES, JANUARY 1</b>			<b>(15,977,190)</b>
<b>RESOURCES ACQUIRED:</b>			
Operating Revenues	from page 2	various	29,447,212
State (Local/Base) Allocation(s) (F&E)	to page 2	31200	1,562,000
Training Allocation & Other Fiscal & Admin Assistance (F&E)	to page 2	31300	10,308,816
Capital Project Reimbursement Funds	to page 2	31900	797,418
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	6,990,595
<i>Provide description for Other Gov't (non F&amp;E) Contributions:</i>			
Other (e.g. Flex Capital)	to page 2	34000	32,539
<b>TOTAL RESOURCES ACQUIRED</b>			<b>49,138,579</b>
<b>RESOURCES APPLIED:</b>			
Operating Expenditure	from page 2	various	41,216,719
Depreciation Expense	from page 2	90000	1,437,960
Pension Expense	from page 2	96000	0
OPEB Expense	from page 2	96001	0
<b>TOTAL RESOURCES APPLIED</b>			<b>42,654,679</b>
<b>INCREASE/(DECREASE) IN NET RESOURCES DURING THE YEAR</b>			<b>6,483,900</b>
<b>TOTAL NET RESOURCES, December 31</b>			
Net Resources-Unrestricted	from Sch 1	29100	12,261,880
Unrestricted Net Position-Pension/OPEB	from Sch 1	29400	(41,267,348)
Net Resources-Restricted	from Sch 1	29300	344,475
Net Resources-Capital Assets, Less Related Debt	from Sch 1	29000	19,167,704
<b>TOTAL NET RESOURCES, DECEMBER 31</b>			<b>(\$9,493,290)</b>

Unrestricted Reserve Percentage 29.75%

  
 Carlene Moore (Aug 1, 2023 15:37 PDT)

08/01/2023

N/A

Date

2021 Fair Theme

CEO Signature

**2021 Statement of Operations**

<b>SUMMARY OF OPERATIONS</b>	Reference	Account Number	Jan 1 to Dec 31, 2021
<b>OPERATING REVENUES:</b>			
Admissions to Grounds		41000	\$2,095,333
Industrial and Commercial Space		41500	236,000
Carnivals		42100	1,860,513
Concessions		42200	15,269,513
Exhibits		43000	169,472
Horse Show		44000	0
Horse Racing (Fairtime Pari-Mutuel)		45000	1,625,000
Horse Racing (Satellite Wagering)		45005	566,570
Fair Attractions		46000	
Motorized Racing		46109	
Interim Attractions		46009	
Miscellaneous Fair		47000	2,530,157
Miscellaneous Non-Fair Programs		47005	196,667
Interim Revenue		48000	1,262,906
Prior Year Revenue Adjustment		49000	278,738
Other Operating Revenue		49500	3,356,343
<b>TOTAL OPERATING REVENUES</b>	to page 1		29,447,212
<b>OPERATING EXPENDITURES:</b>			
Administration		50000	6,951,134
Maintenance & General Operations		52000	5,537,613
Publicity		54000	427,999
Attendance Operations		56000	3,035,113
Miscellaneous Fair		57000	1,258,760
Miscellaneous Non-Fair Programs		57005	12,901,809
Premiums (For Exhibit programs only)		58000	0
Exhibits		63000	792,904
Horse Show		64000	0
Horse Races (Fairtime Pari-Mutuel)		65000	0
Horse Races (Satellite Wagering)		65005	30,723
Fair Entertainment Expense		66000	400,213
Motorized Racing		66109	
Interim Entertainment Expense		66009	0
Equipment (Funded by Fair)		72300	30,831
Prior Year Expense Adjustment		80000	9,855,254
Cash (over/under)		85000	-5,632
Other Operating Expense		94000	0
<b>TOTAL OPERATING EXPENDITURES</b>	to page 1		41,216,719
<b>NET OPERATING PROFIT/(LOSS) BEFORE DEPRECIATION, PENSION, OPEB</b>			<b>(\$11,769,508)</b>
Depreciation Expense	sch 7	90000	1,437,960
Pension Expense	to page 1	96000	0
OPEB Expense	to page 1	96001	
<b>NET OPERATING PROFIT/(LOSS) AFTER DEPRECIATION, PENSION, OPEB</b>			<b>(\$13,207,467)</b>
State (Local/Base) Allocation	from page 1	31200	1,562,000
Training Allocation & Other Fiscal & Admin Assistance (F&E)	from page 1	31300	10,308,816
Capital Project Reimbursements	from page 1	31900	797,418
Other Funds (e.g. County, Supplemental, Fiscal Ass't)	from page 1	Various	7,023,134
<b>NET PROFIT/(LOSS) BEFORE DEPRECIATION, PENSION, OPEB</b>			<b>\$7,921,860</b>
<b>PROFIT MARGIN RATIO BEFORE DEPRECIATION, PENSION, OPEB</b>			<b>27%</b>
<b>NET PROFIT/(LOSS) AFTER DEPRECIATION, PENSION, OPEB</b>			<b>\$6,483,900</b>
<b>PROFIT MARGIN RATIO AFTER DEPRECIATION, PENSION, OPEB</b>			<b>22%</b>

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2021 Statement of Operations

STATEMENT OF FINANCIAL CONDITION	Account Number(s)		12/31/2021
<b>ASSETS</b>			
Cash-Unrestricted	11100-11800 *	\$21,991,561	
Cash-Restricted	11000	5,978,117	
Total Cash			27,969,678
Accounts Receivable, Net of Allowance for Doubtful Accounts	13100-13300		5,197,553
Deferred Charges	14300		436,137
Other Assets	14100, 14700-16200		43,942
Property, Plant & Equipment:			
Construction in Progress	19000	29,938,310	
Land	19100	12,976,103	
Buildings & Improvements	19200	53,808,036	
Less Accumulated Depreciation-Buildings & Improvements **	19201	(57,260,767)	
Equipment	19300	11,044,881	
Less Accumulated Depreciation-Equipment **	19301	(372,828)	
Leasehold Improvements	19400		
Less Accumulated Depreciation-Leasehold Improvements **	19401		
Total Property, Plant & Equipment			107,767,329
Total Accumulated Depreciation			(57,633,594)
Net Property, Plant & Equipment			50,133,735
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>			\$83,781,044
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred Outflows of Resources - Pension	16000	6,547,075	
Deferred Outflows of Resources - OPEB	16001	0	
Total Deferred Outflows of Resources			6,547,075
<b>Total Assets &amp; Deferred Outflow of Resources</b>			\$90,328,119
<b>LIABILITIES</b>			
Insurance Fees Payable	21100		\$0
Accounts Payable	21200 & 21250		6,475,207
Payroll Liabilities	22100-22600		198,468
Deferred Revenue	22800		11,275,204
Other Liabilities	23000		1,746,559
Guaranteed Deposits	24100		
Compensated Absences Liability	24500		1,197,178
Long Term Debt (current and long-term portions)	25000		31,098,064
Net Pension Liability	26000		45,069,990
Net OPEB Liability	26001		0
<b>Total Liabilities</b>			\$97,060,671
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred Inflows of Resources - Pension	25600	2,744,433	
Deferred Inflows of Resources - OPEB	25601	0	
Total Deferred Inflows of Resources			2,744,433
<b>Total Liabilities &amp; Deferred Inflow of Resources</b>			\$99,805,104
<b>NET RESOURCES</b>			
Junior Livestock Auction Reserve	25100		16,305
Total Net Resources (without JLA Reserve):			
Net Resources-Unrestricted	29100	12,261,880	
Unrestricted Net Position-Pension/OPEB	29400	(41,267,348)	
Net Resources-Restricted	29300	344,475	
Net Resources-Capital Assets, Less Related Debt	29000	19,167,704	
Total Net Resources (without JLA Reserve):			(\$9,493,290)
<b>Total Net Resources</b>			(\$9,476,985)
<b>Total Liabilities &amp; Net Resources &amp; Deferred Inflow of Resources</b>			\$90,328,119
Debt ratio (total liabilities/total assets)			116%
Ratio of Leave Liability Covered by Cash***			18.37
Debt-to-equity ratio (total liabilities/total net resources)			-1024%

\* 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  
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**2021 Statement of Operations**

**2021 FAIR STATISTICS**

GROUPS ADMISSIONS	Price per Ticket	Number of Tickets	Amount
<b>PAID ADMISSIONS:</b>			
Gate Admissions			\$0
			0
			0
			0
			0
Discounted Admissions			0
Season Passes			0
Senior Citizens			0
Exhibitor Passes			0
Livestock Passes			0
<b>TOTAL PAID ADMISSIONS</b>		<b>0</b>	<b>\$0</b>
<b>FREE ADMISSIONS:</b>			
Courtesy Pass Admissions			
Credential Admissions			
Children under 12 Admitted Free			
Military Personnel in Uniform Admitted Free			
Children under 6 Admitted Free			
<b>TOTAL FREE ADMISSIONS</b>		<b>0</b>	
<b>TOTAL ADMISSIONS TO FAIRGROUNDS (Account 41000)</b>		<b>0</b>	<b>\$0</b>
Cash over/under (Account 85000)			\$0

**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

0

Total number of paid admissions - prior year

0

Percent

#DIV/0!

PARKING REVENUE	NUMBER	PRICE	TOTAL REVENUE	% PAID TO
Fairtime (Account 47100)			\$0	
			0	
			0	
			0	
			0	
			0	
			0	
<b>TOTAL Account 47100</b>	<b>0</b>		<b>\$0</b>	

Fair Name: San Diego County Fair / 22nd DAA  
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**2021 Statement of Operations**

**Permanent Positions on Payroll for 2021**

**Total # of Permanent Positions (see below)** 71

Expenditure Classification			Total	Pay Rate		Total Per Account		
Civil Service Class Title			Number of Months	Amount	Per	Acct No.	Account Totals	Compensated Leave Liability
1	Maintenance Worker, District Fairs		6	4,569.00	mo	510501	27,414	10,657
	Maintenance Worker, District Fairs		6	4,349.00	mo	510501	26,094	
1	Associate Accounting Analyst		6	6,366.00	mo	510501	38,196	597
	Associate Accounting Analyst		0.5	6,089.00	mo	510501	3,045	
1	Security Guard		3.5	2,718.00	mo	510501	9,513	740
1	Heavy Equipment Mechanic		6	5,902.00	mo	510501	35,412	25,980
	Heavy Equipment Mechanic		6	5,618.00	mo	510501	33,708	
1	Equestrian Center Manager		6	7,574.00	mo	510501	45,444	17,099
	Equestrian Center Manager		6	7,244.00	mo	510501	43,464	
1	Staff Services Manager II (Managerial)		6	8,838.00	mo	510501	53,028	83,399
	Staff Services Manager II (Managerial)		6	8,453.00	mo	510501	50,718	
1	Satellite Facility Supervisor		2	5,715.00	mo	510501	11,430	0
	Satellite Facility Supervisor		6	5,466.00	mo	510501	32,796	
1	CEA		3	9,294.00	mo	510501	27,882	19,754
	Staff Services Manager II (Managerial)		3	9,878.00	mo	510501	29,634	
	Staff Services Manager II (Managerial)		6	8,876.00	mo	510501	53,256	
1	Area Ops Supervisor		2	4,733.00	mo	510501	9,466	0
1	Staff Services Manager II (Supervisory)		5	8,732.00	mo	510501	43,660	0
	Staff Services Manager II (Supervisory)		6	8,352.00	mo	510501	50,112	
1	Maintenance Worker, District Fairs		6	4,569.00	mo	510501	27,414	417
	Maintenance Worker, District Fairs		6	4,349.00	mo	510501	26,094	
1	Staff Services Manager II (Managerial)		6	8,838.00	mo	510501	53,028	41,455
	Staff Services Manager II (Managerial)		6	8,876.00	mo	510501	53,256	
1	Maintenance Worker, District Fairs		4	4,349.00	mo	510501	17,396	0
1	Staff Services Manager I		2	7,954.00	mo	510501	15,908	68,500
	Staff Services Manager I		4	7,614.00	mo	510501	30,456	
	Staff Services Manager I		6	7,283.00	mo	510501	43,698	
1	Audio-Visual Specialist (Technical)		6	5,934.00	mo	510501	35,604	23,557
	Audio-Visual Specialist (Technical)		6	5,676.00	mo	510501	34,056	
1	Business Service Assistant (Specialist)		4	4,672.00	mo	510501	18,688	0
	Business Service Assistant (Specialist)		6	4,469.00	mo	510501	26,814	
1	Electrician II		6	6,327.00	mo	510501	37,962	292
	Electrician II		6	5,736.00	mo	510501	34,416	
1	Lead Security Guard		6	3,575.00	mo	510501	21,450	6,556
	Lead Security Guard		6	3,419.00	mo	510501	20,514	

1	Staff Services Manager II (Managerial)	6	8,769.00	mo	510501	52,614	27,903
	Staff Services Manager II (Managerial)	4	8,387.00	mo	510501	33,548	
	Staff Services Manager II (Managerial)	2	7,988.00	mo	510501	15,976	
1	Associate Governmental Program Analyst	5	6,739.00	mo	510501	33,695	0
	Associate Governmental Program Analyst	6	6,446.00	mo	510501	38,676	
1	Supervising Environmental Planner	6	10,187.00	mo	510501	61,122	19,324
	Supervising Environmental Planner	6	9,744.00	mo	510501	58,464	
1	Associate Governmental Program Analyst	6	6,739.00	mo	510501	40,434	23,960
	Associate Governmental Program Analyst	6	6,446.00	mo	510501	38,676	
1	Information Technology Specialist I	6	9,408.00	mo	510501	56,448	24,602
	Information Technology Specialist I	6	8,999.00	mo	510501	53,994	
1	Security Guard	6	3,317.00	mo	510501	19,902	3,957
	Security Guard	6	3,173.00	mo	510501	19,038	
1	Business Service Assistant (Specialist)	0.5	4,672.00	mo	510501	2,336	0
	Business Service Assistant (Specialist)	6	4,469.00	mo	510501	26,814	
1	Staff Services Manager II (Managerial)	6	8,838.00	mo	510501	53,028	44,591
	Staff Services Manager II (Managerial)	6	8,453.00	mo	510501	50,718	
1	Security Guard	6	3,402.00	mo	510501	20,412	7,004
	Security Guard	6	3,254.00	mo	510501	19,524	
1	Information Technology Specialist I	6	9,408.00	mo	510501	56,448	26,054
	Information Technology Specialist I	6	8,999.00	mo	510501	53,994	
1	Security Guard	6	3,402.00	mo	510501	20,412	8,569
	Security Guard	6	3,254.00	mo	510501	19,524	
1	Staff Services Manager II (Managerial)	6	8,838.00	mo	510501	53,028	37,592
	Staff Services Manager II (Managerial)	6	8,453.00	mo	510501	50,718	
1	Administrative Assistant I	5	4,820.00	mo	510501	24,100	0
1	Events Services Supervisor	6	6,579.00	mo	510501	39,474	17,243
	Events Services Supervisor	5	6,262.00	mo	510501	31,310	
	Events Services Supervisor	1	6,047.00	mo	510501	6,047	
1	Plumber II	4	5,741.00	mo	510501	22,964	0
1	Maintenance Worker, District Fairs	6	4,569.00	mo	510501	27,414	16,447
	Maintenance Worker, District Fairs	6	4,349.00	mo	510501	26,094	
1	Staff Services Manager II (Managerial)	6	8,838.00	mo	510501	53,028	44,562
	Staff Services Manager II (Managerial)	4	8,453.00	mo	510501	33,812	
	Staff Services Manager II (Managerial)	2	8,205.00	mo	510501	16,410	
1	Security Guard	6	3,402.00	mo	510501	20,412	12,229
	Security Guard	6	3,254.00	mo	510501	19,524	
1	Maintenance Mechanic	6	5,760.00	mo	510501	34,560	28,370
	Maintenance Mechanic	6	5,222.00	mo	510501	31,332	
1	Audio-Visual Specialist (Technical)	2	6,739.00	mo	510501	13,478	9,259
	Audio-Visual Specialist (Technical)	4	6,544.00	mo	510501	26,176	
	Audio-Visual Specialist (Technical)	6	6,259.00	mo	510501	37,554	
1	Staff Services Manager I	4	7,608.00	mo	510501	30,432	0
1	Secretary-Manager VII, DAA	6	13,568.00	mo	510501	81,408	44,424
	CEA	4	12,978.00	mo	510501	51,912	
	CEA	2	12,978.00	mo	510501	25,956	
1	Maintenance Worker, District Fairs	6	4,569.00	mo	510501	27,414	<b>20,805</b>

	Maintenance Worker, District Fairs	6	4,349.00	mo	510501	26,094	
1	Security Guard	6	3,402.00	mo	510501	20,412	15,055
	Security Guard	6	3,254.00	mo	510501	19,524	
1	Security Guard	5	3,402.00	mo	510501	17,010	0
	Security Guard	6	3,254.00	mo	510501	19,524	
1	CEA	6	11,183.00	mo	510501	67,098	59,307
	CEA	6	10,696.00	mo	510501	64,176	
1	Security Guard	6	3,402.00	mo	510501	20,412	7,010
	Security Guard	6	3,254.00	mo	510501	19,524	
1	Security Guard	1	3,200.00	mo	510501	3,200	0
	Security Guard	6	2,915.00	mo	510501	17,490	
1	Executive Assistant	6	5,036.00	mo	510501	30,216	17,805
	Executive Assistant	6	4,817.00	mo	510501	28,902	
1	Graphic Designer III	6	7,025.00	mo	510501	42,150	22,297
	Graphic Designer III	6	6,719.00	mo	510501	40,314	
1	Maintenance Worker, District Fairs	6	4,569.00	mo	510501	27,414	1,641
	Maintenance Worker, District Fairs	6	4,349.00	mo	510501	26,094	
1	Custodian I	1	2,998.00	mo	510501	2,998	389
	Custodian I	5	2,855.00	mo	510501	14,275	
1	Staff Services Manager I	2.5	7,954.00	mo	510501	19,885	18,260
1	Associate Governmental Program Analyst	4	6,446.00	mo	510501	25,784	0
1	Tractor Operator-Laborer	6	4,793.00	mo	510501	28,758	30,063
	Tractor Operator-Laborer	6	4,562.00	mo	510501	27,372	
1	Telecom Systems Manager I (Supervisor)	6	8,406.00	mo	510501	50,436	74,697
	Telecom Systems Manager I (Supervisor)	6	8,040.00	mo	510501	48,240	
1	Staff Services Manager II (Managerial)	4	8,352.00	mo	510501	33,408	44,133
	Staff Services Manager I	2	8,826.00	mo	510501	17,652	
	Staff Services Manager I	6	8,442.00	mo	510501	50,652	
1	Staff Services Manager I	6	7,954.00	mo	510501	47,724	41,161
	Staff Services Manager I	6	7,608.00	mo	510501	45,648	
1	Custodian I	1	2,998.00	mo	510501	2,998	138
	Custodian I	5	2,855.00	mo	510501	14,275	
1	Associate Governmental Program Analyst	5	6,739.00	mo	510501	33,695	16,038
	Associate Governmental Program Analyst	0.5	6,768.00	mo	510501	3,384	
1	Associate Governmental Program Analyst	3	7,076.00	mo	510501	21,228	
	Associate Governmental Program Analyst	3.5	6,446.00	mo	510501	22,561	
1	Staff Services Manager II (Managerial)	1	8,838.00	mo	510501	8,838	0
	Staff Services Manager II (Managerial)	6	8,453.00	mo	510501	50,718	
1	Accounting Administrator II	6	8,295.00	mo	510501	49,770	2,422
	Accounting Administrator II	1.5	7,934.00	mo	510501	11,901	
1	Maintenance Worker, District Fairs	6	4,569.00	mo	510501	27,414	26
	Maintenance Worker, District Fairs	6	4,349.00	mo	510501	26,094	
1	Plumber I	3	5,755.00	mo	510501	17,265	1,876
	Plumber I	3	5,497.00	mo	510501	16,491	
	Plumber I	1.5	5,232.00	mo	510501	7,848	
1	Security Guard	6	3,402.00	mo	510501	20,412	21,036
	Security Guard	6	3,254.00	mo	510501	19,524	



1	Sr Personnel Specialist	6	6,033.00	mo	510501	36,198	<b>6,784</b>	
	Sr Personnel Specialist	6	5,770.00	mo	510501	34,620		
1	Lead Security Guard	6	3,575.00	mo	510501	21,450	<b>16,714</b>	
	Lead Security Guard	6	3,419.00	mo	510501	20,514		
1	Maintenance Worker, District Fairs	2	4,349.00	mo	510501	8,698	<b>0</b>	
1	Security Guard	1	2,718.00	mo	510501	2,718	<b>129</b>	
1	Tractor Operator-Laborer	6	4,793.00	mo	510501	28,758	<b>28,978</b>	
	Tractor Operator-Laborer	6	4,562.00	mo	510501	27,372		
1	Events Services Supervisor	6	6,208.00	mo	510501	37,248	<b>41,533</b>	
	Events Services Supervisor	3	5,909.00	mo	510501	17,727		
	Events Services Supervisor	3	5,628.00	mo	510501	16,884		
1	Associate Governmental Program Analyst	6	6,739.00	mo	510501	40,434	<b>13,788</b>	
	Associate Governmental Program Analyst	6	6,446.00	mo	510501	38,676		
								<b>1,197,178</b>

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. 12/21)  
 Schedule 7

**2021 Statement of Operations**

<b>PROPERTY, PLANT &amp; EQUIPMENT ACQUISITIONS &amp; DISPOSITIONS</b>	Reference	Jan 1 to Dec 31, 2021	Jan 1 to Dec 31, 2021
<b>PROPERTY, PLANT &amp; EQUIPMENT, January 1:</b>	Prior Year		<b>\$100,140,595</b>
<b>ACQUISITIONS OF FIXED ASSETS:</b>			
Land			0
Buildings & Improvements:			
Major Maintenance Projects (MMP)		0	
ADA Projects		0	
Building Improvements		0	
Land Improvements		0	
Leasehold Improvements		0	
New Construction		0	
Construction in Progress		7,620,320	
Net Buildings & Improvements			7,620,320
Equipment			54,457
Other Fixed Assets			0
Other (provide description):			0
<b>TOTAL ACQUISITIONS OF FIXED ASSETS</b>			<b>7,674,777</b>
<b>DISPOSITIONS OF FIXED ASSETS (Salvaged, Sold, etc.):</b>			
Land			0
Buildings & Improvements			0
Equipment			0
Other Fixed Assets			48,042
Other (provide description):			0
<b>TOTAL DISPOSITIONS OF FIXED ASSETS</b>			<b>48,042</b>
<b>PROPERTY, PLANT &amp; EQUIPMENT, December 31</b>			<b>107,767,329</b>
<b>DEPRECIATION:</b>			
Accumulated Depreciation, January 1	Prior Year		56,195,634
Less: A/D on Dispositions of Fixed Assets above			
Less/Add: Prior Year Audit Adjustment			
Add: Annual Depreciation Expense	from page 2		1,437,960
<b>ACCUMULATED DEPRECIATION, December 31</b>			<b>57,633,594</b>
<b>PROPERTY, PLANT &amp; EQUIPMENT, NET OF DEPRECIATION, December 31</b>			<b>50,133,735</b>
<b>DEBT (ASSOCIATED WITH FIXED ASSETS)</b>			<b>30,966,031</b>
<b>NET RESOURCES-CAPITAL ASSETS (less related debt), DECEMBER 31:</b>	To Sch 1		<b>\$19,167,704</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. 12/21)  
Schedule 9

### 2021 Statement of Operations

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

*This schedule is only required by DAAs.*

#### Monthly Employer's Contribution (July 1, 2020 - December 31, 2021)

Month	Contributions
Jul-20	237,110.35
Aug-20	227,397.08
Sep-20	219,652.01
Oct-20	166,634.50
Nov-20	109,295.53
Dec-20	113,943.34
Jan-21	107,990.47
Feb-21	106,868.66
Mar-21	107,695.62
Apr-21	105,664.54
May-21	104,609.28
Jun-21	114,033.07
Jul-21	141,121.23
Aug-21	115,926.88
Sep-21	114,876.95
Oct-21	120,860.75
Nov-21	117,100.47
Dec-21	116,686.20
<b>TOTAL</b>	<b>2,447,466.93</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. 12/21)  
 JLA

**2021 Statement of Operations**

**STATEMENT OF OPERATIONS - JUNIOR LIVESTOCK AUCTION**

DETAIL	Account Number	Jan 1 to Dec 31, 2021
<b>RESOURCES, January 1:</b>	25100	20,838
<b>AUCTION REVENUES:</b>		
Percentage from Auction Sales	47610	5,500
Sponsorships	47620	2,650
Advertising Sales	47630	0
Reimbursements	47640	159
Prior Year Revenue Adjustment	47650	0
Other (List)	47660	1,700
TOTAL REVENUES	47600	10,009
<b>AUCTION EXPENDITURES:</b>		
Jr. Livestock BBQ, lunch, dinner, etc.	57620	0
Labor Costs	57630	0
Supplies & Expense	57640	635
Publicity and Marketing	57650	0
Leases and /or Rentals	57660	0
Fuel & Utilities	57670	0
Prior Year Expenditure Adjustment	57680	0
Other (List)	57690	13,907
TOTAL EXPENDITURES	57600	14,542
<b>NET JLA INCOME</b>		<b>-4,533</b>
<b>RESOURCES, December 31:</b>	25100	16,305
<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. 12/21)  
 FLSA

**2021 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:

**2021 Monthly Cash Receipts**

Month	Cash Receipts
January	661,678
February	613,002
March	549,444
April	619,926
May	848,838
June	4,088,386
July	6,777,187
August	8,296,324
September	2,220,179
October	2,689,248
November	4,235,723
December	1,891,035
<b>TOTAL</b>	<b>33,490,971</b>

Lowest six months	Highest six months
549,444	8,296,324
613,002	6,777,187
619,926	4,235,723
661,678	4,088,386
848,838	2,689,248
1,891,035	2,220,179
<b>TOTALS</b>	<b>28,307,048</b>

Lowest six months/highest six months: 18.3%

If the lowest six months divided by the highest six months is greater than 33.3%, your exemption is lost for 2022.

Overtime should be paid to temporary employees accordingly.

June 30, 2023

D2023 - 01

TO: All District Agricultural Association CEOs  
SUBJECT: Bagley Keene Exemption Sunset Date – June 30, 2023

Shortly after the beginning of the COVID-19 emergency, Governor Newsom issued Executive Order N-29-20, suspending teleconference meeting requirements and allowing state and local agencies to conduct meetings virtually. [Senate Bill 189, Section 20](#) was passed in 2022, extending the Governor’s Executive Order and allowing DAA boards to continue holding meetings with all members via teleconference. **This provision is set to expire on June 30, 2023.** This letter is to provide our DAA’s guidance to adhere to Bagley-Keene Open Meeting Act laws.

The Fairs and Exposition Branch is closely following [Senate Bill 544 \(Laird\)](#), which was introduced to expand the accessibility of teleconferenced meetings. During the COVID-19 pandemic, we learned that teleconferencing has become an essential piece of technology for communication and collaboration. SB 544 will make public engagement easier by improving the communication between each other and overall, improving public accessibility by reducing the need to travel for meetings. If successful, SB 544 will take effect January 1, 2024.

Beginning July 1, 2023, DAAs must revert to the 2004 Bagley-Keene Open Meeting Act rules. Below is a short summary/ refresher of the Bagley Keene Act that will take effect July 1, 2023:

#### **Applicability: What is a “Meeting?”**

- Any congregation of a majority of the members of a state body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the state body to which it pertains.
- In order to call a meeting to order and conduct any votes, a majority of members must be present to meet a quorum (5).

#### **Serial Meetings**

Serial Meetings are prohibited by Bagley-Keene. State law stipulates: “A majority of the members of a state body shall not, outside of a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any time of business that is within the subject matter of the state body.” Serial meetings can be conducted in person or electronically. Serial



meetings can also be conducted through communications with representatives of members acting as intermediaries.

### **Public Notice and Agenda Requirements**

- Notice of Meeting
  - Must be posted online at least 10 days in advance.
  - Must be provided to individuals who request a copy of the notice in writing.
  - Must include date, time, and location of meeting and name, address, and telephone number of contact person for more information.
  - Must include the name of Board Members attending remotely, as well as the location (including address) of where they will be attending.
  
- Agenda
  - Brief description of items to be discussed at the meeting in either open or closed session.
  - Each item must be sufficiently described to allow the public to determine whether to attend the meeting – a brief description is sufficient.
  - Closed session items must reference specific statutory authority for consideration in closed session.
  
- Other Considerations
  - Notice, agenda, and supporting documents are public records and must be made available to the public.
  - Board packet documents shall be made available at the board meeting, and available in alternative formats if requested. Govt. Code section 11125.1(b)

### **Attending Remotely**

- For board members to attend remotely, **locations must be open to the public and those locations must be included on the agenda when it is posted 10 days prior to the meeting.**
- Boards may broadcast their meetings via teleconference, Zoom, Microsoft Teams or other web-based services.
- Zoom link or teleconference lines are to be posted on the agenda.

### **Public Participation**

- Members of the public may only comment or participate if attending at a physical location.
- Opportunity to address the state body on all meeting agenda items and on matters not on the agenda, but within the subject matter jurisdiction of the state body.
- The body can elect to consider comments from the public on any matter under the body's jurisdiction.



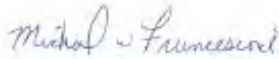
- No conditions may be set for attendance at or participation in a public meeting, for example:
  - Sign-in or self-identification is not required
  - Cannot prohibit criticism of state body.
  - May limit time per speaker, if necessary, but only if limits apply to all speakers, not only some speakers.
  -
- All meetings must comply with the Americans with Disabilities Act (ADA)

### **Voting**

- If a teleconference option is available, all votes must be by roll call vote.
- All votes must be recorded in the minutes to show the vote count.

If you have any questions or need additional information, please do not hesitate to contact Sarah Pelle, at 916-900-5368.

Sincerely,



Mike Francesconi  
Branch Chief







MIKE LEVIN  
MEMBER OF CONGRESS

49TH DISTRICT  
CALIFORNIA

July 21, 2023

Carlene Moore  
22nd District Agricultural Association  
2260 Jimmy Durante Blvd.  
Del Mar, CA 92014

Dear Ms. Moore, *Carlene*

Thank you for hosting my staff on their recent visit to the San Diego County Fair. I appreciate the opportunity for my staff to learn about the Del Mar Fairgrounds and get a firsthand understanding of the fair's positive impact on the local economy, environment, and residents. As I continue my work on behalf of the 49th District, I will keep your insights and perspectives in mind.

Thank you again for all that you do to support the fair's operations and serve our community. Please do not hesitate to contact my office if my staff or I can be of assistance.

*Thanks so much and huge congratulations on another very successful Fair!*

Sincerely,  
*Mike*  
Mike Levin  
Member of Congress

# Village Choice

2023 Cross-Promotional Business Partner Award

HONORING

22nd Agricultural District

The 22nd District Agricultural Association has gone above and beyond to demonstrate commitment to DMVA and Del Mar Village to drive awareness to support economic vitality.



Del Mar Village Association



7/27/23

Date

# Jeffrey Smith

1150 Goddard Street, San Marcos CA 92078, 760-916-3617, jdbob75@icloud.com

July 2, 2023

22nd DAA Board  
Del Mar Fairgrounds  
2260 Jimmy Durante Blvd  
Del Mar, CA 92014

Dear 22nd DAA Board,

In 2021, I had a vision that I wanted to give the 22nd DAA ideas for the 2022 San Diego County Fair. The letter was well received with the COO of the fair, Katie Muller, thanking me for the ride list suggestions. I would also like to give a huge thank you to the board and the vendors you have commonly worked with for bringing some old favorites like the Crazy Mouse, Olympic Bobsled, Megadrop, Twister and the Fast Trax. I also enjoyed the newest rides like Moonraker, Ice Jet, New York New York fun house, and Rock & Roll Fun House. This year and the previous had some of the best rides from RCSFUN and the independent subcontractors. I also really enjoyed the Helm and Sons Amusements Sleighride in 2022 as it was a surprise and the ride had an incredible cycle and live announcer which are commonalities in European fairs.

The grand return of the San Diego County Fair met my expectations of delivering some of the best fair rides perhaps in North America. My experiences with the social media team this year have been incredible with the fair following me on both Instagram and Twitter. I hope that in the 2024 season the board once again raises the bar even higher when it comes to bringing back rides and new ones that are incredible!

Here are some more suggestions that will help the fair continue its steady recovery!

1. Open for Juneteenth holiday

Having the fair open for this day would increase revenue for all of the fair's foods and attractions and would broaden the audience for this great event.

## 2. Grand Prix Coaster (Helm & Sons Amusements)



This attraction is a retro style transportable coaster with a unique layout that is rare to see in the American fairground circuit. Since the coaster is the size of a flat ride, this attraction can satisfy the bids of the multiple operators of the fair and can open up space for the legendary Raptor Coaster. It would also cause the Fun Zone to increase up to 3 coasters which would be a good selling point to combat against the fast expansion of other parks in the area.

## 3. Handel's Ice Cream

This San Diego staple has taken the Ice Cream scene in the city by storm and with its history of catering it would be an amazing new vendor for this event.

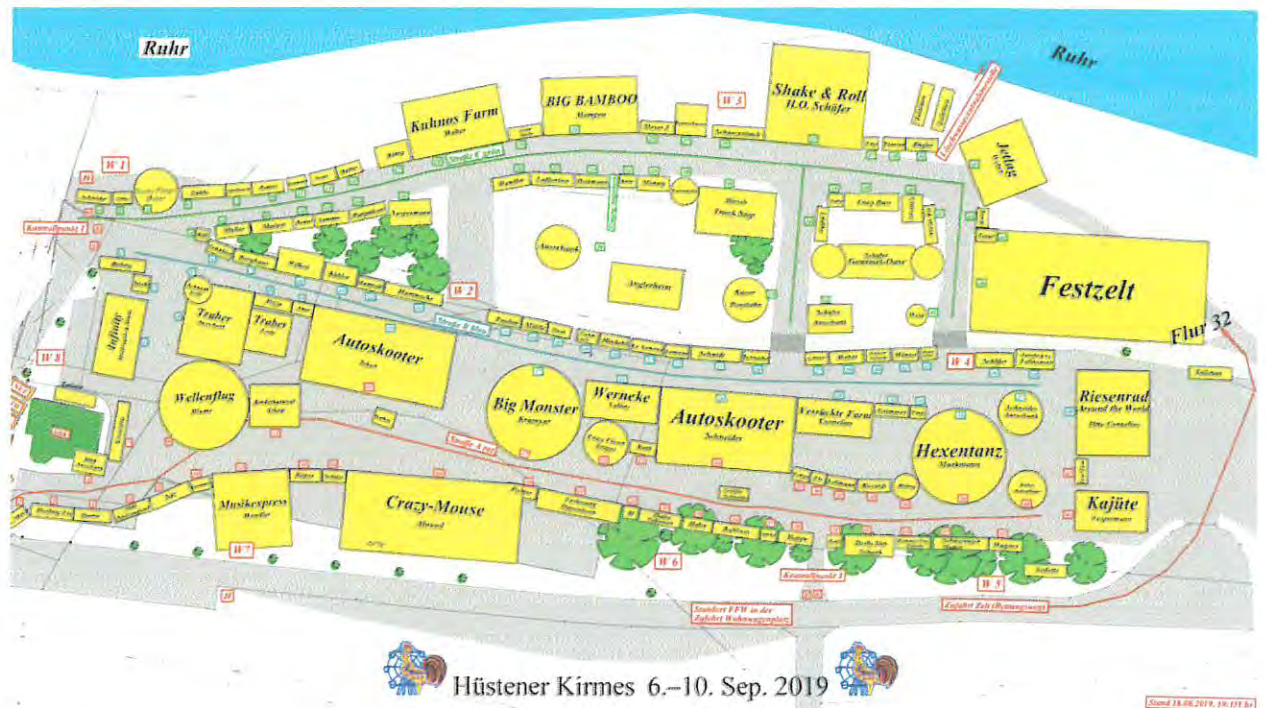
## 4. Phil's BBQ pop up

This BBQ icon in San Diego should come to the San Diego County Fair for a limited time gig for a celebration of all of the long time food staples in San Diego.

## 5. VIP Blastpass/wristband

For the ultimate ride lovers like me, this would be an incredible addition to the newly introduced Blastpass system with infinite rides from opening to close of the fairgrounds compared to the generic wristband only applicable from noon to 8pm. However, this ultimate item would be a pretty penny for fairgoers and for such a powerful item to have for the Fun Zone/Kiddieland should be kept under wraps to prevent demand from being too high.

## 6. Ride map



I am pleased with the efforts of the fair having a food map and the continued use of a regular map for the fair. Having a ride map could help ease confusion with guests knowing where all of the rides are and what is new for that year.

From one of the San Diego County Fair's biggest fans,

-Jeffrey Smith

P.S. One of the top pics of my 2021 letter, Windstorm was purchased by Ray Cammack Shows back in August 2022 from SJ Entertainment. I heard about this when I was browsing Carnival Warehouse, a news site for fairground news. With Ray Cammack Shows having a history of bringing the Hi-Miler and Galaxy coaster. The legend may return after twelve years since 2012 where it was last seen operating there before it went to the other big fairs. The Raptor Coaster has the ability to return due to when SJ Entertainment owned the attraction it met the threshold of when the San Diego County Fair ended on the 4th and the California State Fair on July 14th. The Raptor Coaster also has a good history of revenue from the successful Rodeo Houston event

and would be an absolute win for the fairgrounds for the Lets Go Retro star attraction. If the board brings this incredible roller coaster back, please consider a media day from American Coaster Enthusiasts with publicity from new stations in San Diego. If the coaster cannot return, the board should email me about the reasons for it. I was also interviewed by the fair's social media team about my favorite attractions here and the dream addition would continue to strengthen the reputation of the independent midway. If the coaster should return, here is a contact from American Coaster Enthusiasts Pacific Southwest region that can help with the media day: [jstupack@aceonline.org](mailto:jstupack@aceonline.org).



#BringBackWindstorm



**DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY**

Consolidated Financial Statements

December 31, 2022 and 2021

(With Independent Auditors' Report Thereon)

## DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY

### Table of Contents

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KPMG LLP  
Suite 1100  
4655 Executive Drive  
San Diego, CA 92121-3132

## Independent Auditors' Report

To the Board of Directors  
Del Mar Thoroughbred Club:

### *Opinion*

We have audited the consolidated financial statements of Del Mar Thoroughbred Club and its subsidiary (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Responsibilities of Management for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

### *Auditors' Responsibilities for the Audit of the Consolidated Financial Statements*

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.



In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*KPMG LLP*

San Diego, California  
April 21, 2023

**DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY**

Consolidated Balance Sheets

December 31, 2022 and 2021

<b>Assets</b>	<b>2022</b>	<b>2021</b>
Current assets:		
Cash and cash equivalents	\$ 10,623,400	21,184,400
Restricted cash – current	13,467,200	14,762,100
Receivables, net of allowance of \$27,300 and \$28,600 in 2022 and 2021, respectively	6,858,800	9,307,100
Income taxes receivable	76,800	194,200
Other current assets	569,400	387,000
Total current assets	31,595,600	45,834,800
Fixed assets:		
Equipment	7,361,600	6,949,000
Automotive	995,900	999,100
Furniture and fixtures	3,252,400	3,178,400
Leasehold improvements	3,956,400	3,858,800
	15,566,300	14,985,300
Less accumulated depreciation and amortization	(12,755,400)	(12,334,400)
Net fixed assets	2,810,900	2,650,900
Restricted cash	1,165,000	1,595,000
Total assets	\$ 35,571,500	50,080,700
<b>Liabilities and Equity</b>		
Current liabilities:		
Accounts payable	\$ 8,221,800	13,063,500
Accrued liabilities	22,975,200	32,532,700
Income taxes payable	198,500	—
Total current liabilities	31,395,500	45,596,200
Commitments and contingencies		
Stockholders' equity:		
Common stock, \$1,000 par value. Authorized 250 shares; issued and outstanding 10 shares in 2022 and 2021	10,000	10,000
Retained earnings	3,583,500	3,677,100
Total equity attributable to Del Mar Thoroughbred Club	3,593,500	3,687,100
Noncontrolling interest	582,500	797,500
Total equity	4,176,000	4,484,600
Total liabilities and equity	\$ 35,571,500	50,080,800

See accompanying notes to consolidated financial statements.

**DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY**

Consolidated Statements of Operations

Years ended December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Revenues:		
Pari-mutuel commissions – on-track	\$ 4,370,100	7,480,800
Pari-mutuel commissions – account wagering	5,064,300	5,550,700
Pari-mutuel commissions – Southern California satellite locations, including a surplus from intertrack wagering of \$1,178,100 and \$1,509,300 for the years ended December 31, 2022 and 2021, respectively	5,090,300	6,098,700
Pari-mutuel commissions – out of state	11,157,500	10,871,000
Admissions and reserved seats	8,278,000	21,062,300
Program sales and parking receipts	1,199,700	1,200,500
Simulcasting fees – uncommingled	449,600	333,000
Interest income	271,100	43,600
Breakage, net	179,500	288,800
Novelty concession revenue	388,100	920,200
Payroll Protection Program loan forgiveness	—	2,839,600
Sponsorship revenues	3,582,700	3,228,000
Other operating revenues	379,200	392,100
	<u>40,410,100</u>	<u>60,309,300</u>
Less revenue attributable to charity days	<u>(98,300)</u>	<u>(132,500)</u>
Total revenues	<u>40,311,800</u>	<u>60,176,800</u>
Expenses:		
Salaries and wages	13,768,400	14,632,700
Advertising and public relations	1,784,400	5,332,300
Employee benefits	3,039,000	3,162,700
Service contracts and equipment rentals	6,588,000	12,686,700
Breeders' Cup Contract related expenses	—	2,870,400
Payroll taxes	1,092,000	1,428,700
Depreciation and amortization	541,400	450,800
Repairs and maintenance	1,217,400	2,033,100
Utilities	1,167,000	1,255,200
Supplies	682,000	941,000
Workers' compensation insurance	497,700	526,900
General liability insurance	908,700	1,038,300
Printing	423,200	1,029,100
Other operating expenses	(3,400)	6,500
Cost of novelty concession revenue	244,300	226,900
Professional services	607,500	1,073,600
Satellite program costs	58,700	65,200
Racing industry support	42,000	38,400
Equipment leased and rented	74,000	76,800
Other taxes and licenses	1,026,200	127,000
Federation racing costs	25,300	14,400
Contributions	700	3,100
Trophies	98,600	266,400
TRA dues and assessments, net of dividends	(56,300)	(50,400)
Data processing	262,600	261,400
Interest	—	13,500
Total expenses	<u>34,089,400</u>	<u>49,510,700</u>
Income before rent expense and income taxes	6,222,400	10,666,100
Rent expense	<u>6,000,000</u>	<u>10,473,000</u>
Net income before income taxes	222,400	193,100
Income tax provision	<u>316,000</u>	<u>353,800</u>
Net loss	<u>\$ (93,600)</u>	<u>(160,700)</u>

See accompanying notes to consolidated financial statements.

**DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY**

Consolidated Statements of Equity

Years ended December 31, 2022 and 2021

	Common stock		Retained earnings	Total stockholders' equity	Noncontrolling interest	Total equity
	Shares	Amount				
Balance, December 31, 2020	10	\$ 10,000	3,837,800	3,847,800	542,500	4,390,300
Contribution from noncontrolling interest	—	—	—	—	255,000	255,000
Net loss	—	—	(160,700)	(160,700)	—	(160,700)
Balance, December 31, 2021	10	10,000	3,677,100	3,687,100	797,500	4,484,600
Distribution to noncontrolling interest	—	—	—	—	(215,000)	(215,000)
Net loss	—	—	(93,600)	(93,600)	—	(93,600)
Balance, December 31, 2022	10	\$ 10,000	3,583,500	3,593,500	582,500	4,176,000

See accompanying notes to consolidated financial statements.

**DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY**

Consolidated Statements of Cash Flows

December 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Net loss	\$ (93,600)	(160,700)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	541,400	450,800
Gain on sale of fixed assets	800	—
Change in deferred income taxes	—	238,200
Payroll Protection Program loan forgiveness	—	(2,814,000)
Changes in assets and liabilities:		
Receivables, net	2,448,200	(4,647,000)
Other current assets	(182,400)	207,100
Accounts payable	(4,841,700)	7,683,800
Accrued liabilities	(9,524,400)	25,820,700
Income taxes receivable/payable	316,000	114,900
Due to Del Mar Charities, Inc.	(33,200)	28,300
Net cash (used in) provided by operating activities	<u>(11,368,900)</u>	<u>26,922,100</u>
Cash flows from investing activities:		
Capital expenditures	(703,900)	(1,096,100)
Proceeds from sale of equipment	1,800	—
Net cash used in investing activities	<u>(702,100)</u>	<u>(1,096,100)</u>
Cash flows from financing activities:		
Borrowing on credit facilities	—	3,774,000
Repayment of credit facilities	—	(3,774,000)
Distribution to noncontrolling interest	(215,000)	—
Contribution from noncontrolling interest	—	255,000
Repurchase of common stock	—	—
Net cash (used in) provided by financing activities	<u>(215,000)</u>	<u>255,000</u>
Net (decrease) increase in cash and cash equivalents, and restricted cash	(12,286,000)	26,081,000
Cash, cash equivalents, and restricted cash at beginning of year	<u>37,541,600</u>	<u>11,460,600</u>
Cash, cash equivalents, and restricted cash at end of year	<u>\$ 25,255,600</u>	<u>37,541,600</u>
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	\$ —	6,600
Cash paid for income taxes	—	800

See accompanying notes to consolidated financial statements.

## DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

### (1) Description of Business and Summary of Significant Accounting Policies

#### (a) Description of Business

Del Mar Thoroughbred Club (DMTC) is a California corporation engaged in the operation of live thoroughbred horse racing and the transmission of simulcast signals of these races. DMTC operates seven to nine weeks of thoroughbred horse racing each year during the summer and, starting in 2014, four or five weeks of thoroughbred racing during the fall. The racing weeks are limited as determined by California Horse Racing Law. The thoroughbred horse racing is conducted in Del Mar, California. In addition, DMTC broadcasts the live races via cable television, satellite, and the Internet to locations throughout North America, the Caribbean, Central and South America, Europe, and Australia.

#### (b) Basis of Presentation

The financial statements have been prepared in conformity with U.S. generally accepted accounting principles (GAAP).

#### (c) Principles of Consolidation

The accompanying consolidated financial statements include the accounts of DMTC and its subsidiary, the Southern California Change Fund LLC (note 1(i)). All significant intercompany balances and transactions have been eliminated in consolidation.

#### (d) California Horse Racing Law

California Horse Racing Law has established the distributions from pari-mutuel wagering (handle), which have been retained as commissions or paid to support the California Horse Racing Board, purses, owners' and breeders' awards, satellite wagering fees, interstate location and host fees, and other statutory payments as mandated by California Horse Racing Law. The California Horse Racing Board annually allocates racing weeks to the licensed racing associations throughout the state and approves licenses to conduct live thoroughbred horse racing and transmission of simulcast signals of races based upon applications submitted by California Racing Associations.

#### (e) Cash and Cash Equivalents

DMTC considers all highly liquid investments with original maturities of three months or less to be cash equivalents. Cash and cash equivalents include cash and money market accounts. The cash balances of DMTC may exceed federally insured levels or may be held in accounts without any federal insurance or any other insurance or guarantee. However, DMTC believes it mitigates such risks by maintaining cash balances in financial institutions with high credit ratings and has not experienced any losses in such accounts.

#### (f) Restricted Cash

Cash balances of the LLC (note 1(i)) and balances held for statutory payments to racing industry stakeholders are presented as restricted cash on the consolidated balance sheets. Restricted cash was \$14,632,200 and \$16,357,100 at December 31, 2022 and 2021, respectively, of which \$1,165,000 and \$1,595,000 was held for the LLC and classified as non-current at December 31, 2022 and 2021, respectively. The remaining \$13,467,200 and \$14,762,100 was held for statutory payments to racing industry stakeholders and presented as current assets at December 31, 2022 and 2021, respectively.

## DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

### **(g) Fixed Assets**

Fixed assets are stated at cost. Depreciation on fixed assets is calculated on the straight-line basis over the estimated useful lives of the related assets, which generally range from three to five years. Leasehold improvements are amortized on a straight-line basis over the shorter of the agreement term and reasonably assured option periods or the estimated useful life of the asset. No depreciation is charged on assets under construction. Routine maintenance, repairs, renewals, and replacement costs are expensed at the time the costs are incurred. Expenditures that increase values or extend useful lives are capitalized.

### **(h) Investment in Limited Partnership**

DMTC is a limited partner in Southern California Off-Track Wagering, Ltd., a California limited partnership (the Partnership) and a shareholder in Southern California Off-Track Wagering, Inc. (SCOTWINC), the general partner of the Partnership. The Partnership and SCOTWINC were formed pursuant to the California Business and Professions Code (the Code) for the primary purpose of establishing and operating satellite-wagering facilities in Southern California. The Partnership and Shareholder Agreements provide that the ownership and voting interests of each limited partner and shareholder are reset annually based on each limited partner/shareholder's relative share of their prior-year wagering to the total combined prior-year wagering of all the limited partners/shareholders. DMTC held partnership voting interests of 24.1% and 20.5% and shareholder voting interests of 13.0% and 11.5%, as of December 31, 2022 and 2021, respectively. DMTC was not required to make any initial or subsequent contributions to the Partnership or SCOTWINC in exchange for DMTC's interests. Based on its ownership percentage and inability to exercise significant influence, DMTC accounts for its investments in the Partnership and SCOTWINC at cost. The Partnership's simulcast receipts for each race meet are calculated as a percentage of the handle of Southern California satellite wagering and Advanced Deposit Wagering. Partnership costs associated with each race meet are allocated to the host track and any excess or shortfall of receipts versus allocated expenses (the distribution) is paid to or collected from the host track, which splits any excess or shortfall with the horsemen on an equal basis.

For the years ended December 31, 2022 and 2021, DMTC's share of the surplus resulted in receipts of \$1,178,100 and \$1,509,300, respectively. The surplus receipts for the years ended December 31, 2022 and 2021 are included in pari-mutuel commissions from Southern California satellite locations in the accompanying consolidated statements of operations.

### **(i) Southern California Change Fund, LLC and Noncontrolling Interest**

DMTC and Los Angeles Turf Club (LATC) created the Southern California Change Fund, LLC (the LLC) to provide operating change and cash for Southern California satellite wagering facilities managed by SCOTWINC. The change fund comprises cash and coins in various denominations sufficient to stock pari-mutuel tellers' change drawers at the beginning of each race day at various off-track simulcast wagering facilities that comprise the Southern California Satellite Network to carry on pari-mutuel wagering activities. Through a bailment agreement, SCOTWINC has access to the LLC's change and cash in exchange for an annual bailment fee of \$104,700 and \$96,300 in 2022 and 2021, respectively.



## DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY

### Notes to Consolidated Financial Statements

December 31, 2022 and 2021

DMTC and LATC each held an interest of 50.0% at December 31, 2022 and 2021. The LLC is managed by DMTC. As such, DMTC can exercise control and the LLC has been consolidated into these consolidated financial statements. LATC's interest in the LLC has been presented as a noncontrolling interest on the consolidated balance sheets. The total cash contributed to and held by the LLC was \$1,165,000 and \$1,595,000, as of December 31, 2022 and 2021, respectively. These amounts are included in restricted cash on the consolidated balance sheets (note 1(f)). The Southern California satellite wagering facilities fully operated in 2021 after a majority of satellite locations were either closed or operating at limited capacity in 2020 due to the global pandemic. As a result, during 2021 the operating change and cash requirements at the satellite locations were increased and \$509,900 was provided to the LLC. DMTC and LATC each contributed approximately \$255,000 to the LLC. In 2022, following an evaluation of the satellite locations operations, the change and cash levels maintained at the satellite locations were adjusted and lowered and \$430,000 was returned to the LLC and \$215,000 distributed to both DMTC and LATC. The amounts distributed to and contributed by LATC in 2021 and 2022 are shown as distributions to and contributions from noncontrolling interests in the accompanying consolidated financial statements.

For the years ended December 31, 2022 and 2021, the LLC earned an insignificant amount of interest income and paid an insignificant management fee to DMTC. DMTC's portion of the LLC's income, approximately \$62,800 and \$58,600 for 2022 and 2021, respectively, has been recognized in the consolidated statements of operations, net of the LATC portion, which is not material.

#### **(j) Revenue Recognition**

DMTC's two principal sources of revenue are derived from wagering and nonwagering activities. Wagering revenues include pari-mutuel commissions based on wagers placed at various locations, including the Del Mar racetrack, other Southern California satellite locations, interstate satellite locations, and via the Internet and telephone through advanced deposit accounts established with operators approved by the California Horse Racing Board. Nonwagering revenues primarily include the sales of admission tickets, reserved seats and programs, parking receipts, and advertising and sponsorship revenues. Wagering revenues are recognized upon completion of horse races when the commissions are fixed and determinable. Nonwagering revenues are recognized at the point of sale or at the time the services are rendered. Food and beverage concessions sold at the Del Mar Fairgrounds, including those during the race meets, are provided pursuant to a concession agreement between the 22nd District Agricultural Association (the District) and a separate, third-party concessionaire. Accordingly, food and beverage revenues generated during the race meets are generally not received or recognized by DMTC.

Receivables consist primarily of pari-mutuel commissions and other statutory deductions on wagers placed at interstate and international satellite locations, and via the Internet and telephone through advanced deposit accounts with operators approved by the California Horse Racing Board. DMTC maintains an allowance for doubtful accounts for estimated losses inherent in its receivable portfolio. In establishing the required allowance, management considers DMTC's customers' financial condition, historical payment patterns, and the amount and aging of the receivables owed. All past-due balances over 90 days are reviewed individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Write-offs were \$1,300 and \$29,700 for 2022 and 2021, respectively.

## DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY

### Notes to Consolidated Financial Statements

December 31, 2022 and 2021

In May 2022, DMTC and a sports wagering operator (the Operator) entered into an agreement (Sports Wagering Agreement) for brick-and-mortar (retail) sports wagering and race meet sponsorship benefits (with such sponsorship benefits starting in 2022) at the Del Mar horse racing track for a 10-year period upon California passing a law (Qualifying Law) prior to December 31, 2024, that would permit certain authorized California horse racing tracks, including DMTC, and tribal casinos to offer retail sports wagering at their venues. During 2021, to secure the exclusive retail sports wagering rights with DMTC, the Operator and DMTC signed a binding term sheet and the Operator paid DMTC an upfront payment of \$5 million (the Initial Payment). In connection with the Sports Wagering Agreement, the Operator also entered into an annual sponsorship agreement with the DMTC that began in 2022 and is valued at \$500,000 annually. In the event the Qualifying Law is not enacted prior to the end of 2024, DMTC shall reimburse the Operator the Initial Payment less \$2,000,000 for the sponsorship and other benefits the Operator received through 2024. At December 31, 2022, \$4,500,000 (the Initial Payment, less the \$500,000 for sponsorship benefits provided to the Operator in 2022), has been recorded as deferred revenue within accrued liabilities in the accompanying consolidated balance sheet.

#### **(k) Income Taxes**

DMTC accounts for income taxes under the asset-and-liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the consolidated financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

DMTC recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are recognized in the period in which the change in judgment occurs.

#### **(l) Impairment of Long-Lived Assets**

Long-lived assets, such as fixed assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or group to be tested for possible impairment, DMTC first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying value. If the carrying value of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values, and independent third-party appraisals, as considered necessary.

#### **(m) Advertising and Public Relations Costs**

DMTC expenses advertising and public relations costs as incurred.

#### **(n) Use of Estimates**

Management of DMTC has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amount of revenue and expenses during the

## DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY

### Notes to Consolidated Financial Statements

December 31, 2022 and 2021

reporting period in order to prepare these consolidated financial statements in conformity with U.S. GAAP. Actual results could differ from those estimates.

#### (o) *Breeders' Cup*

DMTC and Breeders' Cup Limited (BCL) entered into an Agreement (BC Agreement), approved by the State Race Track Leasing Commission (Commission), for DMTC to host the Breeders' Cup World Championship (Championship) at Del Mar on November 5 and 6, 2021. The Championship terms and conditions, including the Championship revenues and expenses recognized by DMTC, the amount payable to the District and BCL's share of net Championship profits are described in the BC Agreement.

Balances related to the Championship at December 31, 2022 and 2021 are presented below:

	<u>2022</u>	<u>2021</u>
Receivables	\$ —	621,100
Accounts payable	—	1,301,400
Accrued liabilities	—	13,227,900

For the years ended December 31, 2022 and 2021, Championship revenues recognized by DMTC totaled \$0 and \$18,673,800, and Championship expenses, including BCL's share of net Championship profits and the amounts payable as rent expense (note 2), were \$0 and \$18,673,800, respectively.

#### (q) *Recent Accounting Pronouncements*

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e., lessees and lessors). Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. For leases greater than 12 months, the new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. The standard is effective for the Company on January 1, 2022, with early adoption permitted. The Company adopted Topic 842 on January 1, 2022 and the impact was not material as the rent obligations under the Operating Agreement are primarily variable in nature and other leases are not material.

#### (2) *Operating Agreement*

In December 1989, DMTC entered into an agreement (the Agreement), amended and restated on June 13, 2000, with the Commission acting on behalf of the District for the use of the Del Mar Race Track located on the Del Mar Fairgrounds for the operation of thoroughbred horse racing and for the transmission of live simulcasts of those races for 20 years, commenced January 1, 1990 and ended on December 31, 2009. In 2009, the Agreement was extended for a period of one year, ending December 31, 2010. In December 2010, DMTC and the Commission entered into a new Race Track Operating Agreement (the 2011 Agreement) with a term of five years, commencing on January 1, 2011. The Commission has the option to, at its sole discretion, extend the 2011 Agreement for 3 five-year option terms. In February 2019, the Commission exercised its second option to extend the 2011 Agreement for a five-year period through December 31, 2025. In the event the California Legislature enacts legislation authorizing a sale of the Del

## DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY

### Notes to Consolidated Financial Statements

December 31, 2022 and 2021

Mar Fairgrounds, the Commission has the option to terminate the 2011 Agreement by giving DMTC at least 180 days' written notice. The termination would become effective on December 31 in the year in which the notice is given provided, however, that if the notice is given less than 180 days before the end of the year, then the termination would become effective on December 31 of the following year. In the event of a termination due to the sale of the Del Mar Fairgrounds or if the Commission does not exercise its option to extend the 2011 Agreement beyond the end of the current five-year option term, DMTC has the right to use all cash and noncash assets to discharge all outstanding obligations. Liabilities that DMTC would be required to provide for upon termination include liabilities associated with health and welfare benefits, employee severance payments, pension benefits, property taxes, income taxes, charity days, as well as other liabilities existing as of December 31 of the year in which the 2011 Agreement terminates. The single largest projected liability DMTC would need to settle if the 2011 Agreement is terminated is a potential withdrawal liability associated with DMTC's participation in the Service Employees International Union (SEIU) National Industry Pension Plan (note 5). DMTC's share of the withdrawal liability associated with this plan was last determined by an actuary to be approximately \$13.8 million as of December 31, 2017. An estimate of DMTC's share of the withdrawal liability associated with this plan was not determined as of December 31, 2022; however, DMTC believes the amount continues to be significant. Additionally, upon termination of the 2011 Agreement, any assets remaining after payment or provision for all outstanding obligations must be remitted to the District. As of December 31, 2022, the California Legislature has not enacted legislation to authorize a sale of the Del Mar Fairgrounds and no legislation authorizing a sale is pending.

The 2011 Agreement provides that by November 15 of each year, the annual amount payable to the District by DMTC is required to be 100% of the estimated net earnings for the year ending December 31. The balance of audited net earnings, less an amount sufficient to provide operating capital for the period through the commencement of the succeeding race meet, subject to the approval of the District, shall be payable by May 1 of the following year. The annual amount payable to the District shall not be less than \$825,000. The 2011 Agreement was amended in February 2014 to provide for the addition of the fall race meet and the minimum annual amount payable to the District increased by \$400,000 to \$1,225,000 for the calendar year 2014 and beyond. The February 2014 amendment also provides that if DMTC enters into negotiations with the Breeders Cup Limited (BCL), for conducting the Championship at Del Mar, DMTC shall consult with and solicit input of the District and any final agreement with BCL shall be subject to the prior approval of the Commission. In March 2019, the Commission approved the BC Agreement between DMTC and BCL to conduct the Championship at the Del Mar Race Track on November 5 and 6, 2021. The BC Agreement provided for an additional \$400,000 amount payable to the District for the year ending December 31, 2021.

The 2011 Agreement requires DMTC to maintain a ratio of the annual amount payable to the District (rent expense) to its gross revenues equal to or greater than 15% (the Net to Gross Ratio). A default under the agreement could be declared if the Net to Gross Ratio is below 15% for two consecutive years. The 2011 Agreement was amended in March 2017 to adjust the Net to Gross Ratio to allow food and beverage net and gross revenues generated by DMTC's operation of the race meets at Del Mar to be included in the calculation of the ratio. The Agreement also provides that DMTC is exempt from the Net to Gross Ratio provision during years when events beyond DMTC's control, including government regulation or restrictions, result in the Net to Gross Ratio falling below the 15% threshold. DMTC was in compliance with the Net to Gross Ratio for the years ended December 31, 2022 and 2021.

**DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY**

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

DMTC classifies the annual amounts payable as rent expense in the accompanying consolidated statements of operations, which totaled \$6,000,000 and \$10,473,000 for the years ended December 31, 2022 and 2021, respectively, and of which \$50,000 and \$1,548,000 was included in accrued liabilities as of December 31, 2022 and 2021, respectively. Future annual amounts payable are not disclosed herein, as such amounts cannot be reasonably estimated, but are expected to be significant and approximate earnings before income taxes and these annual payments.

**(3) Income Taxes**

On March 27, 2020, the President of the United States signed and enacted into law the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Among other provisions, the CARES Act provides relief to U.S. federal corporate taxpayers through temporary adjustments to net operating loss (NOL) rules. In particular, the CARES Act permits a five-year carryback of NOLs arising in tax years beginning after December 31, 2017 and before January 1, 2021. The Company has filed amended returns to reflect these NOL carrybacks and has recorded a federal income tax receivable of \$164,200 at December 31, 2022 and 2021 which is included in income taxes receivable in the accompanying consolidated balance sheets.

As of December 31, 2022, the Company has recorded a valuation allowance of \$1,102,900 against its net deferred tax assets, including its NOLs, as realization of these deferred tax assets is not currently deemed more-likely-than-not. In making this determination, the Company considered the likelihood of generating future taxable income sufficient to recover the net deferred tax assets including the NOLs. The valuation allowance increased by \$95,900 from December 31, 2021, to December 31, 2022. DMTC will continue to evaluate the likelihood of realizing the deferred tax assets which could result in future adjustments to the valuation allowance.

As of December 31, 2022, the Company had federal NOL carryforwards of \$141,500. The Federal NOL's have no expiration date but are limited to 80% utilization of taxable income per year. The Company does not anticipate any limitation of its usage of NOL's per IRC Section 382. However, no formal study has been completed.

Components of income tax provision (benefit) are as follows:

	<b>2022</b>	<b>2021</b>
Current:		
Federal	\$ 117,400	114,800
State	198,600	800
Total current	316,000	115,600
Deferred:		
Federal	—	62,500
State	—	175,700
Total deferred	—	238,200
	\$ 316,000	353,800

**DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY**

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

Actual income taxes differ from the “expected” income taxes (computed by applying the applicable U.S. federal corporate tax rate to earnings before income taxes) as follows:

	<u>2022</u>	<u>2021</u>
Computed “expected” taxes	\$ 46,700	40,500
State tax, net of federal effect	198,500	139,600
Nondeductible expenses	27,500	19,600
Non-deductible losses/(non-taxable income)	1,800	(593,000)
Change in federal valuation allowance	49,600	692,300
Return to provision reconciliation	—	54,800
Other	<u>(8,100)</u>	<u>—</u>
	<u>\$ 316,000</u>	<u>353,800</u>

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets at December 31, 2022 and 2021 are presented below:

	<u>2022</u>	<u>2021</u>
Deferred tax assets:		
Net operating loss carryforwards	\$ 29,700	682,400
Allowance, accruals, and other reserves	1,255,900	451,900
Valuation allowance	<u>(1,102,900)</u>	<u>(1,007,000)</u>
	182,700	127,300
Deferred tax liabilities:		
Depreciation	<u>(182,700)</u>	<u>(127,300)</u>
Total deferred income taxes	<u>\$ —</u>	<u>—</u>

**(4) Charity Days**

Article 7 of the California Horse Racing Law requires DMTC to designate three racing days to be conducted as charity days; however, the amount to be distributed is the lesser of two-tenths of 1% of DMTC’s on track live handle or the net proceeds of the three designated racing days. The amount distributed is paid to various charities approved by the California Horse Racing Board. The total distribution under Article 7 amounted to \$98,300 and \$132,500 in 2022 and 2021, respectively, of which \$103,100 and \$136,300 was included in accounts payable on the consolidated balance sheets as of December 31, 2022 and 2021, respectively.

## DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

### (5) Pension Plans

DMTC makes pension plan contributions to several defined-benefit pension plans that provide retirement benefits to certain union and nonunion employees.

#### (a) *Union Plans*

Union employees are covered under several multiemployer defined-benefit union pension plans where DMTC pays fixed amounts per hour or day worked as negotiated under the terms of various collective bargaining agreements. The risks of participating in multiemployer plans are different from single-employer plans in the following aspects: (1) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers; (2) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; and (3) if DMTC chooses to stop participating in some of its multiemployer plans, DMTC may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a "withdrawal liability." Information describing DMTC's participation in the significant multiemployer plans is outlined in the table below. The Pension Protection Act of 2006 (PPA) requires the plan's actuary to annually determine the plan's financial status, or certified zone status, as defined by the PPA, and assign one of the following zone categories: green zone pension plans are considered in good financial health, yellow zone pension plans are considered in endangered status, and red zone pension plans are considered in critical status. Among other factors, plans in the red zone are generally less than 65% funded, plans in the yellow zone are less than 80% funded, and plans in the green zone are at least 80% funded. The most recent certified zone status available for the SEIU National Industry Pension Plan (SEIU Plan) and for the Western Conference of Teamsters Pension Trust was for the year ended December 31, 2022.

Four unions with separate collective bargaining agreements that expire over various dates between March 2022 and December 2022 participate in the SEIU Plan. The SEIU Plan's actuaries classified the SEIU Plan in critical status in 2009. As required by the PPA, the SEIU Plan's trustees in November 2009 adopted a rehabilitation plan designed to reasonably enable the SEIU Plan to emerge from critical status over a 13-year period. The rehabilitation plan requires all contributing employers, including DMTC, to pay surcharges above the contribution rate provided for under the current collective bargaining agreements. The pension surcharges are graduated throughout the term of the rehabilitation plan and are capped at 62.5% above the contribution rate provided for under the current collective bargaining agreement. The pension surcharges for the four unions participating in the SEIU Plan were at the cap of 62.5% in 2022 and 2021.

**DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY**

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

None of the annual contributions presented below represents more than five percent of total plan contributions. Additionally, DMTC's portion of these plans' accumulated plan benefits and plan net assets are not separately determinable.

Plan name	EIN/pension plan number	Pension protection act zone status		Rehabilitation plan status	Company contributions		Collective bargaining agreement expiration date	
		2022	2021		2022	2021		
SEIU National Industry Pension Fund	52-6148540	Red	Red	Implemented	\$ 361,400	371,600	Jan 2026	
Western Conference of Teamsters Pension Trust	91-6145047	Green	Green	N/A	179,600	200,100	Jun 2024	
Other funds combined	Various	*	*	N/A	196,300	203,100	Various	
All plans					\$	<u>737,300</u>	<u>774,800</u>	

**(b) Qualified Retirement Savings Plan**

DMTC sponsors a savings plan, which is a qualified retirement plan in accordance with the Internal Revenue Code. The plan allows substantially all full-time, nonunion employees who are at least 21 years of age with a minimum of one year of service to participate. DMTC contributed matching contributions of \$517,900 to the plan in 2022 and \$463,000 in 2021, which were included in employee benefits in the consolidated statements of operations.

**(6) Stockholders' Equity**

DMTC's Articles of Incorporation (the Articles) contain provisions that prohibit DMTC from paying dividends or making any distributions on account of any stock or other ownership interest. The Articles also state that "upon any liquidation or dissolution of the corporation, after payment or provision for all debts, all of the corporation's assets shall be distributed to such one or more governmental agencies and not-for-profit or charitable organizations as may be designated by the then Governor of the State of California."

Each director, when elected to the board of directors, is required to purchase one share of \$1,000 par value common stock. As a condition to the purchase of the common stock, each director/shareholder enters into a Stock Transfer Restriction Agreement (Stock Agreement).

**(7) Credit Facilities and Promissory Note**

DMTC entered into an \$8.5 million credit facility with a financial institution in 2008 to provide working capital for the race seasons. The credit facility bears interest for a fixed term and rate based on the Bloomberg Short-Term Bank Yield Index (BSBY) rate plus 1.35% or a variable rate based on the BSBY Daily Floating Rate plus 1.35% starting in 2022. Previously, the credit facility bore interest for a fixed term and rate based on the British Bankers Association London Interbank Offered Rate (LIBOR) plus 1.35% or a variable rate based on the LIBOR Daily Floating Rate plus 1.35%. DMTC exercised the variable rate option and the weighted average interest rate for borrowings under the credit facility in 2021 was 1.44%. There were no borrowings under the credit facility in 2022. The credit facility is unsecured, and accordingly, DMTC did not pledge any assets as collateral for the obligation. The facility agreement requires that the credit facility borrowings be paid off annually from December 15 through January 15. The credit facility has no outstanding balance at December 31, 2022 and 2021. The facility was set to expire the earlier of March 1,



## DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY

### Notes to Consolidated Financial Statements

December 31, 2022 and 2021

2023 or 15 days prior to the termination of the 2011 Agreement. On December 13, 2022, the Company exercised an extension option that extended the availability of the facility through the earlier of March 1, 2024 or 15 days prior to the termination of the 2011 agreement.

During 2020, DMTC was approved for a Paycheck Protection Program loan (PPP loan) through the Small Business Administration (SBA) totaling \$2.8 million upon the passage of the Act CARES Act. The loan was subject to a promissory note dated May 1, 2020 and was eligible to be forgiven to the extent proceeds of the loan are used for eligible expenditures such as payroll and other expenses described in the CARES Act. The loan bears interest at a rate of 1%. DMTC applied for forgiveness in December 2020 and the SBA granted DMTC full forgiveness of the PPP loan and accrued interest in 2021. The amount of the loan forgiveness has been recognized as revenue in the 2021 consolidated statement of operations.

#### (8) Lease Obligations

DMTC leases various equipment under noncancelable operating leases. Rental expense under the leases was approximately \$58,900 and \$61,900 for the years ended December 31, 2022 and 2021, respectively.

Future minimum lease payments, excluding amounts payable under the 2011 Agreement (note 2), under noncancelable operating leases (with initial or remaining lease terms in excess of one year), as of December 31, 2022 are as follows:

Year ending December 31:		
2023	\$	27,600
2024		27,600
2025		7,500
2026		7,500
2027		6,800
		<hr/>
Total minimum lease payments	\$	<u>77,000</u>

#### (9) Commitments and Contingencies

DMTC has an irrevocable standby letter of credit to the Commission in the amount of \$500,000. The letter of credit is redeemable in the event of a breach of DMTC's Operating Agreement with the Commission and expires on December 31, 2023. The 2011 Agreement requires DMTC to maintain a letter of credit in the amount of \$500,000 or post a \$500,000 cash deposit with the District in lieu of the letter of credit.

DMTC is a party to various legal proceedings, claims, and assessments arising in the normal course of its business activities. DMTC will accrue a provision related to such matters when it is both probable that a loss will be incurred, and the amount can be reasonably estimated. Based, in part, on the advice of legal counsel, DMTC does not expect these legal proceedings, claims, and assessments, individually or in the aggregate, to have a material adverse impact on DMTC's financial position or results of operations.

**DEL MAR THOROUGHBRED CLUB AND SUBSIDIARY**

Notes to Consolidated Financial Statements

December 31, 2022 and 2021

**(10) Subsequent Events**

DMTC has evaluated subsequent events from the consolidated balance sheet date through April 21, 2023, the date at which the consolidated financial statements were available to be issued, and determined that there were no other items requiring disclosure in or adjustment to the consolidated financial statements.

**From:** [Michael Finley](#)  
**To:** [Donna O'Leary](#)  
**Cc:** [Livingston, Aurora](#)  
**Subject:** Congratulations to the Board  
**Date:** Tuesday, May 09, 2023 3:46:48 PM  
**Attachments:** [Congrats to 22nd District Board.pdf](#)

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Hi Donna,

Please pass this along to the board members and your staff.

Thanks.

Mike Finley

Good afternoon,

My name is Mike Finley. I want to say "Thank You" to the board of directors for working with the City of Del Mar to place its required housing on part of the DAA land.

I have lived and worked in Del Mar and Carmel Valley since the mid-1970's. My children have been educated in the Del Mar schools, Earl Warren Middle School and Torrey Pines High School. This area has been a terrific home for my family over several years.

I am a homebuilder and when we first moved here, I could purchase lots in Del Mar and Del Mar Heights for \$30,000 to \$40,000. Now, that wouldn't make the down payment on such lots, if I could find them.

And the saying in those days was that "There is no life east of I-5". Can't say that now. Not with Carmel Valley, Pacific Highlands Ranch and the other communities there.

We have had terrific growth in housing over the last 50 years. But there is one part of the market that has not grown: the number of homes and apartments available for our working-class families. Obviously, families earning less than \$50-90,000 have a very difficult time finding any place to live in this area. Everyone from Governor Newsom down to the ordinary citizen knows that most of California is extremely short of housing which working-class families can afford.

That's why I want to congratulate you, the DAA board on working with the City of Del Mar to place housing for working-class families on a

portion of the DAA's land. The families who are chosen to live in that community will be blessed with a great location. Their kids will attend some of the finest schools in the County, and their parents will be close to some of our metro area's best employment centers. Policemen, firemen, law enforcement officers, teachers and perhaps some DAA employees will be able to live there.

So, thank you very much for making that possible. You have done the right thing!

**From:** [Carla Echols-Hayes](#)  
**To:** [Donna O'Leary](#); [Carlene Moore](#); [Don Mosier \(SDFair\)](#); [Michael Gelfand \(SDFair\)](#); [Frederick Schenk \(SDFair\)](#); [Richard Valdez \(SDFair\)](#); [Lisa Barkett \(SDFair\)](#); [Sam Nejabat \(SDFair\)](#); [Kathlyn Mead \(SDFair\)](#); [Joyce Rowland \(SDFair\)](#)  
**Subject:** Nice article today in Coast News re Horsepark  
**Date:** Wednesday, May 17, 2023 4:07:46 PM

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[Equestrian group prepares Del Mar Horsepark for July reopening \(thecoastnews.com\)](#)

Looking good, everyone!

Thank you all again for allowing a well-capitalized, experienced horse show operator rebuild this iconic venue. We hope to see all of you at the July 15 opening party, starting at 4pm.

According to my understanding of the July 15 event, they plan a color guard presentation of the flag, an agility dog demonstration on the Grand Prix grass arena, then the Grand Prix jump off (\$200,000 purse), followed by some kind of entertainment. Fun for everyone!

And first, the Fair. I am going for the smores!

Best regards, Carla Echols-Hayes  
Co-founder, Friends of Del Mar Horsepark  
925-202-0033

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*Del Mar Horsepark general manager Dale Harvey looks over the property's remaining repairs before its grand reopening in July. Photo by Laura Place*

## Equestrian group prepares Del Mar Horsepark for July reopening

by Laura Place ◉ May 17, 2023 ◉ 1161

DEL MAR — Top-tier equestrian shows will return to the Del Mar Horsepark in July following nearly three years of inactivity at the iconic property, with various renovations underway by the park's new operator.

Horse Shows in the Sun, or HITS, the equestrian events management company overseeing the horse park, will kick off the summer season on July 12 and hold a grand reopening ceremony on July 15, with eleven total shows planned through December.

After canceling the park's summer 2020 season due to the COVID-19 pandemic, the 22nd District Agricultural Association stunned the equestrian community in January 2021 by officially [discontinuing equestrian events](#) due to concerns about the cost of state-required water maintenance.

HITS was [selected in June 2022](#) to manage the property and oversee needed water infrastructure improvements to allow for its reopening.



*Considered to be among the most iconic equestrian properties in the country, the Del Mar Horsepark on El Camino Real will reopen in July after a three-year closure. Photo by Laura Place*

Since then, the company has been fulfilling a series of improvements, including a new water drainage system, state-of-the-art footing in show arenas, larger stalls, new VIP seating, a new cafe and restaurant and updated restrooms.

“It’s truly one of the iconic properties in all of equestrian sport, and we’re really very pleased that we had the opportunity to take some of the tarnish off the old girl and really shine her off,” said Peter Englehart, CEO of Horse Shows in the Sun.

Del Mar Horsepark general manager Dale Harvey said many areas of the park were in major need of repair, leading to approximately \$10 million in renovations so far. This included replacing nearly all the fencing and updating all the electricity onsite.

“It’s over 40 years old, then you add in the fact that it was essentially closed down for almost three years,” Harvey said. “It’s taken a huge effort and was way more intensive than we thought it was gonna be.”





*Del Mar Horsepark general manager Dale Harvey is overseeing the renovation of the property along El Camino Real, which will include the transformation of the covered arena later this year. Photo by Laura Place*

*The retrofitted judge's booth will allow views of both the grass and dirt arenas near the park's entrance. Photo by Laura Place*

Water infrastructure changes at the site have been critical to its ability to reopen and served as a requirement of HITS's lease to operate the park. HITS has implemented around \$8 million in stormwater quality improvements, including water quality basins, drainage diversions and bioretention and infiltration plans.

According to Harvey, the company has had to work alongside both an environmental consultant and the San Diego Regional Water Quality Control Board to ensure everything is up to par.

At this point, he said, construction is on track, and the park should be able to open as scheduled.



All eleven shows scheduled for 2023 will take place on the uncovered grass and sand arenas, while the covered arena will be used as a warmup area. During the second phase of repairs starting in November, HITS will begin enhancements to the covered arena to make it into a world-class stadium environment.

*Electricians with Rowan Electric install new lighting in the horse stalls at the Del Mar Horsepark.  
Photo by Laura Place*

When horses begin returning to the park on July 10, they will enjoy larger stalls with rubberized floor mats and new doors, something Harvey said will greatly enhance the animals' comfort and safety.

Harvey said he is excited to see the park reopening, as someone who was a shower and trainer at the property in years past.

"I used to be here as a trainer and I was showing here myself until it closed. Once I got into show production and management, I produced a lot of shows here. It was always dear to my heart that it would be reopened," he said.

Harvey, CEO of West Palm Events, also had a somewhat roundabout journey to the role of the horse park general manager.

West Palms Events was originally selected to manage the park in early 2022 but backed out due to failed contract negotiations. After HITS was chosen as the new lessee months later, the company then contracted Harvey to serve as the manager of the horse park.

Del Mar Horsepark leaders are expecting the renovated site to bring an additional \$50-\$60 million into the region annually, and this season will offer a total prize purse of \$1.3 million — the highest in the park’s four-decade history, according to Englehart.

*The Del Mar Horsepark is undergoing various renovations in preparation for its July reopening, including new arena footing, larger stalls, improved drainage and more. Photo by Laura Place*

“We’re gonna have a lot of people coming to Del Mar this summer,” said Englehart. “We’re really positioning it as a premium property in the equestrian world.”

Leaders of the organization Friends of the Del Mar Horsepark, which worked hard to keep the park from closing permanently, also expressed excitement about the reopening.

“Friends of Del Mar Horsepark congratulates HITS SHOWS LLC for stepping up to restore our community treasure,” co-founders Carla Echols-Hayes and Laura DeMarco said in a statement.

The grand reopening event will take place at 4 p.m. on June 15 and will include food, beverages, a dog agility performance and the Grand Prix jumping final, followed by live music. For more information and for a full schedule of shows, visit [hitsdelmar.com](https://hitsdelmar.com).



## Related Articles:

- [Election 2020: North County's School Board Candidates](#) October 23, 2020

**From:** [Carla Echols-Hayes](#)  
**To:** [Carlene Moore](#); [Michael Gelfand \(SDFair\)](#); [Lisa Barkett \(SDFair\)](#); [Richard Valdez \(SDFair\)](#); [Kathlyn Mead \(SDFair\)](#); [Frederick Schenk \(SDFair\)](#); [Don Mosier \(SDFair\)](#); [Sam Nejabat \(SDFair\)](#); [Joyce Rowland \(SDFair\)](#); [Donna O'Leary](#)  
**Subject:** Article regarding Seaside Ridge that mentions the ad-hoc committee report on affordable housing  
**Date:** Thursday, May 18, 2023 3:14:45 PM

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Hi,

FYI. This article is well-balanced and includes a quote from Joyce Rowland.

<https://thecoastnews.com/seaside-ridge-draws-concern-from-del-mar-residents-officials/>

As a life-long environmentalist, I am opposed to the Seaside Ridge project because of potential damage to a fragile bluff that's honeycombed with sea caves and eroding very quickly without human activity. Destabilizing that bluff could pose a threat to public safety, as Del Mar Dog Beach North is very popular year-round. (My property would not be impacted by any project on North Dog Beach Bluff.)

In addition, I sent this article to the entire Solana Beach City Council and Mayor, asking them about their perspective regarding an affordable housing project on the Fairgrounds. Dave Zito, longtime City Council member, replied that they generally support affordable housing on the Fairgrounds and do not anticipate any adverse traffic or other impact to Solana Beach.

Thank you.

Best regards, Carla Echols-Hayes  
Co-founder, Friends of Del Mar Horsepark  
Co-founder, Friends of Del Mar North Bluff  
Solana Beach  
925-202-0033



*Artist's renderings of the Seaside Ridge housing project proposed for Del Mar's north bluff. Courtesy graphic*

## Seaside Ridge draws concern from Del Mar residents, officials

by Laura Place ◉ May 17, 2023 ◉ 1156

DEL MAR — Developers of a proposed 259-unit housing project on Del Mar's north bluff continue to be at odds with city leaders and residents as they surge ahead with plans for the controversial development.

The Seaside Ridge project, first proposed to the city in October, proposes a nine-building development on a 7-acre property owned by San Diego philanthropist Carol Lazier just north of Del Mar Dog Beach. The development would offer units for a mix of income levels, including 42 units for low- to extremely low-income households.

Developers submitted an updated application on March 30, which Del Mar leaders have deemed to be incomplete. In an April 28 letter, the city cited various missing materials, including rezoning, Local Coastal Program Amendment, coastal development permit, and conditional use permit applications that need to be submitted for the project to move forward.

Project representative Darren Pudgil said they plan to resubmit an application addressing the identified issues.

“We will continue to work with the City to advance this worthy project, which will not only significantly help the City meet their housing requirements but also provide the public with an

oceanfront park and trail, as well as new public parking,” Pudgil said. “Our hope is that the City of Del Mar does its part to comply with the laws that allow much-needed affordable housing projects like Seaside Ridge to move forward.”



*Artist's renderings of the Seaside Ridge housing project proposed for Del Mar's north bluff. Courtesy graphic*

The site at 929 Border Ave is identified in the city's 6th Cycle Housing Element as a backup site to develop housing if the city is unable to reach a binding agreement with the Del Mar Fairgrounds to construct units on their land by next year.

Del Mar leaders **submitted** the city's revised 6th cycle housing element — a state-mandated housing plan — in early April, with fingers crossed that the document will finally receive long-awaited certification from the state.

However, legal firm Sheppard Mullin, representing the Seaside Ridge project, argues that Del Mar's housing element is out of compliance, requiring the city to rezone the property now and approve the project.

Lawyers also assert the project's proposed affordable units would earn a density bonus exempting it from various local development standards.

City leaders have continually pushed back against this legal interpretation.

“The City's adopted Housing Element identifies a sufficient inventory of sites with correct zoning and capacity to meet the City's [Regional Housing Needs Allocation] without the need to rezone properties,” said Principal Planner Matt Bator.

City leaders are **relying on the Fairgrounds** to enter into a binding agreement to develop at least 61 lower-income units on their land, with less than a year until the agreement needs to be submitted to the state in April 2024.

An ad hoc committee of Fairgrounds and city officials have been meeting at least once a month to hammer out the details in hopes of having something more concrete later this year. One site being considered is a 10-acre piece of land used primarily for parking on the corner of Via de la Valle and Jimmy Durante Boulevard.

At a **May 9 meeting** of the 22nd District Agricultural Association, the Fairgrounds' managing board, officials indicated their receptivity to hosting affordable units onsite. The Fairgrounds'

part in the agreement would simply be to offer the land, while management and associated c  
would be footed by the city.



“Like any complex project, it’s not gonna be simple, but it seems ultimately doable with reasonable parties on all sides,” said board president G. Joyce Rowland.

### **Bluff concerns**

Seaside Ridge developers claim the project can be safely built on the bluff with 33-foot setbacks, accounting for sea level rise in a “conservative, low probability of occurrence scenario.”

However, several residents have expressed concerns about the project’s impact on the fragile north bluff, an area that researchers say has been especially impacted by erosion and contains the added risk of sea caves that burrow as deep as 20 feet into the cliff.

Friends of the Del Mar North Bluff co-founder Carla Echols-Hayes said the group is funding a study of current bluff conditions as well as sea caves in the cliff face, contracting Scripps Institute of Oceanography researcher Adam Young as well as a geotechnical engineer at the cost of \$15,000. The group has organized a [GoFundMe campaign](#) to help cover the cost of the report.

This isn't the first time residents have funded such a report. Back in 2019, when a luxury resort called Marisol was proposed for the same site on the north bluff, a group of residents funded another report by Young that mapped out scenarios of sea level rise and erosion on the bluffs.

"I am very concerned not just about the cliff retreat, but more near-term, that it gets so destabilized, because it's clearly on the move now, that somebody gets hurt," Echols-Hayes said. "Whatever the deepest part of the deepest sea cave is, that's the true toe of the bluff."

Speaking to the Del Mar City Council on [May 15](#), Young said these caves form around weak spots in the bluff and that they can lead to bluff failure. Young said that as a result of intense winter storms, Del Mar's bluffs from Powerhouse Park to Torrey Pines (not including the project's location along the north bluff) saw an average of 20 centimeters of erosion, double what scientists usually see and some areas saw up to one meter.

When asked about retreat along the north bluff specifically, Young told The Coast News they did not have current data for that area.

"We're continuing to monitor how they might respond. The waves were quite large, so it could take years for some of that sand to come back," Young said.

*CLARIFICATION: A previous version of the article incorrectly stated that Carla Echols-Hayes had personally funded a \$15,000 study of current bluff conditions. Echols-Hayes' group, Friends of the Del Mar North Bluff, is funding the study through an online fundraiser.*

*CLARIFICATION: This article was updated to clarify where erosion levels were measured along Del Mar's bluffs. Scripps researcher Adam Young did not have current erosion data for the project's proposed location along the north bluff.*

## Related Articles:

- [Election 2020: North County's City Council and County Board...](#) October 16, 2020
- [Election 2022: Municipal Races Preview](#) October 7, 2022
- [Seaside Ridge housing project proposed for Del Mar's north...](#) October 25, 2022
- [Election 2020: North County's School Board Candidates](#) October 23, 2020
- [Election 2022: School Board Races](#) October 13, 2022
- [Affordable home in Encinitas prematurely sold during...](#) May 11, 2022

**Do you want to buy a house?**

**How Much Can I Afford?**

**🏠 \$271,959.88**

**📺 Monthly payment: \$2,100.00**



**From:** [Carla Echols-Hayes](#)  
**To:** [Carlene Moore](#); [Michael Gelfand \(SDFair\)](#); [Lisa Barkett \(SDFair\)](#); [Donna O'Leary](#); [Richard Valdez \(SDFair\)](#); [Kathlyn Mead \(SDFair\)](#); [Frederick Schenk \(SDFair\)](#); [Don Mosier \(SDFair\)](#); [Sam Nejabat \(SDFair\)](#); [Joyce Rowland \(SDFair\)](#)  
**Subject:** 17,258 people signed and won this petition to Save Del Mar Horsepark, and we all thank you!  
**Date:** Wednesday, June 07, 2023 2:23:56 PM

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Hi,

Today looks like a good day to declare victory! The Fair is opening, we might see the sun this afternoon, and Horsepark is sold out for horse shows in July and August, with numbers trending positively in September as well.

This public-private partnership will benefit everyone, and the wide-spread support out there for Horsepark will endure for decades to come. All the HOAs on the hill above Horsepark, the San Dieguito River Valley JPA, environmentalists who want to preserve open space, as well as horse and dog sports enthusiasts, are very happy that Horsepark remains semi-rural and agricultural, in keeping with the Del Mar Fairgrounds mission and values.

Hoping that all of you can attend the July 15 opening celebration starting at 4pm that features an agility dog demonstration, food and beverages, face-painting for kids, the \$100,000 Grand Prix jumping final including international competitors, and a post-horse show band that will play until 8pm. This should be fun!

Check out the petition here:

<https://chng.it/D9YqwTVKZg>

Thanks! We all appreciate all of the effort from the 22nd DAA staff and Board to bring Horsepark back to its former glory. This was a worthy project, and the 22nd DAA worked diligently to make it all happen.

Carla

**From:** [Carla Echols-Hayes](#)  
**To:** [Donna O'Leary](#); [Carlene Moore](#); [Lisa Barkett \(SDFair\)](#); [Michael Gelfand \(SDFair\)](#); [Richard Valdez \(SDFair\)](#); [Kathlyn Mead \(SDFair\)](#); [Frederick Schenk \(SDFair\)](#); [Don Mosier \(SDFair\)](#); [Sam Nejabat \(SDFair\)](#); [Joyce Rowland \(SDFair\)](#)  
**Subject:** Thank you for entering into this premier public-private partnership  
**Date:** Saturday, July 15, 2023 11:02:28 AM

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Hi Everyone,

I thought you might like to see this news article in The Coast News as it's about the great Horsepark renovations that HITS has accomplished so far. They are a premier events operator and have made Horsepark a destination once again.

[Renovated Del Mar Horsepark opens for first show in four years \(thecoastnews.com\)](#)

Just as a side note that I'd not thought about until recently, horse sports are the only professional competitions where women and men compete as equals, which means equal pay for equal work. That's still not true even in pro tennis.

Thank you all for working so hard to make this transformation happen. HITS has proven to be a great partner for the 22nd DAA, and we are excited that they have chosen to invest in Del Mar Horsepark.

Best regards,  
Carla Echols-Hayes  
925-202-0033

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*Chloe Levoy, 14, of Los Gatos, and horse Cobi celebrate on the podium after earning the first-place ribbon in the 1.20-meter low junior dressage jump at the Del Mar Sunshine Classic. Photo by Laura Place*

## Renovated Del Mar Horsepark opens for first show in four years

by Laura Place • July 14, 2023 • 775

DEL MAR — A buzz of activity returned to the new-and-improved Del Mar Horsepark last week as it reopened for the Del Mar Sunshine Classic, the first show at the iconic park in nearly four years.

The five-day show from July 12 to 16 kicked off the park's first regular summer season since 2020, following a multimillion-dollar renovation overseen by new operator Horse Shows in the Sun, or HITS.

Folks in both the local and national equestrian scene alike have been chomping at the bit to get back in the arena after the cancelation of the 2020 summer season due to the COVID-19 pandemic and the subsequent discontinuation of all equestrian activities in early 2021 due to water maintenance issues.

Since taking over the park in 2022, HITS has implemented not only a new water drainage system but state-of-the-art footing in the show arenas, larger stalls, new VIP seating, a new cafe and restaurant, and updated restrooms.



*Showjumper Guillermo Obligabo of Rancho Santa Fe and horse Beauty Star pictured July 13 at the Del Mar Horsepark during the Sunshine Classic. Photo by Laura Place*

*A competitor prepares to enter the grass field at the Del Mar Horsepark during the Sunshine Classic on July 13. Photo by Laura Place*

“It was a long process, but definitely worth the wait. I think everyone is so excited to be back here in Del Mar. This is one of our favorite facilities, so the riders are really excited to finally be back,” said Del Mar Horsepark general manager Dale Harvey.

In addition to the daily hunter and show jumping competitions for various ages and experience levels, the Sunshine Classic included a \$25,000 Welcome Classic on July 13 and a \$100,000 Sunshine Grand Prix on July 15.

Show jumper Guillermo Obligabo of Rancho Santa Fe said he had been riding at the park for over 20 years when it closed and was pleased to be back.

“It’s always been a good place for the community to be able to show at home. This is one of the best last fields in the West Coast, so having this place back is unbelievable,” Obligabo said.

Olympic show jumper Cassio Rivetti, who operates Cassio Rivetti Stables in Rancho Santa Fe and also competed at the Sunshine Classic, said the new footing technology is what really makes the new park stand out as a premier showing destination.

*Nicole Buie, riding Diavisto, enjoys the new and improved facilities on July 13 at the Del Mar Horsepark during the Sunshine Classic. Photo by Laura Place*

*The Del Mar Sunshine Classic at the Del Mar Horsepark offered coveted prizes, including a \$25,000 Welcome and a \$100,000 Grand Prix. Photo by Laura Place*

“Everything is safer for the horses. Our horses can’t ride on bad footing. They get us the best conditions that we expect for five-star-level shows,” Rivetti said. “It’s really important for us to have a place like that.”

The horses’ comfort extends beyond the arena and into their stalls, which have been widened and outfitted with rubberized floor mats and new doors.

While there are still improvements to be made at the park, such as the revamping of the covered arena set to begin later this fall, riders said the Sunshine Classic is a sign of good things to come.

“As a first show, it looks really good,” Rivetti said.

In further celebration of the park’s opening, HITS also planned a mural painting event on July 15 led by internationally-renowned artist and sculptor Jerome Gastaldi, giving visitors the chance to contribute to a colorful piece of art at the park.

Upcoming shows in the Del Mar Summer Series include the Del Mar Summer Festival on Aug. 2-6 (premier) and Aug. 9-13 (national) and the Del Mar Summer Classic on Aug. 23-27 (premier) and Aug. 30 to Sept. 3 (national.)

Following the summer season, the horse park will host seven additional shows between September and October.

For more information and a full schedule of shows, visit [hitsdelmar.com](https://hitsdelmar.com).

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**To:** [Donna O'Leary](#)  
**Cc:** [G. Joyce Rowland](#)  
**Subject:** HISA seeks racetracks' advice to improve reaction to rider spills (Del Mar Racetrack)  
**Date:** Thursday, August 03, 2023 11:49:49 AM

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Please share this with the Board Members and Senior Managers, Thank You -

Martha Sullivan

The new Federal Horseracing Integrity & Safety Authority is weighing in on Del Mar's recent failure to safely care for an injured jockey:

"Emergency medical technicians hesitated before reacting to the accidents at Del Mar and Finger Lakes. Velázquez had to walk on his own to the first-aid station at Saratoga when a new ambulance driver did not have the right directions.

"Lazarus said HISA wanted to go beyond written procedure and spread the word about the right way for EMTs to react to accidents.

"I think if you look at some of the similarities from these instances, my concern is that the emergency personnel are not specially trained. You can have the best policies and rules in the world, but the people in the vehicles don't know what to do. You're not going to get the outcome you want, and that's something that we have to focus on."

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# HISA seeks racetracks' advice to improve reaction to rider spills

HRN Staff August 2, 2023 5:58am

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Photo: Parx Racing YouTube

Responding to three incidents late last month when fallen jockeys did not get proper attention after spills, the head of the Horseracing Integrity and Safety Authority said racetrack leaders nationwide would be surveyed to come up with long-term solutions.

"We decided to send a letter today to all racetracks that are currently running asking them to share with us what their protocols are for jockey injuries during a race," CEO Lisa Lazarus said after a mental-health and wellness symposium presented Tuesday in Saratoga Springs, N.Y., by HISA and the Jockeys' Guild.

## Flatter: Jockeys should not be taken for granted.

The matter was raised to Lazarus to find out how HISA reacted to spills that injured Abel Cedillo on July 23 at Del Mar, John Velázquez last Wednesday at Saratoga and Andre Worrie and Óscar Gómez last Tuesday and Wednesday at Finger Lakes. Emergency medical technicians hesitated before reacting to the accidents at Del Mar and Finger Lakes. Velázquez had to walk on his own to the first-aid station at Saratoga when a new ambulance driver did not have the right directions.

Lazarus said HISA wanted to go beyond written procedure and spread the word about the right way for EMTs to react to accidents.

"In particular what the training and experience is of the personnel that are inside the emergency vehicles," she said. "I think if you look at some of the similarities from these instances, my concern is that the emergency personnel are not specially trained. You can have the best policies and rules in the world, but the people in the vehicles don't know what to do. You're not going to get the outcome you want, and that's something that we have to focus on."

During the symposium at the National Museum of Racing and Hall of Fame, Lazarus was one of the speakers who discussed the importance of addressing mental-health challenges for jockeys.

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"I don't think we could have anticipated just the intensity and just the really deep issues that are present that need to be addressed in our industry that jockeys face and that probably all riders face, but especially jockeys," Lazarus said.

She underscored the experiences that were shared Tuesday by the mother of Avery Whisman and the sister of Alex Canchari. Whisman, 23, a jockey who was based in the Mid-Atlantic region, and Canchari, 29, who competed at Canterbury Park and Oaklawn, died by suicide last winter. Their deaths cast new light on the physical, mental and emotional demands that jockeys uniquely face every day.

"Hearing from the families of Avery and Alex, it really shows that we need to come up with specific programs and specific initiatives that are going to address these issues," Lazarus said.

Lazarus said HISA would work with the health-care company NovaCare to provide riders with low-cost medical examinations and would spearhead a new database to keep track of jockeys' head injuries.

Current and former riders Trevor McCarthy, Richard Migliore and Eurico Rosa Da Silva and Jockeys' Guild CEO Terry Meyocks also were among the speakers during Tuesday's three-hour symposium.

Horse Racing Nation's *Andrew Capone at Saratoga Springs, N.Y.*, contributed to the reporting for this story.

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